

# **MEMORANDUM OF UNDERSTANDING**

**Between NHS Liverpool CCG**

**and**

**The Voluntary, Community and Faith Sector in  
Liverpool**

<b>Version Control</b>				
<b>Version</b>	<b>Modified by</b>	<b>Revisions</b>	<b>Date</b>	<b>Status</b>
V1	Colin Heaney LCVS		21/9/17	Draft
V2	Carole Hill	Revised to reflect CCG approach to collaboration	14/11/17	Draft
V3	Carole Hill	SMT & Equality Advisors review and comments	22/11/17	Draft
V5	Colin Heaney LCVS	Response to CCG queries & comments from VCFS reviewers	28/11/17	Draft
V6	Carole Hill	Minor grammatical amendments. Draft for Governing Body approval – 12/12/17	01/12/17	Final Draft

## **1 PURPOSE AND SCOPE OF THE MoU**

This Memorandum of Understanding (MoU) forms the basis of a shared understanding and a relationship between the Voluntary, Community and Faith Sector in Liverpool (represented in this context by Liverpool Charity and Voluntary Services - LCVS) and NHS Liverpool Clinical Commissioning Group (CCG).

The MoU is intended to demonstrate the parties' commitment to collaboration in the design of health and care services and, where services are provided by VCFS partners, to ensure effective partnerships for delivery.

The MoU is independent of any other agreements or contracts signed by or between the organisations concerned.

The approach to building relationships between the CCG and the VCFS will be asset-based; evidenced by a shared commitment to identifying and maximising our shared assets to support health and wellbeing. There will be an emphasis on system relationships and leadership, listening, sharing ideas and best practice, openness and willingness to address shared opportunities and challenges.

## **2 LEAD ORGANISATIONS**

For the purpose of the MoU the lead organisations will be LCVS (for the voluntary, community and faith sector) and NHS Liverpool CCG. However this MoU will extend to all willing VCFS partners and third sector suppliers and the CCG. Liverpool VCFS organisations will be invited to be signatories to the MoU.

## **3 OBJECTIVES**

The overarching objective of the MoU is to work effectively together to improve services and health outcomes for the people of Liverpool. We will achieve this shared objective by:

- Developing a shared understanding of the ways in which the VCFS can contribute to improvements and the sustainability of health, care and wellbeing services;
- Promoting and using the talent, reach and social value of VCFS organisations to support improvement;
- Sharing best practice models between the VCFS and the CCG;
- Enabling members of the VCFS working together to contribute to the development of new models of care, as appropriate;
- Through VCFS networks, involving patients, service users and communities in the design of health, care and wellbeing services;
- Supporting existing and developing networks and communities of practice across the VCFS healthcare and wellbeing sectors;
- Engaging VCFS providers in processes to determine health priorities and associated investment and disinvestment decisions that the CCG may make, including working together to ensure Equality Impact Assessments are carried out that involve all parties.

#### 4 **OUTCOMES**

The MoU is designed to support the alignment of objectives and outcome ambitions between the VCFS and CCG, which are to:

##### **Improve health outcomes and reduce health inequalities for the people of Liverpool:**

In Liverpool there are approximately 3,055 voluntary sector organisations; 1,332 of which are registered and some 1,723 are 'below the radar' organisations. By building networks with this wider sector our aim is to better mobilise these valuable assets and to more effectively engage with people who are furthest away from accessing current services.

The MoU will support collaboration to enable people to access the right care in the right place, with a shared aim to keep more people well; to enable more people to manage their conditions; to ensure care can be accessed outside of hospital and to recognise and respond better to the social as well as the medical needs of people.

The MoU recognises the valuable role the VCFS has in reaching people and mobilising communities around behaviour change, identifying and responding to need and tackling health inequalities, not only by delivering services but also by shaping their design and advocating for, representing and amplifying the voice of service users, patients and carers. Their input is essential to a vibrant local health economy.

### **Maximise Value from Financial Resources:**

Public services are responsible for maximising the impact and value from the financial resources they are allocated. In the current environment clinical commissioners are charged with making sometimes difficult decisions regarding service priorities. This MoU commits commissioners to involve VCFS providers, as appropriate, in processes that may impact on their services and to engage with the wider sector regarding service priorities.

Liverpool's VCFS employs an estimated 10,390 full-time equivalent (FTE) people in Liverpool, with an average of 7.8 employees per registered organisation. Liverpool's VCFS has a Gross Value Added (GVA) of £394m, or 4% of the cities total GVA. We are committed to maximising the skills and talent within the sector to develop and deliver better services and to support commissioners in maximising the value of the resources invested in the sector.

### **Build successful partnerships which promote shared understanding and integrated service delivery:**

Liverpool's VCFS has a significant role to play in developing integrated services, through co-design and co-delivery.

We will work together to identify and develop communities of practice to support the achievement of our shared aims and objectives. We will also work together to develop joint training opportunities for CCG and VCFS staff and volunteers. These communities of practice will focus on Liverpool's health and care priorities, including mental health, cancer, long term conditions, learning disabilities, children, complex needs and social models of care.

The VCFS can also help to ensure that disadvantaged groups, people with needs for reasonable adjustments and those with experience of discrimination are considered when services are developing or changing to avoid any unintended consequences.

By ensuring that regular dialogue takes place we can harness VCFS expertise to improve services, maximise the use and benefit of physical and human assets in communities, develop mutual learning and support between staff, volunteers and informal carers to learn about 'what works' and how best to deliver it.

### **Effectively engage patients and the public in influencing decisions:**

We will maximise the networks and expertise of VCFS organisations to reach people; local organisations are often the first, and sometimes only, point of contact for some of the most vulnerable people in the city.

The CCG already has a rich network of engagement partners that support service improvement, which we would wish to further strengthen.

## **5 COMMITMENTS**

The MoU encompasses a range of commitments which are summarised below:

### **The Voluntary, Community and Faith Sector will:**

- Act as a critical friend to the CCG;
- Facilitate communications with the wider VCFS;
- Contribute to and co-design services that meet people's needs and align with commissioner priorities;
- Provide constructive feedback on the partnership experience;
- Engage with stakeholders to ensure improved participation;

- Share information about health and social need in the Liverpool population;
- Contribute to the review of equality impacts regarding any proposed changes to VCFS services.

**The CCG will:**

- Clearly specify needs, priorities and requirements for service delivery and improvement;
- Communicate and be transparent about any constraints clearly to the VCFS, particularly with regard to financial considerations;
- Facilitate communications and engagement with all health and social care partners;
- Act within statutory requirements and CCG policies;
- Share information about health and social need in the Liverpool population;
- Work with the VCFS to identify needs, to help inform policies and priorities;
- Provide constructive feedback on the partnership experience.

The VCFS and the CCG will respect the commitments within the MoU and use them as a framework for effective collaboration and relationship development; acknowledging the complex and dynamic environment we operate in and the possibility of issues arising out of the control of all parties. All parties will agree to work with goodwill and to take a pragmatic approach.

## 6 WAYS OF WORKING

We will establish enabling structures to support relationship building, collaboration and co-production.

Proposals for moving forward key structures and agreements include the development of:

- **CCG/VCFS Reference Group**: a forum with representation from a range of constituent VCFS members along with NHS representatives, with the purpose of sharing information, identifying and delivering agreed programmes of work.
- Initially a small number of **Joint Projects** as a means of developing understanding and collaboration.
- New or strengthened **Communities of Practice** to support integration and co-production in the design of specific service improvements.
- Joint opportunities for **shadowing** and working in other environments to build understanding of the challenges and opportunities around collaboration.
- Effective **communication and engagement** channels between the CCG and a wide range of to inform and reach all VCFS organisations.

## 7 PARTNERSHIP VALUES

The relationship will be based upon:

- Mutual respect and trust;
- Open and transparent communications;
- Co-operation and engagement;
- A commitment to being positive, constructive and pragmatic;
- A willingness to work with and learn from others;
- A shared commitment to providing excellent services to the community;
- A commitment to make the best use of resources.



## **8 COMMUNICATIONS**

Relationships will be based upon mutually agreed communication commitments, including:

- Communicating openly and constructively and to sharing good practice;
- Engagement and co-operation in order to achieve the maximum benefits for the community. This co-operation will include the sharing of appropriate information and maintaining effective communication, where this will inform and improve the delivery of services and enhance learning.
- All communications, especially those relating to policy, service delivery, commissioning and evaluation, should be delivered in a timely manner. Where there are time constraints imposed on either party by an external body this should be communicated as soon as possible across the partnership.

## **9 CONFLICTS OF INTEREST**

For the purpose of this MoU, conflicts of interest are defined as per NHS England statutory guidance (2017) as “a set of circumstances by which a reasonable person would consider that an individual’s ability to apply judgement or act, in the context of delivering, commissioning, or assuring taxpayer funded health and care services is, or could be, impaired or influenced by another interest they hold”.

Liverpool CCG has in place robust arrangements to manage conflicts of interest and will ensure that these are adopted by the parties in respect of any collaboration or co-production to improve services and health outcomes for the people of Liverpool.

A process will be put in place to ensure to enable full disclosure of any personal, professional, direct/indirect financial or non-financial interests (or close family affiliations) which may be perceived to influence decision making.

- Upon signature to this MoU: Parties will make a formal declaration of interests within 28 days of the MoU signature which will then be recorded on a Register of Interests held specifically for areas of collaboration between CCG and the Voluntary, Community and Faith Sector;
- During the course of the collaboration: All Parties will be required to declare their interests prior to the commencement of any project and as a standing agenda item for every meeting prior to the item(s) in question being discussed;
- Upon a change to individual interests, change of role, responsibilities or circumstances: Whenever an individual's circumstances change in a way that affects their interests (e.g., where an individual enters into a new business or relationship, starts a new project/piece of work or may be affected by a procurement decision a further declaration should be made to reflect the change in circumstances as soon as possible.

## 10 **DISCLAIMER**

Clinical Commissioning Groups (CCGs), created following the Health and Social Care Act in 2012, are clinically-led statutory NHS bodies responsible for the planning and commissioning of health care services for their local area. CCGs are responsible for commissioning healthcare including mental health services, urgent and emergency care, elective hospital services, and community care. They are accountable to the Secretary of State for Health through NHS England.

In discharging its responsibilities the CCG must comply with principles of good governance; operate in accordance with the CCG's scheme of reservation and standing orders and comply with the CCG's arrangements for discharging its statutory duties, all of which are set out in the CCG's Constitution.

The CCG Governing Body recognises the importance in making decisions about the services it procures in a way that does not call into question the motives behind the procurement decision that has been

made. The CCG will procure services in a manner that is open, transparent, non-discriminatory and fair to all potential providers. This Memorandum of Understanding excludes and is separate from procurement processes and the management of voluntary and community sector contracts for the provision of services.

## **11 CONFIDENTIALITY AND DATA PROTECTION**

- The Parties to the MoU agree to share information with each other and with evaluators.
- The Parties to the MoU may at times acquire information that has not yet been made public and/or is confidential. The Parties must not disclose confidential information for commercial or political advantage or to disadvantage or discredit other parties to the MOU or anyone else.
- There is an expectation that personalised data, reflecting individuals' need, will be collected with informed consent from the outset. Informed consent will normally include a signed consent form.

## **12 DURATION OF THE MoU**

All parties accept the dynamic environment we operate in and that priorities and specific activities will be subject to change. In recognition of this the MoU will be reviewed and amended annually by mutual agreement. The date for the review of the MoU is January 2019.

## **13 TERMINATION**

If either of the Parties wishes to discontinue with the Memorandum of Understanding, this intention should be set out in writing, with reasons for the termination.

## 14 SIGNATORIES

### **Liverpool Council for Voluntary Services**

A handwritten signature in black ink, appearing to read 'Colin Heaney', written in a cursive style.

Signed by Colin Heaney, LCVS Co-Chief Executive, 22/2/2018

### **NHS Liverpool CCG**

A handwritten signature in black ink, appearing to read 'Jan Ledward', written in a cursive style.

Signed by Jan Ledward, Interim Chief Officer, 4/4/2018

### **VCFS Organisations**

[Signed by all third sector partners willing to sign the MoU)