



Report of:	Meeting	Date	Item no.
Cllr Vivien Taylor, Health and Community Engagement Portfolio Holder and Mark Broadhurst, Service Director Health and Wellbeing	Council	7 September 2017	11

Alliance Agreement for the Development of the Fylde and Wyre Multi-Speciality Community Provider Model

1. Purpose of report

- 1.1** To seek approval for the Council to become a signatory to the Alliance Agreement for the Development of the Fylde and Wyre Multi-Speciality Community Provider (MCP) Model.

2. Outcomes

- 2.1** The establishment of a joint working agreement supporting work towards the establishment of a unified approach to the provision of integrated out of hospital care in Fylde and Wyre.
- 2.2** Improved health and wellbeing of Fylde and Wyre residents
- 2.3** Greater collaboration across traditional partner services and the delivery of more effective and efficient ways of delivering safe, seamless and cost effective out of hospital health and care services for local people.
- 2.4** The creation of a creative and dynamic Alliance that will explore new service delivery models.

3. Recommendation

- 3.1** To agree that Wyre Council becomes a signatory to the Alliance Agreement for the Development of the Fylde and Wyre Multi-Speciality Community Provider Model.

4. Background

- 4.1** On 6 April 2017 Council gave authority to officers to start discussions with key partners to explore different delivery models for future public services. This included exploring the development and principles of a Multi-Speciality Community Provider Model for Fylde and Wyre.
- 4.2** Local health services are at the forefront of the development of new models of care to meet population health and care challenges. New models of care have been developed to meet these challenges. The development of the MCP, as an integrated out of hospital care system, will support the delivery of these new models of care.
- 4.3** The Council has taken a seat on the recently established MCP Leadership Team formed to take proposals for the MCP forward. This Leadership Team is the group responsible for leading the Alliance and for formulating, agreeing and implementing strategies for achieving Alliance Objectives.
- 4.4** This report presents proposals from the MCP Leadership Team for an Alliance Agreement for the Development of the Fylde and Wyre Multi-Speciality Community Provider (MCP) Model.

5. Key issues and proposals

- 5.1** The Alliance Agreement for the Development of the Fylde and Wyre Multi-Speciality Community Provider Model is set out in Appendix 1 to this report which can be viewed on the Council's website. Hard copy is also available in the Members Library at the Civic Centre. It details:
- Alliance objectives and principals
 - Obligations and roles of the parties
 - Governance arrangements
- 5.2** In entering into the proposed Agreement each of the signatory parties will be committing to working towards the establishment of a unified approach to the provision of integrated out of hospital care in Fylde and Wyre. The agreement is a joint working agreement supporting work towards closer collaborative working across traditional boundaries.
- 5.3** The Parties have agreed that working collaboratively across traditional health and care boundaries is the most effective and efficient way of delivering safe, seamless and cost effective health and care services for local people.
- 5.4** Over the period of the Agreement (the initial term expiring 31 March 2019), it is proposed the Parties will work together positively and in good faith in accordance with a set of Alliance Principles to achieve agreed Alliance Objectives. The Alliance Objectives and Principles are detailed at Appendix 1, Section A (pages 6 to 9).

- 5.5** The Alliance Principles underpin the delivery of the Parties' obligations under the Agreement and set out key factors considered as essential for successful relationships between the Parties. This includes that the Parties acknowledge and confirm that the successful delivery of the Alliance Objectives will depend on their ability to effectively co-ordinate and combine their expertise, manpower and resources in order to deliver improved integrated approaches.
- 5.6** The principles also include that the Parties will work together in good faith and establish an integrated collaborative team environment to support each other and work towards the Alliance Outcomes through:
- openness and transparency
 - open, straight and honest communication
 - working with clear responsibility and accountability, without blame or surprises and
 - understanding and respecting the other Parties' perspectives.
- 5.7** The Alliance Objectives include cooperation across many areas of prevention and wellbeing, ongoing health and care services and across end of life services.
- 5.8** Over the life of the Alliance, the Parties may look to alter the provision of Integrated Out of Hospital Care Services on the basis of the most effective utilisation of staff, premises and other resources (in terms of cost and quality).
- 5.9** Within the Alliance each party remains a separate and sovereign entity. There is no financial risk sharing between the Parties as currently drafted.
- 5.10** Becoming a signatory to the Alliance Agreement will allow the Council to explore options for different delivery models for future public services in Wyre.

Financial and legal implications	
Finance	There are no costs arising as a result of entering into the Alliance Agreement.
Legal	The agreement has been reviewed by the Council's Legal Team and there are no legal implications arising from the proposals at this stage.

Other risks/implications: checklist

If there are significant implications arising from this report on any issues marked with a ✓ below, the report author will have consulted with the appropriate specialist officers on those implications and addressed them in the body of the report. There are no significant implications arising directly from this report, for those issues marked with a x.

risks/implications	✓ / x
community safety	x
equality and diversity	x
sustainability	x
health and safety	x

risks/implications	✓ / x
asset management	x
climate change	x
data protection	x

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List of background papers:		
name of document	date	where available for inspection
None		

List of appendices

Appendix 1 - Alliance Agreement for the Development of the Fylde and Wyre Multi-Speciality Community Provider Model can be viewed on the Council's website and a hard copy is also available in the Members Library at the Civic Centre.

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COUNCIL MEETING 7 SEPTEMBER 2017

Agenda Item 11 ALLIANCE AGREEMENT FOR THE DEVELOPMENT OF THE FYLDE AND WYRE MULTI-SPECIALITY COMMUNITY PROVIDER MODEL

Appendix to the report of the Health and Community Portfolio Holder (Cllr Taylor) and the Service Director Health and Wellbeing

DATE

2017

No	Date	Version Number	Author
1	10/5/17	1.2	RM
2	30.5.17	1.3	BM
3	5.6.17	1.3	AR
4	26.6.17	1.4-2	AR/RM
5	01.7.17	1.5	AR/RM
6	5.7.17	1.6	AR/RM

FYLDE AND WYRE MULTI-SPECIALITY COMMUNITY PROVIDER ALLIANCE

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Date:

2016

This Agreement is made between:

1. **Fylde and Wyre Clinical Commissioning Group** of Derby Road, Wesham, Lancashire, PR4 3AL (the CCG)
2. **Blackpool Teaching Hospitals** of Trust Headquarters, Blackpool Victoria Hospital, Whinney Heys Road, Blackpool, FY3 8NR (BTH)
3. **Fylde Coast Medical Services (North West) Limited** of Newfield House, Vicarage Lane, Blackpool, FY4 4EW (FCMS)
4. **Lancashire Care Foundation Trust** of Sceptre Point, Sceptre Way, Walton Summit, Preston, PR5 6AW (LCFT)
5. **North West Ambulance Service** of Ladybridge Hall Headquarters, Chorley New, Road, Bolton, BL1 5DD (NWAS)
6. **Spiral Health CiC Limited**, NHS Offices, Derby Road, Wesham, Lancashire, PR4 3AL(SH)
7. **Trinity Hospice & Palliative Care Services Limited** of Low Moor Road, Bispham, Blackpool
FY2 0BG (TH)
8. **Broadway Medical Practice** of West View Health Village, Broadway, Fleetwood FY7 8GU
9. **The Mount View Practice** of Fleetwood Health and Wellbeing Centre, Dock Street, Fleetwood, FY7 6 HP
10. **Fleetwood Surgery** of Westview Health Village, Broadway, Fleetwood FY7 8GU
11. **Ash Tree House Surgery** of Chruch Street, Kirkham, Preston, PR4 2SE
12. **Kirkham Health Centre** of Moor Street, Kirkham, PR4 2DL
13. **Ansdell Medical Practice** of Albany Road, Lytham St.Annes, Lancashire, FY8 4GW
14. **Clifton Medical Practice** of St.Annes Health Centre, Lytham St.Annes, Lancashire FY8 2EP
15. **Fernbank Surgery** of Lytham Primary Care Centre Victoria Street, Lytham, FY8 5D7
16. **Holland house Surgery** of Lytham Primary Care Centre Victoria Street, Lytham, FY8 5D7
17. **The Old Links Surgery** of 106 Highbury Road East, St.Annes, FY8 2LY
18. **Park Road Medical Practice** of St.Annes Health Centre, Durham Avenue, St.Annes on Sea, FY8 2BD

19. **Poplar House Surgery** of 24-26 St Annes Road East, Lytham St.Annes, FY8 1UR
20. **Beechwood Surgery** of Old Bank Medical Centre, 155 Victoria Road East, Thornton Cleveleys FY5 5HH
21. **Over Wyre Medical Centre** of Wilkinson Way, Preesall, Poulton le Fylde, FY6 0FA
22. **Lockwood Avenue Surgery** of Civic Centre, Breck Road, Poulton le Fylde, Lancashire, FY6 7PU
23. **Queensway Medical Centre** of Queensway, Poulton le Fylde, Lancashire, FY6 7ST
24. **The Thornton Practice** of Church Road, Thornton Cleveleys, FY5 2TZ
25. **The Village Practice** of Thornton Medical Centre, Church Road, Thornton, FY5 2TZ

(parties 2 – 26 the “**Providers**” including parties 8 to 26 being the “**GP Parties**”)

26. **Lancashire County Council** of PO Box 78 County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (LCC)
27. **Fylde Borough Council** of The Town Hall, St Anne’s Road West, St Anne’s, Lancashire, FY8 1LW (FBC)
28. **Wyre Borough Council** of Civic Centre, Breck Road, Poulton-le-Fylde, Lancashire, FY6 7PU (WBC)

(parties 27-29 the “**Local Authorities**”)

Each a **Party** and together referred to in this Agreement as the “**Parties**”.

RECITALS

1. The Five Year Forward View published in October 2014 (the “Forward View”) sets out a clear goal that “the NHS will take decisive steps to break down the barriers in how care is provided between family doctors and hospitals, between physical and mental health, between health and social care.”
2. In entering into and performing their obligations under this Agreement, the Parties are working towards the implementation of the integrated care models highlighted in the Forward View. In particular, this agreement is a joint working agreement supporting work towards the establishment of a unified approach to the provision of out of hospital care in Fylde and Wyre.
3. The Parties have agreed that working collaboratively across traditional health and care boundaries is the most effective and efficient way of delivering safe, seamless and cost effective health and care services for local people.
4. The Parties have decided to form and develop this alliance for the better provision of

Integrated Out of Hospital Care Services (as defined below) to the population covered by the Fylde and Wyre CCG area (the “Alliance”). Over the period of this Agreement, the Parties will work together positively and in good faith in accordance with the Alliance Principles to achieve the Alliance Objectives.

5. This Agreement supplements and operates in conjunction with the Service Contracts between the Commissioner and the Providers
6. The Local Authorities have responsibility for Health and Wellbeing for the population in Fylde and Wyre

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, capitalised words and expressions shall have the meanings given to them in Schedule 1.
- 1.2 In this Agreement, unless the context requires otherwise, the following rules of construction shall apply:
 - 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.2 a reference to a “Party” includes its personal representatives, successors or permitted assigns;
 - 1.2.3 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;
 - 1.2.4 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;
 - 1.2.5 documents in “agreed form” are documents in the form agreed by the Parties and initialled by them for identification and attached to this Agreement; and
 - 1.2.6 a reference to writing or written includes faxes and e-mails.

2. STATUS AND PURPOSE OF THIS AGREEMENT

- 2.1 The Parties have agreed to form an Alliance in order to collectively:

- 2.1.1 review and make recommendations relating to the provision of existing and the potential delivery of Integrated Out of Hospital Care Services in Fylde and Wyre
- 2.1.2 make proposals for how Integrated Out of Hospital Care Services should be developed; and
- 2.1.3 consider the design and delivery of a MCP Business Plan to integrate out of hospital care and wellbeing.
- 2.2 In order to develop the Alliance as stated above the Parties shall collectively develop the MCP Business Plan.
- 2.3 the Parties recognise that the successful implementation of the Alliance will require strong relationships and the creation of an environment of trust, collaboration and innovation.
- 2.4 The Parties each agree that:
 - 2.4.1 each Party is a sovereign organisation;
 - 2.4.2 the Alliance is not a separate legal entity and as such is unable to take decisions separately from the Parties or bind them;
 - 2.4.3 one or more of the Parties cannot 'overrule' any other of the Parties on any matter (although all of the Parties are obliged to comply with the terms of this Agreement); and
 - 2.4.4 each Party shall not be required to take any action pursuant to any provision of this Agreement that causes any of the Parties
 - (a) to be in breach of Legislation or any regulatory obligation; or
 - (b) to act in a way that is contrary to their interests.
- 2.5 This Agreement is not an NHS Contract pursuant to section 9 of the National Health Service Act 2006.
- 2.6 This Agreement sets out the key terms agreed between the Parties for achieving the objectives set out in Clause 5 and the Alliance Principles . This Agreement also supplements and works alongside the Services Contracts. In other words:
 - 2.6.1 this Agreement is an overarching agreement that sets out how the Parties will work together in a collaborative and integrated way; and
 - 2.6.2 the Service Contracts set out how each Provider provides [Out of Hospital Care / Services].
- 2.7 Each Provider will perform their respective obligations under their respective Service Contract. The Parties acknowledge that the overall quality of the Integrated Out of Hospital Care Services will be determined by the collective

performance of the Parties and agree to work together as described more fully below.

3. ACTIONS TAKEN PRIOR TO AND POST THE COMMENCEMENT DATE

- 3.1 Each Party shall provide to each of the other Parties on or prior to the Commencement Date, the following:
 - 3.1.1 a certified copy of appropriate resolutions approving entry into this Agreement and any related Services Contract, duly passed at a validly held and constituted MCP Leadership Team meeting of such Party; and
 - 3.1.2 any extracts relating to the scope and specification from relevant Services Contract with the Commissioner related to its elements of the Integrated Out of Hospital Care Services.
- 3.2 Before the Parties exchange or share any confidential information or personal data, they shall enter into appropriate data sharing agreements.

4. DURATION

- 4.1 This Agreement shall take effect on the Commencement Date and will continue in full force and effect and will expire on 31 March 2019 (“the Initial Term”), unless and until terminated in accordance with the terms of this Agreement. At the expiry of the Initial Term this Agreement shall terminate automatically without notice unless, no later than **3** months before the end of the Initial Term, the Parties agree in writing that the term of the Agreement shall be extended for a further term to be agreed between the Parties (the “Extended Term”).

SECTION A: ALLIANCE OBJECTIVES AND PRINCIPLES

5. THE ALLIANCE OBJECTIVES

- 5.1 The Alliance Objectives agreed by the Parties are to provide a forum for the delivery of a MCP Business Plan in order to support integration and re-design of Integrated Out of Hospital Care Services across Fylde and Wyre with a view to ensuring sustainable, effective and efficient Integrated Out of Hospital Care Services with significant improvements underpinned by collaborative working. In particular the Parties have agreed to cooperate and work together in order to:

Prevention and Wellbeing

- (A) Set out a clear direction of travel for an integrated health and care system with greater focus on ill-health prevention, early intervention

and self-care where this improves outcomes and reduces health inequalities for people across Fylde and Wyre.

- (B) Improve the uptake of screening and prevention programmes to reduce the number of people developing long term conditions and increase early diagnosis and management of illness.
- (C) Achieve fundamental and measurable improvements in health outcomes for people across Fylde and Wyre utilising appropriate evidence or an evaluation structure when necessary.
- (D) Educate and support people to make healthy lifestyle decisions and increase their overall feeling of wellness.
- (E) Reduce the number of older people who fall.
- (F) Increase healthy life expectancy.

Ongoing Care

- (G) Treat people with dignity and respect.
- (H) Implement and achieve parity of esteem for mental and physical health.
- (I) Enable people to live independently in their own homes and provide them with support to find the right health and wellbeing services including those that reduce loneliness and isolation.
- (J) Facilitate collaborative decision making between patients, their carers and an integrated health and care system so that care and information is coordinated and patients are clear who is coordinating their care in the appropriate place at the appropriate time.
- (K) Enable people to manage their long term conditions themselves with appropriate proactive support and care planning to reduce unplanned hospital admissions.
- (L) Reduce A&E attendances for people who could be seen in more appropriate alternative locations.

End of Life

- (M) Support the provision of high quality end-of-life care in the most appropriate setting aiming to ensure the best death in that persons' agreed place of care or death.

Organisations

- (N) To make new technology available, and make maximum use of this when the quality of care provided will be enhanced and improved.
 - (O) Remove organisational or professional boundaries which may inhibit the delivery of these Objectives.
- 5.2 The Parties acknowledge and accept that the MCP Leadership Team may make recommendations to shift activity and revise service specifications under the respective Service Contracts in order to achieve the Alliance Objectives and that this will need to be agreed by the Parties through the governance of the Alliance. The Parties will look to utilise the provisions, mechanisms and flexibilities in the Service Contracts to effect the necessary changes in service specifications, activity plans, etc. where agreed by the Parties.
- 5.3 The Parties acknowledge that they will have to make decisions together in order for the Alliance to work effectively and, that they will work together collectively on a Best for Service basis in order to achieve the Alliance Objectives.

6. THE ALLIANCE PRINCIPLES

- 6.1 The Alliance Principles underpin the delivery of the Parties' obligations under this Agreement and set out key factors for a successful relationship between the Parties.
- 6.2 The Parties acknowledge and confirm that the successful delivery of the Alliance Objectives will depend on their ability to effectively co-ordinate and combine their expertise, manpower and resources in order to deliver an integrated approach to working under this Agreement.
- 6.3 The principles referred to in Clause 6.1 are that the Parties will work together in good faith and, unless the provisions in this Agreement state otherwise, the Parties will:
- (A) establish an integrated collaborative team environment to support each other and work towards the Alliance Outcomes through:
 - a. openness and transparency
 - b. engaging in open, straight and honest communication
 - c. working with clear responsibility and accountability, without blame or surprises
 - d. understanding and respecting the other Parties' perspectives.

- e. as far as possible committing to try and resolve all issues within the MCP Leadership Team.
 - f. Acknowledging all Parties have equal status and standing in the MCP Leadership Team
- (B) seek to ensure that the Alliance is aligned with their own organisations' strategies and business development plans
 - (C) demonstrate that peoples' best interests are at the heart of the Alliance Outcomes.
 - (D) do all things reasonably expected to give effect to the spirit and intent of these principles and not impede or restrict each other's performance of the activities and tasks which any partner is, or may be, required to do to comply with as part of the MCP Leadership Team.
 - (E) recognise that the Alliance is an innovative and developing partnership and that the terms, scope and scale of the MCP Leadership Team may need to be revised between the Parties from time to time to achieve its aims and to align with its wider aims.
- 6.4 Therefore over the life of the Alliance, the Parties may look to alter the actual provision of Integrated Out of Hospital Care Services on the basis of the most effective utilisation of staff, premises and other resources (in terms of cost and quality) and whilst there will be co-operation as to the service design this will not:
- 6.4.1 preclude competition between the Parties in respect of service provision as is needed to achieve the Alliance Objectives and which will be reflected in the Services Contracts and changes to those Services Contracts; or
 - 6.4.2 restrict statutory obligations and obligations under Legislation (for example, the Public Contract Regulations 2015).

7. PROBLEM RESOLUTION AND ESCALATION

- 7.1 The Parties agree to adopt a systematic approach to problem resolution which recognises the Alliance Objectives and the Alliance Principles set out in Clauses 5 (*Alliance Objectives*) and 6 (*Alliance Principles*) above.
- 7.2 If a problem, issue, concern or complaint comes to the attention of a Party in relation to the Integrated Out of Hospital Care Services, or any matter in this Agreement, such Party shall notify the other Parties and the Parties each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion.

- 7.3 If any Party considers an issue identified in accordance with Clause 7.2 to amount to a Dispute requiring resolution in accordance with Clause 18 (*Dispute Resolution Procedure*) and such issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the MCP Leadership Team , which shall decide on the appropriate course of action to take.
- 7.4 If any Party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Integrated Out of Hospital Care Services, the matter shall be promptly referred to the MCP Leadership Team .

SECTION B: DELIVERY OF THE ALLIANCE PRINCIPLES

8. OBLIGATIONS AND ROLES OF THE PARTIES

- 8.1 The Parties will:
- 8.1.1 adhere to the Alliance Outcomes and the Alliance Principles;
 - 8.1.2 support each other in developing links to other relevant services;
 - 8.1.3 comply with all of their statutory duties; and
 - 8.1.4 seek to provide Integrated Out of Hospital Care Services in an integrated, effective and streamlined way;
 - 8.1.5 co-operate fully and liaise appropriately with each other in order to ensure a co-ordinated approach to promoting the quality of patient care across the Integrated Out of Hospital Care Services and so as to achieve continuity in the provision of Integrated Out of Hospital Care Services that avoids inconvenience to, or risk to the health and safety of, patients, employees of the Providers or members of the public; and
 - 8.1.6 attempt to generate enhanced value for patients and the Commissioners.
- 8.2 Each Party acknowledges and confirms that:
- 8.2.1 The Providers remain responsible for performing their obligations and functions for delivery of services to the Commissioners in accordance with the Services Contracts;
 - 8.2.2 The Providers will be separately and solely liable to the Commissioners for the provision of their respective elements of the Integrated Out of Hospital Care Services under their own Services Contract.

9. SERVICES

- 9.1 The Providers shall provide Integrated Out of Hospital Care Services in accordance with the Service Contracts, Alliance Principles, and the agreed pathways of care and the provisions of Schedule 3 (*Services*) will apply.
- 9.2 Each of the Parties will actively seek ways to continually innovate the provision of Integrated Out of Hospital Care Services so as to
- 9.2.1 improve services provided and the business and reputational outcomes for the Parties
- 9.2.2 achieve the Alliance Objectives; and
- 9.2.3 comply with the Alliance Principles,
- and will propose changes to the Services Contracts and Variations to this Agreement in order to achieve this in accordance with the Change Procedure set out at Schedule 6.
- 9.3 For the purposes of this Clause 9, where there is any conflict between the duties upon any Party under this Agreement and its Services Contract, the provisions of the Services Contract will prevail unless this Agreement places a higher duty upon that Party, in which case the provisions of this Agreement will prevail.
- 9.4 Nothing in this Agreement relaxes or waives any of obligations pursuant to any Service Contract.
- 9.5 Save as set out in Clause 16 (Liability and Indemnity) each Party will be responsible for the acts, omissions, defaults or negligence of its directors, officers, employees and agents in respect of its obligations under the Service Contracts as fully as if they were acts, omissions, defaults or negligence of itself.

SECTION C: GOVERNANCE ARRANGEMENTS

10. ALLIANCE GOVERNANCE

- 10.1 The Parties all agree to establish the MCP Leadership Team. For the avoidance of doubt the MCP Leadership Team shall not be a committee of any Party or any combination of Parties.
- 10.2 The MCP Leadership Team is the group responsible for leading the Alliance. It will have duties and the authority and accountability defined in its Terms of Reference. The terms of reference for the MCP Leadership Team shall be as set out in Schedule 2 (MCP Leadership Team – Terms of Reference).
- 10.3 The MCP Leadership Team must:

- 10.3.1 ensure alignment of all organisations to facilitate sustainable and better care which is able to meet the needs of the population in respect of out of hospital care;
- 10.3.2 promote and encourage commitment to the Alliance Principles and Alliance Objectives amongst all the Parties;
- 10.3.3 formulate, agree and implement strategies for achieving the Alliance Objectives and the management of the Alliance; and
- 10.3.4 oversee the implementation of this Agreement .
- 10.4 Subject to the provisions of Schedule 2 (Governance), the Parties intend that they will be bound by the actions and decisions of the MCP Leadership Team carried out in accordance with this Agreement.
- 10.5 The Parties will communicate with each other clearly, directly and in a timely manner to ensure that the MCP Leadership Team is able to make effective and timely decisions in relation to Integrated Out of Hospital Care Services.
- 10.6 The Parties must each ensure that the relevant members of the Alliance (or their appointed deputy) attend all of the meetings of the MCP Leadership Team participate fully and exercise their voting rights on a Best for Service basis and in accordance with Clause 5 (Alliance Objectives) and Clause 6 (Alliance Principles).
- 10.7 Where a Party or Parties wish to admit a new person or organisation to be a Party under this Agreement, such a proposal shall be considered at the next MCP Leadership Team meeting.
- 10.8 The relevant Party or Parties that wish to admit a new person or organisation shall serve a written notice on the MCP Leadership Team setting out the details of:
 - 10.8.1 the proposed new person or organisation (where known);
 - 10.8.2 reasons and rationale for the proposed admission of a new person or organisation;
 - 10.8.3 the likely impact on Integrated Out of Hospital Care Services;
- 10.9 Following receipt of the notice referred to in Clause 10.8, the MCP Leadership Team shall then consider the proposal and decide what actions (if any) need to be taken, in terms of varying this Agreement, for example.
- 10.10 To effectively carry out the Alliance Objectives and Alliance Principles the MCP Leadership Team may, in accordance with Schedule 2 establish:
 - 10.10.1 a Management Team; and

10.10.2 such Task and Finish Groups as are necessary to effectively carry out the business of the Alliance.

11. INFORMATION SHARING AND CONFLICTS OF INTEREST

11.1 Subject to compliance with Law (including without limitation Competition Law) and contractual obligations of confidentiality the Parties agree to share all information relevant to the provision of Integrated Out of Hospital Care Services in an honest, open and timely manner.

11.2 The Parties will:

11.2.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this Agreement or the performance of Integrated Out of Hospital Care Services, immediately upon becoming aware of the conflict of interest whether that conflict concerns the Party or any person employed or retained by them for or in connection with the performance of Integrated Out of Hospital Care Services;

11.2.2 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 Agreement (without the prior consent of the other parties) before they participate in any decision in respect of that matter; and

11.2.3 use best endeavours to ensure that their representatives on the MCP Leadership Team also comply with the requirements of this Clause 11 when acting in connection with this Agreement or the performance of Integrated Out of Hospital Care Services.

11.3 The Parties have agreed an additional policy for the management of conflicts of interest between them which is attached to this Agreement as Schedule 7 and may also seek to agree additional documents to manage the relationships for, conflicts of interest and sharing of information between themselves in more detail as appropriate.

12. TRANSPARENCY

12.1 The Parties will provide to each other all information that is reasonably required in order to achieve the Alliance Objectives and to design and implement changes to the ways in which Services are delivered (and where Integrated Out of Hospital Care Services are delivered from).

12.2 The Parties will have responsibilities to comply with competition law and will acknowledge that they will all comply with those obligations. The Parties will

therefore make sure that they share Information in such a way that is compliant with competition law.

- 12.3 The Parties will make sure there are ethical walls between and within the Parties so as to ensure that Competition Sensitive Information and Confidential Information are only available to those Parties who need to see it for the purposes of the Alliance and for no other purpose whatsoever.
- 12.4 It is accepted by the Parties that the involvement of them in the Alliance is likely to give rise to situations where information will be generated and made available to each other, which could give a Party an unfair advantage which may be capable of distorting competitions (for example, disclosure of pricing information or approach to risk may provide one Party with a commercial advantage over a separate Party).
- 12.5 The Parties therefore recognise the need to manage such information in a way which maximises their opportunity to take part in competitions by putting in place appropriate procedures and protections.

SECTION D: PAYMENT MECHANISM

13. PAYMENT

- 13.1 The Parties have agreed to continue to be paid in accordance with the mechanism set out in their Services Contracts in respect of Integrated Out of Hospital Care Services and further as set out in Schedule 4 (*Payment Mechanism*) subject to agreement of an alternative approach between the Parties at a later date.

SECTION E: GENERAL PROVISIONS

14. RECTIFICATION, EXCLUSION AND TERMINATION

- 14.1 This Clause 17 sets out the circumstances in which one of the Parties may be excluded from the Alliance. These circumstances include:
- 14.1.1 Wilful Default as more fully described in Clause 14.3 below;
- 14.1.2 the termination of a Services Contract); or
- 14.1.3 an event of Insolvency affecting a Party.
- 14.2 In cases where the default can be remedied then the Defaulting Party will be given the opportunity to rectify the problem as set out in Clauses 14.4 to 14.6 below.

Wilful Default

- 14.3 In this Agreement the phrase "Wilful Default" means that a Party has committed one of the following acts or omissions. The Party committing the act is called the "Defaulting Party". The acts or omissions are:
- 14.3.1 an intentional or reckless act or omission by the Defaulting Party or any of its officers or representatives appointed to the MCP Leadership Team which that Defaulting Party or any of its officers or representatives appointed to the MCP Leadership Team knew or ought reasonably to have known:
- (a) was likely to have harmful consequences for the Alliance, one or more other Parties, or patients; or
 - (b) was a breach of an Alliance Principle;
- 14.3.2 an intentional or reckless act or omission by the Defaulting Party or any of its officers or representatives appointed to the MCP Leadership Team without regard to the possible harmful consequences arising out of the act or omission;
- 14.3.3 an intentional failure by the Defaulting Party or any of its officers or representatives appointed to the MCP Leadership Team to act in good faith as required under this Agreement;
- 14.3.4 a repudiation of this Agreement by the Defaulting Party;
- 14.3.5 a failure by the Defaulting Party to honour an indemnity provided under this Agreement;
- 14.3.6 a failure by the Defaulting Party to pay moneys due under this Agreement or a Service Contract within 14 Business Days of being directed to do so in writing by the MCP Leadership Team ;
- 14.3.7 a fraudulent act or omission by the Defaulting Party or any of its officers or representatives appointed to the MCP Leadership Team ;
- 14.3.8 an intentional failure of, or refusal by, the Defaulting Party, to effect and maintain an appropriate insurance policy or indemnity arrangement which it is obliged to effect and maintain under a Service Contract, this Agreement or at law; or
- 14.3.9 an intentional or reckless breach of a confidentiality obligation, or other obligation, in Clauses relating to confidentiality in this Agreement or in a Service Contract although this does not mean any innocent or negligent act, omission or mistake the Defaulting Party or any of its officers, employees or agents acting in good faith.

Opportunity to Rectify Default

- 14.4 If at any time the MCP Leadership Team (excluding the Defaulting Party representative) considers that one of the Parties is in Wilful Default, then the MCP Leadership Team may call a meeting to decide what action it may take for the good of the Alliance (a “Rectification Meeting”). Any meeting called under this Clause will be conducted in accordance with Schedule 2 (*Governance*). The Parties agree that all Parties will be invited to attend all Rectification Meetings.
- 14.5 At a Rectification Meeting, the Parties will all discuss the reasons why the Defaulting Party is failing to comply with its obligations under this Agreement. The MCP Leadership Team will have an opportunity to explain why the Rectification Meeting has been called and the Defaulting Party will have an opportunity to explain why it is so failing. The other Parties will also have an opportunity to give their views.
- 14.6 If by the end of the Rectification Meeting the MCP Leadership Team (excluding the Defaulting Party representative) considers that action needs to be taken in order to ensure that the best possible Services are being provided to patients, then they may issue a Rectification Notice setting out the actions or directions that the Defaulting Party will take (subject to the agreement of the CCG to the actions in the Rectification Notice). The MCP Leadership Team will always make sure that any actions or directions given under a Rectification Notice are given for Best for Service reasons. The Parties agree that, if any one Party is the Defaulting Party, the other Parties will assist it in carrying out the actions or directions given under the Rectification Notice where appropriate in line with their obligations under this Agreement.

Further Rectification or Exclusion

- 14.7 If the Defaulting Party fails to properly carry out the actions or directions set out under a Rectification Notice then the MCP Leadership Team (excluding the Defaulting Party representative) may call a further meeting in the same way as set out in Clause 14.4 above. Any meeting called under this Clause 14.7 will be conducted in accordance with Schedule 2 (*Governance*). If by the end of that further Rectification Meeting the MCP Leadership Team (excluding the Defaulting Party representative) are still concerned that the Defaulting Party is preventing the patients from receiving the best service reasonably possible in accordance with the Outcomes or failing to meet the Alliance Principles then the MCP Leadership Team (excluding the Defaulting Party representative) may issue a further Rectification Notice or an Exclusion Notice to the Defaulting Party.

Consequences of Exclusion or Termination

14.8 Where a Provider is excluded from the Alliance:

14.8.1 as a result of Insolvency; or

14.8.2 as a result of Wilful Default (pursuant to Clause 17.7); or

14.8.3 as a result of that Party's Service Contract being terminated by the Commissioner following a breach or default on the part of the relevant Provider (for example pursuant to General Condition 17.10 of the NHS Standard Contract); or

14.8.4 as a result of that Party's Sub-Contract being terminated by the relevant Provider without cause (for example pursuant to General Condition 17.1 or 17.3 of the NHS Standard Contract);

and where, as a consequence of such exclusion or termination, this causes the other Parties financial loss, expense or damage then, subject to Clause 20 (*Liability and Indemnity*) and the other Parties making reasonable efforts to mitigate their losses, the excluded Party shall indemnify the other Parties in respect of such loss, expense or damage.

14.9 Any amounts due in respect of such costs shall be due and payable when actually incurred by the other Parties.

15. INTRODUCING NEW PROVIDERS

Subject to complying with applicable Law, additional bodies may become parties to this Agreement on such terms as the MCP Leadership Team may set out (including that any such new party agrees to abide by the terms of this Agreement) and subject to the agreement of the Parties. Any disagreement between the Parties over the entry of a new party into the Agreement shall be subject to referral to the Dispute Resolution Procedure.

16. WARRANTIES

16.1 Each of the Parties warrants to the others that:

16.1.1 it has full power and authority to enter into this Agreement and all governmental or official approvals and consents and all necessary consents have been obtained and are in full force and effect;

16.1.2 its execution of this Agreement does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it or any of its assets; and

16.1.3 to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Agreement.

16.2 The warranties set out in this Clause 16 (Warranties) are given on the date of this Agreement and repeated on every day during the term of this Agreement.

17. LIABILITY AND INDEMNITY

17.1 In the majority of cases, the Parties respective responsibilities and liabilities in the event that things go wrong with Integrated Out of Hospital Care Services will be allocated under their respective Services Contracts.

17.2 Where responsibilities and liabilities arise that are not covered by a Services Contract, the Parties agree that, in relation to the matters set out in this Agreement, they shall have no liability to each other in respect of any losses, liabilities, damages, costs, fees and expenses (howsoever caused or arising) except as set out in this Clause 17 and Clause 14 (Rectification, Exclusion and Termination).

17.3 Each Party agrees to ensure that it shall, at all times, have in place adequate indemnity arrangements (either in the form of insurance policies, NHS Litigation Authority indemnity schemes, or otherwise) for the purposes of Integrated Out of Hospital Care Services that it is providing at any relevant time, and in accordance with the terms of the relevant Contract.

17.4 Each Party is responsible for ensuring their regulatory compliance of Integrated Out of Hospital Care Services that they provide. Each Party will deal directly with the relevant regulatory body in relation to Integrated Out of Hospital Care Services performed by that Party and it is not intended that there will be any collective responsibility or liability for any regulatory breaches or enforcement actions.

18. DISPUTE RESOLUTION PROCEDURE

Any Dispute will be resolved in accordance with the Dispute Resolution Procedure set out at Schedule 5.

19. VARIATIONS

19.1 The provisions of Schedule 6 (*Change Procedure*) will apply.

19.2 Any amendment, waiver or variation of this Agreement will not be binding unless set out in writing, expressed to amend, waive or vary this Agreement and signed by or on behalf of each of the Parties.

20. ASSIGNMENT AND NOVATION

Unless the Parties agree otherwise in writing the Service Contracts are personal to

those parties that have entered into those Service Contracts. Subject to the other provisions of this Agreement, none of the Parties will novate, assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of their rights and responsibilities under any Service Contract or this Agreement.

21. NOTICES

21.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that Party at its principal place of business or such other address as that Party may have specified to the other Party in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or fax.

21.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 21.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one (1) Operational Day after transmission.

22. SEVERANCE

22.1 If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

22.2 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

23. WAIVER

A waiver of any right or remedy under the Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

24. NO PARTNERSHIP

Nothing in this Agreement is intended to, or shall be deemed to, establish any legal partnership between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided in this Agreement.

25. COUNTERPARTS

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

26. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

27. ENTIRE AGREEMENT

This Agreement and the Services Contracts constitute the entire agreement between the Parties and supersedes all prior discussions, correspondence, negotiations, arrangements, representations, understandings or agreements between them, whether written or oral, relating to its subject matter.

28. GOVERNING LAW AND JURISDICTION

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and where applicable, the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Signatures

.....Name

.....Position

for and on behalf of FYLDE AND WYRE CLINICAL COMMISSIONING GROUP

.....Name

.....Position

for and on behalf of BLACKPOOL TEACHING HOSPITALS

.....Name

.....Position

for and on behalf of FYLDE COAST MEDICAL SERVICES NORTH WEST

.....Name

.....Position

for and on behalf of LANCASHIRE CARE FOUNDATION TRUST

.....Name

.....Position

for and on behalf of NORTH WEST AMBULANCE SERVICE

.....Name

.....Position

for and on behalf of SPIRAL HEALTH CIC LIMITED

.....Name

.....Position

for and on behalf of TRINITY HOSPICE & PALLIATIVE CARE SERVICES LIMITED

.....Name

.....Position

for and on behalf of LANCASHIRE COUNTY COUNCIL

.....Name

.....Position

for and on behalf of FYLDE BOROUGH COUNCIL

.....Name

.....Position

for and on behalf of WYRE BOROUGH COUNCIL

.....Name

.....Position

for and on behalf of BROADWAY MEDICAL PRACTICE

.....Name

.....Position

for and on behalf of THE MOUNT VIEW PRACTICE

.....Name

.....Position

for and on behalf of FLEETWOOD SURGERY

.....Name

.....Position

for and on behalf of ASH TREE HOUSE SURGERY

.....Name

.....Position

for and on behalf of KIRKHAM HEALTH CENTRE

.....Name

.....Position

for and on behalf of ANSDELL MEDICAL PRACTICE

.....Name

.....Position

for and on behalf of CLIFTON MEDICAL PRACTICE

.....Name

.....Position

for and on behalf of FERNBANK SURGERY

.....Name

.....Position

for and on behalf of HOLLAND HOUSE SURGERY

.....Name

.....Position

for and on behalf of THE OLD LINKS SURGERY

.....Name

.....Position

for and on behalf of PARK ROAD MEDICAL PRACTICE

.....Name

.....Position

for and on behalf of POPLAR HOUSE SURGERY

.....Name

.....Position

for and on behalf of BEECHWOOD SURGERY

.....Name

.....Position

for and on behalf of OVER WYRE MEDICAL CENTRE

.....Name

.....Position

for and on behalf of LOCKWOOD AVENUE SURGERY

.....Name

.....Position

for and on behalf of QUEENSWAY MEDICAL CENTRE

.....Name

.....Position

for and on behalf of THE THORNTON PRACTICE

.....Name

.....Position

for and on behalf of THE VILLAGE PRACTICE

SCHEDULE 1

Definitions and Interpretation

1 The following words and phrases have the following meanings:

Agreement	this agreement incorporating the Schedules
Alliance	means the alliance between the Parties as set out in this Agreement
Alliance Objectives	Means the key objectives of the Alliance as set out in Clause 5
Alliance Principles	Means the agreed principles of the Alliance as set out in Clause 6
Best for Service	means best for the achievement of the Alliance Objectives on the basis of ensuring coherence with the Alliance Principles within the available financial envelope for Integrated Out of Hospital Care Services
Business Days	a day other than a Saturday, Sunday or bank holiday in England
Business Planning Process	Means the process set out in Schedule 3
Change	means any alteration of or variation to this Agreement or any Service Contract including a Mandatory Change as set out in Schedule 5 (<i>Change Procedure</i>)
Commissioner	NHS Fylde and Wyre CCG or another commissioner of services, falling within the scope of Integrated Out of Hospital Care Services, being provided or to be provided by a Party to this Agreement

Community Care	the community care services more particularly described in Schedule 3 (<i>Services</i>)
Dispute	any dispute arising between two or more of the Parties in connection with this Agreement or their respective rights and obligations under it
Dispute Resolution Procedure	the procedure set out in Schedule 5 for the resolution of disputes which are not capable of resolution under Clause 7
Good Practice	Good Clinical Practice and/or Good Health and/or Social Care Practice (each as defined in the <i>Services Contract</i>), as appropriate
Initial Term	the initial term of this Agreement as set out in Clause 4.1
Integrated Out of Hospital Care Services	the out of hospital services provided, or to be provided, by the Parties pursuant to this Agreement as set out in Schedule 3 (<i>Services</i>)
Law	<p>any applicable statute or proclamation or any delegated or subordinate legislation or regulation;</p> <p>any enforceable EU right within the meaning of section 2(1) European Communities Act 1972;</p> <p>any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;</p> <p>Guidance (as defined in the NHS Standard Contract);</p> <p>National Standards (as defined in the NHS Standard Contract); and</p> <p>any applicable code,</p>

MCP	Multi-Speciality Community Provider
MCP Business Plan	[to be developed]
MCP Business Planning Leads	[to be confirmed]
MCP Leadership Team Member	Means the members of the MCP Leadership Team appointed under Schedule 2 (Governance)
MCP Management Team	Means a management team appointed by the MCP Leadership Team in accordance with Schedule 2 (Governance)
MCP Management Team Member	Means any individual appointed by the MCP Leadership Team to the Management Team in accordance with Schedule 2 (Governance)
MCP Leadership Team	means the Leadership Team whose terms of reference are set out in Schedule 2 (Governance)
MCP Programme Lead	[to be confirmed]
Neighbourhood	Means the groups established by GP parties to represent the GP Practices as identified in Annex 1 to schedule 2
Neighbourhood Chair/ Vice Chair	means the individuals identified as Neighbourhood Chairs or Vice Chairs in Annex A to Schedule 2 who have been selected by their respective Neighbourhood to represent them;
NHS Standard Contract	the NHS Standard Contract as published by NHS England from time to time
Population	the population covered by NHS Fylde and Wyre CCG
Project	means any project which the MCP Leadership Team instructs a Task and Finish Group to

	undertake
Project Planning Process	[to be agreed]
Risk Reward Mechanism	[to be agreed]
Service Users	means any person who directly uses or who is entitled to access to the Services
Services Contract	a contract entered into by a Party with the Commissioner(s) for the provision of Integrated Out of Hospital Care Services, and references to a Services Contract include all or any one of those contracts as the context requires
Task and Finish Groups	has the meaning set out in schedule 2

SCHEDULE 2

Governance

MCP Leadership Team Terms of Reference

1. Establishment

- 1.1 The Parties have established the MCP Leadership Team to work collaboratively to deliver more integrated out of hospital care services to people in the Fylde and Wyre CCG area.

2. Aim and Purpose of the MCP Leadership Team

- 2.1 The main purpose of the MCP Leadership Team is to:
- 2.1.1 lead the Alliance
 - 2.1.2 provide a forum for discussion and to facilitate strategic direction setting by the Parties in respect of improving the quality and efficiency of the provision of Integrated Out of Hospital Care Services for people within the Fylde and Wyre CCG area; and
 - 2.1.3 oversee the Projects and hold the MCP Management Team and Task and Finish Groups to account
- 2.2 The MCP Leadership Team will be a forum in which representatives of the Providers, the Local Authorities and the Commissioner have been given delegated decision making authority by their respective organisations.
- 1.1 Core functions:
- 2.2.1 Alignment of Alliance and vision and objectives;
 - 2.2.2 Promote and encourage commitment to the Alliance Principles and Alliance Objectives
 - 2.2.3 agree and ensure that implementation of strategies for achieving the Alliance Objectives and the management of the Alliance
 - 2.2.4 Ensuring that the views of all non-MCP Leadership Team Members are fairly represented and considered at MCP Leadership Team Meetings
 - 2.2.5 Formulate and agree and implement strategies for
 - achieving the Alliance Objectives
 - resolving challenges

- responding to changes in the operating environment including in respect of national policy or regulatory requirements which impact on the Alliance or any Parties
- agree policy as required;
- agree performance outcomes/targets
- review performance of the Alliance, holding the MCP Management Team to account, and determining strategies to improve performance or rectify poor performance
- ensure that the MCP Business Planning Leads identify and manage risks associated with the Alliance, integrating where necessary with the Parties' own risk management arrangements
- managing relationships between the Parties and stakeholders
- ensure that the Alliance accounts to relevant regulators and stakeholders through whatever means are required by such regulators or are determined by the MCP Leadership Team, including, to the extent relevant, integration with communications and accountability arrangements in place within the Parties
- address any actual or potential conflicts of interests
- oversee the implementation of, and ensure the Parties' compliance with the Alliance Agreement and all other Services Contracts;
- review the governance arrangements for the Alliance at least annually.
- Agreeing standard operating procedures as required

2.3 The MCP Leadership Team shall carry out its role in accordance with:

2.3.1 this Agreement; and

2.3.2 these Terms of Reference.

2.4 These Terms of Reference set out the membership, remit, responsibilities and reporting arrangements of the MCP Leadership Team and have been agreed and ratified by the Parties.

3. Appointment of MCP Leadership Team Members

3.1 The Parties have appointed individuals to represent them at meetings of the MCP Leadership Team ("Leadership Team Members"). The initial MCP Leadership Team Members are set out at Annex A to these Terms of Reference.

3.2 The GP Parties have established Neighbourhood groups in order to participate in the

Alliance. The Neighbourhoods shall be represented on the MCP Leadership Team by the Neighbourhood Chairs/Vice Chairs who shall have the role of representing their respective Neighbourhood views by providing the collated feedback and information to the Alliance and providing the MCP Leadership Team's feedback and information to the GP Parties via the Neighbourhoods.

3.3 The Neighbourhood Chairs/ Voice Chairs:

3.3.1 have been authorised through a Federation Agreement to represent the GP Parties' views at the MCP Leadership Team

3.3.2 shall be accountable to the Neighbourhoods in relation to the Alliance; and

3.3.3 will hold the Neighbourhoods to account in terms of the Neighbourhoods delivering their role.

3.4 The Parties may remove or replace their respective MCP Leadership Team Members at any time by notice in writing to the other Parties.

3.5 Any Leadership Team Member may appoint an alternate Leadership Team Member to act on their behalf ("Alternate"). An Alternate will be entitled to attend, be counted in the quorum and provide input at any meeting at which the Leadership Team Member appointing them is not present, and do all the things which their appointing MCP Leadership Team Member is entitled to do.

3.6 Unless otherwise agreed in writing by the Leadership Team Member, any appointment or removal of an Leadership Team Member will take effect upon service of a notice in writing by the relevant Party to the remaining Parties such notice to be sent to one or all of the MCP Leadership Team Members of the other Parties.

3.7 The MCP Leadership Team will ensure that the list of Parties and MCP Leadership Team Members at Annex A to these Terms of Reference is updated from time to time to reflect any appointments to and removals from the Alliance and the MCP Leadership Team.

4. Meetings and Proceedings of the MCP Leadership Team

Frequency of Meetings / Conduct of Business

4.1 The MCP Leadership Team shall hold meetings monthly, or more frequently as is deemed appropriate by the Parties in all the circumstances.

4.2 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 the [MCP Programme Lead](#) who will confirm this will the Chair accordingly.

4.3 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.

- 4.4 At the discretion of the Chair a decision may be made on any matter within these Terms of Reference 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.

Chair

- 4.5 The MCP Leadership Team members shall appoint a chair to oversee meetings of the MCP Leadership Team (the “Chair”). The members shall agree amongst them what constitutes independence for the purposes of the appointment of the Chair. The initial Chair will be an independent chair who is to be appointed by the MCP Leadership Team. .

In the absence of the Chair then an alternate or deputy Chair may be appointed by a majority vote of the MCP Leadership Team. References to the Chair in these Terms of Reference shall be taken as references to the alternate or deputy Chair where applicable.

Special Meetings

- 4.6 A special meeting may be called at any time by the Chair or by any of the MCP Leadership Team Members upon not less than two clear working days’ notice being given to the MCP Leadership Team Members and the Chair of the matters to be discussed. Notice shall be sent in writing or by email to the address notified by each member to the administrator appointed in accordance with paragraph **Error! Reference source not found.** below.

Quorum

- 4.7 No business shall be transacted at any MCP Leadership Team meeting unless a quorum (as set out in paragraph 4.8 below) is present.
- 4.8 The MCP Leadership Team will be quorate if:
- 4.8.1 two thirds of its members are present, subject to the members present being able to represent the views and decisions of the Parties who are not present at any meeting.
 - 4.8.2 Where a member cannot attend a meeting, the member can nominate a named deputy to attend. Deputies must be able to contribute and make decisions on behalf of the Party that they are representing.
 - 4.8.3 Deputising arrangements must be agreed with the Chair prior to the relevant meeting.

Additional Attendees

- 4.9 The MCP Leadership Team may invite such persons as it thinks fit to meetings but such invitees shall not count towards the quorum for the meeting and shall not be entitled to vote.

Minutes

- 4.10 The MCP Leadership Team shall keep minutes of the proceedings at meetings of the MCP Leadership Team and any committee or sub-committee and circulate drafts of the same following such meeting. Such minutes shall be approved by the MCP Leadership Team at its next meeting and signed by the Chair of the MCP Leadership Team and the chairs of the committee or sub-committees. Duplicate copies of the signed minutes shall be submitted to each MCP Leadership Team Member.

5. Decision Making and Voting

- 5.1 The MCP Leadership Team is not a decision making forum and is not a legal entity. Through consensus the MCP Leadership Team aims to agree recommendations for each respective Party to submit to its own approval process as appropriate.
- 5.2 The Chair will work to establish unanimity as the basis for matters which the MCP Leadership Team determines require a vote. The Chair may use a show of hands to indicate whether unanimity has been achieved, in which case each MCP Leadership Team Member who is present at such meeting has one vote.

6. Conflicts of Interest

- 6.1 The Parties acknowledge that given the purpose of the Alliance it is likely that conflicts may arise, for example , between Parties' roles as Providers, Commissioners or Local Authorities and their role in reviewing out of hospital care services] and identifying what is Best for Service.
- 6.2 Notwithstanding such conflicts the Parties shall in the interest of transparency and openness declare all known conflicts of interest.
- 6.3 The MCP Leadership Team shall develop and approve a protocol for addressing actual or potential conflicts of interests among its members (and those of the MCP Business Planning Leads). 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 Parties' own arrangements in respect of conflicts of interests, and any relevant statutory duties.
- 6.4 All Parties, MCP Leadership Team Members and MCP Management Team Members shall declare and record any interests in any matter either coming before the MCP Leadership Team or to be transacted by the MCP Management Team and such

member must provide the Chair with such details as are necessary for the other Parties to decide whether or not to authorise the conflict and allow such MCP Leadership Team Member or MCP Management Team Member to participate on the matter.

7. Review

7.1 The Alliance Leadership Team Terms of Reference will be formally reviewed annually to reflect the developing role of the MCP including as to

7.1.1 Any change to risk and liability between the parties

7.1.2 any changes to the roles and contributions of the Parties

7.1.3 any changes to the Terms of Reference not dealt with by way of variations.

MCP MANAGEMENT TEAM – TERMS OF REFERENCE

1. Purpose

- 1.1 The MCP Management Team has been established to manage the Alliance, particularly in respect of the delivery of plans to achieve the Alliance Objectives and strategies agreed by the MCP Leadership Team, and to manage performance and risk.

2. Responsibilities

The MCP Management Team will:

- 2.1 promote and encourage commitment to the Alliance Principles and Alliance Objectives amongst all Parties;
- 2.2 implement strategies agreed by the MCP Leadership Team to achieve the Alliance Objectives;
- 2.3 identify and escalate to the MCP Leadership Team strategic issues and resolve challenges such that the Alliance Objectives can be achieved;
- 2.4 develop implementation plans and implement decisions on the MCP Leadership Team in response to changes in the operating environment, including in respect of national policy or regulatory requirements, which impact upon the Alliance or any Party to the extent that they affect the Parties' involvement in the Alliance;
- 2.5 manage the performance of the Alliance, accounting to the MCP Leadership Team in this respect;
- 2.6 identify and manage the risks associated with the Alliance, integrating where necessary with the Parties' own risk management arrangements;
- 2.7 implement arrangements through which the Alliance accounts to relevant regulators and other stakeholders through whatever means are required by such regulators or are determined by the MCP Leadership Team, including, to the extent relevant, integration with communications and accountability arrangements in place within the Parties.
- 2.8 address any actual or potential conflicts of interests which arise for members of the MCP Management Team or within the Alliance generally, in accordance with a protocol to be agreed between the Parties (such protocol to be consistent with the Parties' own arrangements in respect of declaration and conflicts of interests, and compliant with relevant statutory duties);

3. Accountability

- 3.1 The MCP Management Team is accountable to the MCP Leadership Team. The minutes of the MCP Management Team will be sent to the MCP Leadership Team within [insert reasonable period following each meeting].
- 3.2 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 MCP Leadership Team.

4. Membership and Quorum

- 4.1 The MCP Management Team will comprise:

4.1.1 [Party 1]: [insert job title of person(s) from Commissioner 1]

4.1.2 [Party 2]: [insert job title of person(s) from Commissioner 2]

4.1.3 [Primary Care Provider Representative]: [insert job title of person(s) from Primary Care Provider Representative]

4.1.4 [repeat as many times as required]

- 4.2 The following persons may attend meetings of the MCP Management Team as observers but will not participate in decisions:

4.3 [Organisation 1]: [insert job title of person(s) from Organisation 1]

- 4.4 Other members/attendees may be co-opted as necessary.

- 4.5 The MCP Management Team 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 Parties who are not present at any meeting.

- 4.6 Where a member cannot attend a meeting, the member can nominate a named deputy to attend. Deputies must be able to contribute and make decisions on behalf of the Party that they are representing. Deputising arrangements must be agreed with the Chair prior to the relevant meeting. The MCP Management Team will be chaired by [insert name or job title and organisation] (the "Chair"). [Insert name job title and organisation] will be the Deputy Chair.

- 4.7 Where the Chair is absent, the Deputy Chair shall take on the role of the Chair.

5. Conduct of Business

- 5.1 Meetings will be held *monthly*.

- 5.2 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 **[insert]** who will confirm this will the Chair accordingly.

- 5.3 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.
- 5.4 At the discretion of the Chair a decision may be made on any matter within these Terms of Reference 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.

6. Decision Making and Voting

- 6.1 The MCP Management Team will aim to achieve consensus for all decisions of the Parties.
- 6.2 To promote efficient decision making at meetings of the MCP Management Team it shall develop and approve detailed arrangements through which proposals on any matter will be developed and considered by the Parties with the aim of reaching a consensus. These arrangements shall address circumstances in which one or more Party decides not to adopt a decision reached by the other Parties.

7. Conflicts Of Interests

- 7.1 The members of the MCP Management Team must refrain from actions that are likely to create any actual or perceived conflicts of interests.
- 7.2 The MCP Management Team shall adopt and comply with the protocol for addressing conflicts of interests as approved by the MCP Leadership Team.

ANNEX A

Members of the MCP Leadership Team

The initial members of the MCP Leadership Team and their nominated Party Representatives are listed below:

Party	Party Representative/MCP Leadership Team member
Fylde And Wyre Clinical Commissioning Group	Nicola Walmsley Integration Lead Jennifer Aldridge MCP Assurance Lead
Kirkham & Wesham neighbourhood chair	Dr Stephen Hardwick
Fleetwood neighbourhood chair	Dr Mark Spencer
Wyre Integrated neighbourhood chair	Dr Tom Marland
Lytham St Annes neighbourhood chair	Dr Ruth Mason
Blackpool Teaching Hospitals	Liz Holt
Fylde Coast Medical Services (NW) Ltd	Suzy Layton
Lancashire Care Foundation Trust	Heather Tierney-Moore
North West Ambulance Service	David Rigby
Spiral Health	Tracey Bush
Trinity Hospice	David Houston
Lancashire County Council	Dr Sakthi Karunanithi
Fylde Borough Council	Allan Oldfield
Wyre Borough Council	Mark Broadhurst
Fleetwood Neighbourhood Chair Appointed to represent the following GP Practices: Broadway Medical Practice Fleetwood Surgery The Mount View Practice	Chair – Dr Mark Spencer Vice Chair – Dr Robert Smythe

<p>Kirkham Neighbourhood Chair</p> <p>Appointed to represent the following GP Practices:</p> <p>Ash Tree House Surgery</p> <p>Kirkham Health Centre</p>	<p>Joint Chair - Dr Stephen Hardwick and Dr John Brown</p>
<p>Lytham St.Anne's Neighbourhood Chair</p> <p>Appointed to represent the following GP Practices:</p> <p>Ansdell Medical Practice</p> <p>Clifton Medical Practice</p> <p>Fernbank Surgery</p> <p>Holland house Surgery</p> <p>The Old Links Surgery</p> <p>Park Road Medical Practice</p> <p>Poplar House Surgery</p>	<p>Chair - Dr Ruth Mason</p> <p>Vice Chair - [tbc]</p>
<p>Wyre Integrate Neighbourhood Chair</p> <p>Appointed to represent the following GP Practices:</p> <p>Beechwood Surgery</p> <p>Over Wyre Medical Centre</p> <p>Lockwood Avenue Surgery</p> <p>Queensway Medical Centre</p> <p>The Thornton Practice</p> <p>The Village Practice</p>	<p>Chair - Dr Tom Marland</p> <p>Vice - CVhair Dr Wendy Ford</p>

SCHEDULE 3

Services

The Parties agree that they will consider all existing out of hospital care and any in hospital care that could be better provided out of hospital to be within the scope of their activities. In accordance with the Business Planning Process which is to be agreed between the parties and annexed to this Schedule below, they will annually work with stakeholders to develop a prioritised MCP Business Plan for the integration and redesign of services

Annex Business Planning Process – [the MCP Business Plan will be developed and agreed by the MCP Leadership Team by September 2017]

SCHEDULE 4

RISK/REWARD MECHANISM

The parties agree that they will consider and propose any risk/reward mechanism in accordance with the Business Planning Process identified in Schedule 3 –Services

SCHEDULE 5

Dispute Resolution Procedure

1 Avoiding and Solving Disputes

1.1 The Parties commit to working cooperatively to identify and resolve issues to mutual satisfaction so as to avoid all forms of dispute or conflict in performing our obligations under this Agreement. Accordingly the Parties will look to collaborate and resolve differences under Clause 7 (*Problem Resolution and Escalation*) of the Agreement prior to commencing this procedure.

1.2 The Parties believe that:

- (a) by focusing on the Alliance Objectives and Alliance Principles;
- (b) being collectively responsible for all risks; and
- (c) fairly sharing risk and rewards,

they will reinforce their commitment to avoiding disputes and conflicts arising out of or in connection with the Alliance.

1.3 The Parties shall promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this Agreement or the operation of the Alliance (each a 'Dispute') when it arises.

1.4 The MCP Leadership Team shall seek to resolve any Dispute to the mutual satisfaction of each of the Parties.

1.5 The MCP Leadership Team shall deal proactively with any Dispute on a Best for Service basis in accordance with this Agreement so as to seek to reach a unanimous decision. If the MCP Leadership Team reaches a decision that resolves, or otherwise concludes a Dispute, it will advise the Parties of its decision by written notice. Any decision of the MCP Leadership Team will be final and binding on the Parties.

1.6 The Parties agree that the MCP Leadership Team, on a Best for Services basis, may determine whatever action it believes is necessary including the following:

- (a) If the MCP Leadership Team cannot resolve a Dispute, it may select an independent facilitator to assist with resolving the Dispute; and
- (b) The independent facilitator shall:
 - (i) be provided with any information he or she requests about the Dispute;

- (ii) assist the MCP Leadership Team 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 Agreement, the procedure of the MCP Leadership Team 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 Parties equally.
- (c) If the independent facilitator cannot resolve the Dispute, the Dispute must be considered afresh in accordance with this Schedule 5 and only after such further consideration again fails to resolve the Dispute, the MCP Leadership Team may decide to:
- (i) terminate the Alliance; or
 - (ii) agree that the Dispute need not be resolved.

Schedule 6
Change Procedure

1 Change

- 1.1 This Schedule 6 shall not apply to individual and minor changes to the Integrated Out of Hospital Care Services which shall be identified and approved by the MCP Leadership Team.
- 1.2 Save as otherwise specifically provided in this Agreement, no Change will be binding on the Parties unless the requirements of this Change Procedure have been satisfied.
- 1.3 Any Party will be entitled to propose a Change at any time by issuing a Notice of Change to the MCP Leadership Team.
- 1.4 Any of the Parties may, at any time prior to the signature of the Change Approval Form by all Parties, withdraw a Notice of Change it served.
- 1.5 Each Notice of Change will provide in respect of the proposed Change information including, but not limited to:
 - (a) details of the proposed Change in sufficient detail to allow evaluation of the proposed Change;
 - (b) the reason for the proposed Change; and
 - (c) the critical dates, if any, for the implementation of the proposed Change.
- 1.6 The MCP Leadership Team will review the Notice of Change as soon as reasonably practicable after receipt and consider, on a Best for Service basis, whether or not and to what extent a Change should be recommended to the Commissioner and it will take the appropriate action to implement the MCP Leadership Team's decision.

2 Effect of Change on Costs

- 2.1 The Parties shall all work together to mitigate the effect, if any, which any Change will have on the costs which each of the Parties will incur in performing their respective obligations under this Agreement or any Services Contract.

- 2.2 Subject to paragraphs 2.1 and 2.3, if the costs which a Party will incur in the performance of its obligations under this Agreement or its Services Contract as a result of any Change will increase or decrease, then the Parties will discuss and consider the Impact on that Party and make recommendations, as appropriate, to the Commissioner.

3 Formalities

- 3.1 All Changes which are approved by the MCP Leadership Team will stipulate the date from which it will be effective and will be signed by each of the Parties.
- 3.2 The Parties will each take all necessary steps to seek to implement any alterations to or variations of any Services Contract or any Change made in accordance with this Schedule 6 with the relevant Commissioner.

Schedule 7

Policy for Management of Conflict of Interest

To be inserted in the agreed form as may be amended from time to time by agreement of all the Parties.

arm/ex/cou/cr/17/0709mb1 Appendix 1