

DATE

2022

- 1. NHS CHESHIRE AND MERSEYSIDE INTEGRATED CARE BOARD**
- 2. SEFTON METROPOLITAN BOROUGH COUNCIL**
- 3. MERSEY CARE NHS FOUNDATION TRUST**
- 4. SOUTHPORT AND ORMSKIRK HOSPITAL NHS TRUST**
- 5. LIVERPOOL UNIVERSITY HOSPITALS NHS FOUNDATION TRUST**
- 6. ALDER HEY CHILDREN'S HOSPITAL NHS FOUNDATION TRUST**
- 7. HEALTHWATCH SEFTON**
- 8. SOUTHPORT AND FORMBY PRIMARY CARE NETWORK**
- 9. SOUTH SEFTON PRIMARY CARE NETWORK**
- 10. SEFTON COUNCIL FOR VOLUNTARY SERVICE**
- 11. ONE VISION HOUSING**

COLLABORATION AGREEMENT FOR SEFTON PARTNERSHIP

No	Date	Version Number	Author
1	October	1	Hill Dickinson
2	June 2022	2	Ellie Moulton, Debbie Fairclough, Stephen Williams, David McCullough
3	July	3	Debbie Fairclough, reflecting feedback from the task and finish group

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Executive summary: collaboration agreement for the Sefton Partnership

This agreement provides an overarching framework for the place-based partnership approach to integrated health, care and wellbeing in Sefton, known as the Sefton Partnership.

The arrangements set out build on the existing integrated governance structures between health and care partners in Sefton. They are intended to broaden the partnership to include key partners such as Primary Care Networks and further develop the established place-based integrated working arrangements between the partners for the benefit of the Sefton population.

This agreement is designed to work alongside existing contractual and partnership arrangements for the delivery of care, support and community services via the NHS and Council to the extent such services are within the scope of the agreement. The agreement is not intended to be legally binding.

The partners intend to work together under the governance framework set out in this agreement to develop the Sefton Partnership and may potentially in future include requirements in relation to population health outcomes, risk/gain share, financial and contract management requirements, as may be agreed between the partners.

The partners will review progress made and the terms of this agreement at six monthly intervals from 1 July 2022 and may agree to vary the agreement to reflect developments. Notwithstanding this, the partners may review and amend the terms of this agreement at any time.

DATE:

2022

This collaboration agreement (the **agreement**) is made between:

1. NHS CHESHIRE AND MERSEYSIDE INTEGRATED CARE BOARD

CM.partnership@nhs.net

1. **SEFTON METROPOLITAN BOROUGH COUNCIL** of Bootle Town Hall Oriel Road, Bootle, L20 7AE (the “**Council**”);
2. **MERSEY CARE NHS FOUNDATION TRUST** of V7 Building, Kings Business Park, Prescot L34 1PJ (“**MCFT**”);
3. **SOUTHPORT AND ORMSKIRK HOSPITAL NHS TRUST** of Southport And Formby District General Hospital, Town Lane, Kew, Southport PR8 6PN (“**S&OHT**”);
4. **LIVERPOOL UNIVERSITY HOSPITALS NHS FOUNDATION TRUST** of Prescot Street, Liverpool, Merseyside, L7 8XP (“**LUHFT**”);
5. **ALDER HEY CHILDREN’S HOSPITAL NHS FOUNDATION TRUST** of Eaton Road, Liverpool L12 2AP (“**AHCFT**”);
6. **HEALTHWATCH SEFTON** Suite 3B, North Wing, Burlington House, Crosby Road North, Waterloo L22 0LG (“**Healthwatch**”).
7. **SOUTHPORT AND FORMBY PRIMARY CARE NETWORK (“Primary Care Networks/ PCNs”)** 12 Church Street, Southport, Merseyside, PR9 0QT
8. **SOUTH SEFTON PRIMARY CARE NETWORK (“Primary Care Networks/ PCNs”)** G03-G07 Biz Hub, 36 Canal Street, Bootle, L20 8AH
9. **SEFTON COUNCIL FOR VOLUNTARY SERVICE (“CVS”)** Suite 3B, 3rd Floor, North Wing, Burlington House, Crosby Road North, Waterloo, L22 0LG
10. **ONE VISION HOUSING** Heysham Road , Bootle , L30 6UR

together referred to in this agreement as the “**partners**”.

The ICB and the Council (in its role as commissioner of social care and public health services) are together referred to in this agreement as the “**commissioners**”

MCFT, S&OHT, LUHFT, AHCFT, Healthwatch, Sefton Council for Voluntary service, Primary Care, One Vision Housing and the Council (in its role as provider of social care and locality services, whether directly or through contracting arrangements with third party providers) are together referred to in this agreement as the “**providers**”.

Background.

- a) The NHS Long Term Plan was published in January 2019 and provided a vision of health and care joined up locally around population needs, the experience of Social Care and Health collectively responding to covid further compounded the need to achieve this. Subsequently on the 11th February 2021 a White Paper was published as a response to the 2020 NHS England Consultation - Integrating care: Next steps to building strong and effective integrated care systems across England **“Health and social care integration: joining up care for people, places and populations”**¹ (the **“White Paper”**) it set out the key components of an integrated care system (**“ICS”**). The Bill has since moved through parliament and received Royal Assent in April, which will see it take affect from the 1st July 2022.
- b) The Health and Care Act is designed to promote integration of Health and Care System focused on health of the population not patients. It obligates us to operate Health and Care seamlessly without artificial silos. Integrated Care Systems (ICS) will be funded to support Health outcomes in their area and held to account by CQC. ICS’s will deliver the best possible care through dynamic partnerships between the NHS and Local Authorities. They will use collective resources to address the most complex heath issues, with enhanced assurance frameworks for Social Care to support improved outcomes and experiences.
- c) This agreement sets out the values, principles, and shared ambition of the partners in supporting the further development of place-based health and care provision for the people of Sefton using a population health management approach, building on the progress achieved by the partners to date. The partner organisations under this agreement include HealthWatch Sefton, Primary Care Networks, One Vision Housing and Sefton CVS recognising both the vital role of wider cross-sector partners and the central role primary care will play in moving towards a population health management approach for Sefton.
- d) The partners will focus on priority programmes in line with a life-course approach and work towards achieving specific outcomes as per the Health & Wellbeing Strategy and the proposed Marmot “beacon indicators” for Cheshire & Merseyside that are set out in “All Together Fairer”. Further priority programmes may be identified by the partners during the term of this agreement as required to further the collaborative work of the partners for the benefit of the population of Sefton.
- e) The partnership acknowledge that the Council has a dual role within the Sefton health and care system as both a commissioner of social care and public health services but also as a provider of social care and locality services either through direct delivery or through contracts with third party providers. In its role as commissioner of social care

¹ *Health and Social Care Integration: joining up care for people, places and populations* ([Health and social care integration: joining up care for people, places and populations](#))

services the Council will work in conjunction with the C&M ICB/ICB and in its role as a provider of social care services the Council will work in conjunction with the providers. The Council recognises the need to and will ensure that any potential conflicts of interest arising from its dual role are appropriately identified and managed.

- f) This agreement is intended to work alongside:
 - a. the services contracts between the C&M ICB and the providers and between the Council and the providers; and
 - b. the Section 75 agreement between the C&M ICB and the Council.

1. INTRODUCTION

- 1.1 The partners have agreed to work together on behalf of the people of Sefton to develop the Sefton Partnership through which to identify and respond to the health and care needs of the Sefton population, and deliver integrated health, support and community care to develop and ultimately deliver improved health and care outcomes for the people of Sefton.
- 1.2 This agreement sets out the key terms that the partners have agreed, including:
 - 1.2.1 the vision of the partners, and key objectives for the development and delivery of integrated services in Sefton;
 - 1.2.2 the key principles that the partners will comply with in working together;
 - 1.2.3 the governance structures underpinning the Sefton Partnership and
 - 1.2.4 A place plan will be developed for 2022/23, which the partners will work together to implement once that has been agreed.
- 1.3 partners agree to work together in good faith and understand that this agreement shall not be legally binding. The partners each enter into this agreement intending to honour all of their respective obligations.
- 1.4 Each of the providers has one or more individual services contracts (or where appropriate combined services contracts) with the C&M ICB or the Council. This agreement will work alongside these services contracts and the Section 75 agreement as appropriate.
- 1.5 Each of the commissioners and the providers agree to work together in a collaborative and integrated way on a Best for Sefton basis and the services contracts set out how the providers provide services to the Population. This agreement is not intended to conflict with or take precedence over the terms of the services contracts unless expressly agreed by the partners in writing.

This agreement is not intended to override or replace the independent statutory and regulatory duties that each partner has, and each partner remains responsible for ensuring that they comply with such duties.

Each partner acknowledges and confirms that as at the date of this agreement, it has obtained all necessary authorisations to enter into this agreement and that its own organisational leadership body has approved the terms of this agreement.

2. THE VISION

2.1 The overarching vision for the partnership as per the borough's Health & Wellbeing Strategy, and local NHS five year plan Sefton 2gether, is as follows:

A confident and connected borough that offers the things we all need to start, live and age well, where everyone has a fair chance of a positive and healthier future.

Our ambitions for Start Well are:

- Education and training will enable every young person to unlock the door to more choices and opportunities
- Every child will achieve the best start in their first 1001 days
- Every child and young person will have a successful transition to adulthood, including young carers, and children with special educational needs and disabilities for whom transition extends to 25 years.

Our ambitions for Live Well are:

- Health, care and wellbeing services across the wider system will work together to support individuals, carers, families, and communities
- The wider system has a strong role in prevention, early intervention, health equity, and integrated care so that access and support is available where needed
- Everyone has a fulfilling role which can support their needs, with opportunities to contribute, learn and progress

Our ambitions for Age Well are:

- Older people will stay active, connected and involved by being part of strong communities in which they are important.
- As people grow older, they will be provided with support, tailored to their needs which respects their dignity and individual preferences, including in relation to caring responsibilities.
- Our communities and the built environment will meet the needs of people as they get older, through age and disability friendly towns, communities, services, housing and transport.

Our All Age ambition is that:

- The places where we live will make it easy to be healthy and happy, support our physical and mental health, with opportunities for better health and wellbeing on our doorstep, where social connections are encouraged across all generations.

3. THE OBJECTIVES

The partners have agreed to work together and to perform their duties under this agreement in order to improve population health and reduce health inequalities across Sefton.

The partners will aim to achieve the following outcomes identified in the Sefton Health & Wellbeing Strategy as well as contribute to the proposed “Marmot beacon indicators” as set out in the All Together Fairer report for Cheshire & Merseyside:

3.1

- Education and training will enable every young person to unlock the door to more choices and opportunities
- Every child will achieve the best start in their first 1001 days
- Every child and young person will have a successful transition to adulthood, including young carers, and children with special educational needs and disabilities for whom transition extends to 25 years.
- Everyone will have a fulfilling role which can support their needs
- The wider system will have a strong role in prevention and early intervention
- Older people will stay active, connected and involved by being part of strong communities in which they are important.
- As people grow older, they will be provided with support, tailored to their needs which respects their dignity and individual preferences, including in relation to caring responsibilities.
- Our communities and the built environment will meet the needs of people as they get older, through age and disability friendly towns, communities, services, housing, and transport.
- The places where we live will make it easy to be healthy and happy, with opportunities for better health and wellbeing on our doorstep

3.2 The partners acknowledge that they will have to make decisions together in order for the Sefton Partnership to work effectively. The partners agree that they will work together and make decisions on a Best for Sefton basis in order to achieve the outcomes.

4. THE PRINCIPLES

4.1 The principles underpin the delivery of the partners’ obligations under this agreement and set out key factors for a successful relationship between the partners.

4.2 The partners agree that the success of the Sefton Partnership will depend on their ability to effectively co-ordinate and combine their expertise and resources in order to deliver an integrated approach to the planning, provision and use of community assets and services across the partners.

4.3 The partners will work together in good faith and will:

- 4.3.1 Work together to deliver a single vision through a focused set of priorities to reduce the unacceptable gap in health and wellbeing inequalities
- 4.3.2 Work to achieve financial sustainability by working to create the conditions to guarantee the most efficient, effective and value for money based use of public resources in Sefton.
- 4.3.3 Deliver person centred services informed by the voice of experts by experience through commitment to codesign, coproduction and listening at all levels to our owners – the people that need Care and Support.
- 4.3.4 Commit to acting ethically at all times with the ultimate interest of the citizen held at the heart of what we do. This is to be achieved through openness, honesty, transparency and constructive challenge.
- 4.3.5 To build on what we learnt during COVID – the power of acting as one, being risk enabled, outcome focused, and solution driven to solve our ‘wicked problems’
- 4.3.6 Invest in innovative and creative services that bring best practice to Sefton and offer digital solution that bring maximum impact and solutions to our citizens
- 4.3.7 Ensure that all that we do is informed by a population health framework that enables shared, collective data to ensure that residents are getting the best possible care and support – in the right place at the right time

(Together these are the “**principles**”).

5. RESOLVING DISPUTES AND DISAGREEMENTS

- 5.1 The partners agree to adopt a systematic approach to problem resolution which recognises the objectives (section 3) and the principles (section 4) above and which:
 - 5.1.1 seeks solutions without apportioning blame;
 - 5.1.2 is based on mutually beneficial outcomes;
 - 5.1.3 treats providers and the commissioners as equal parties in the dispute resolution process; and

- 5.1.4 contains a mutual acceptance that adversarial attitudes waste time and money.
- 5.2 If a problem, issue, concern or complaint comes to the attention of a partner in relation to the objectives, principles or any matter in this agreement and is appropriate for resolution between the commissioners and the providers such partner shall notify the other partners and the partners each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion within 20 operational days of such matter being notified.
- 5.3 If any partner receives any formal enquiry, complaint, claim or threat of action from a third party relating to this agreement (including, but not limited to, claims made by a supplier or requests for information made under the FOIA relating to this agreement) the receiving partner will liaise with the Sefton Partnership board as to the contents of any response before a response is issued.

6. TRANSPARENCY

Subject to compliance with the Law and contractual obligations of confidentiality, the partners will provide to each other all information that is reasonably required in order to deliver the priority programmes and implement the Sefton Place Delivery Plan (once it has been agreed and signed off) in line with the objectives.

7. OBLIGATIONS AND ROLES OF THE PARTNERS

- 7.1 Each of the partners acknowledges and confirms that:
- 7.1.1 it remains responsible for performing its obligations in accordance with the service contracts to which it is a party;
 - 7.1.2 it will be separately and solely liable to the relevant counterparty or counterparties under its own services contracts;
 - 7.1.3 it remains responsible for its own compliance with all relevant regulatory requirements and remains accountable to its board/cabinet and all applicable regulatory bodies; and
 - 7.1.4 it will work collaboratively with the other partners to develop the Sefton Partnership approach for the priority programmes and implement the Sefton Partnership place plan.

8. SEFTON PARTNERSHIP GOVERNANCE

- 8.1 The partners must communicate with each other and all relevant staff in a clear, direct and timely manner. In addition to the partners' own board, cabinet or other relevant committee, which shall remain accountable for the exercise of each of the partners' respective functions, the governance structure for the Sefton Partnership will comprise: the Sefton Partnership board and any established sub-groups; and the Sefton Health and Wellbeing Board.
- 8.2 It has now been confirmed that substantive delegations to place will not occur during the remainder of 2022/23 therefore the Sefton Partnership board will operate as a collaborative forum and will be responsible for making recommendations on strategic policy matters relevant to the place partnership.

Sefton Partnership board

8.3 The board is the forum responsible for:

8.3.1 overseeing the partnership arrangements under this agreement.

8.3.2 reporting to the Health and Wellbeing Board and Cheshire and Merseyside Integrated Care Board on progress against delivering the Health & Wellbeing Strategy for Sefton and supporting the development and implementation of a place delivery plan; and

8.3.3 working with:

(a) national stakeholders (including NHS England and NHS Improvement); and

(b) the Cheshire & Merseyside Integrated Care System

to communicate the views of the partners and updates/progress reports on matters relating to integrated care in Sefton.

8.4 The Sefton Partnership board will act in accordance with its terms of reference.

8.5 The chair of the partnership will mirror that of the Health and Wellbeing Board and be the Sefton representative on the Cheshire and Merseyside Integrated Care Partnership. The deputy chair of the partnership will be a GP lead clinician from within Sefton. The chairing arrangements shall be reviewed on a bi-annual basis.

8.6 Each partner must ensure that its appointed members or attendees of the Sefton Partnership Board (or their appointed deputies/alternatives) attend all of the meetings of the relevant group and participate fully and exercise their rights on a Best for Sefton basis and in accordance with the agreed principles

8.7 The partners will communicate with each other clearly, directly and in a timely manner to ensure that the partners (and their representatives) present at the Sefton Partnership board are able to participate in discussions and/or represent their nominating organisations to enable effective and timely consensus recommendations to be made to a relevant board.

8.8 The partners will review and develop the governance arrangements for the Sefton Partnership during 2022/23 to strengthen arrangements and create frameworks for potential joint decision-making between the partners, such review to include consideration of developing a joint committee structure between the partners in line with the relevant provisions of the Health and Care Act 2022. This will be subject to approval by the relevant bodies.

Sefton Health and Wellbeing Board

- 8.9 The Sefton Health and Wellbeing Board is a committee of the Council, charged with promoting greater health and social care integration in Sefton. The Health and Wellbeing Board will receive reports from the Sefton Partnership Board as to the development of the partnership arrangements under this agreement and progress against the Health & Wellbeing Strategy.

9. CONFLICTS OF INTEREST

- 9.1 The partners will:

- 9.1.1 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 operation of the Sefton Partnership Board, and the committees/forums or groups that operate below immediately upon becoming aware of the conflict of interest whether that conflict concerns the partner, or any person employed or retained by them for or in connection with the performance of this agreement;
- 9.1.2 not allow themselves to be placed in a position of conflict of interest in regard to any of their rights or obligations under this agreement (without the prior consent of the other partners) before they participate in any decision in respect of that matter; and

10. CHARGES AND LIABILITIES

- 10.1 The partners will continue to be paid in accordance with the mechanism set out in their respective services contracts.
- 10.2 The partners have not agreed as at the commencement date to share risk or reward. However, the partners will work together in time to develop system financial principles, including the potential development of risk/reward sharing mechanisms.
- 10.3 The partners' respective responsibilities and liabilities in the event that things go wrong with the services will be allocated under their respective services contracts and not this agreement.

11. CONFIDENTIALITY AND INFORMATION SHARING

- 11.1 Each partner shall keep confidential all confidential information that it receives from the other partners except to the extent that such confidential information is required by Law to be disclosed or is already in the public domain or comes into the public domain otherwise than through an unauthorised disclosure by a partner to this agreement.

- 11.2 To the extent that any confidential information is covered or protected by legal privilege, then disclosing such confidential information to any partner or otherwise permitting disclosure of such confidential information does not constitute a waiver of privilege or of any other rights which a partner may have in respect of such confidential information.
- 11.3 The partners agree to procure, as far as is reasonably practicable, that the terms of this Clause 11 (*Confidentiality and Information Sharing*) are observed by any of their respective successors, assigns or transferees of respective businesses or interests or any part thereof as if they had been party to this agreement.
- 11.4 Nothing in this Clause 11 (*Confidentiality and Information Sharing*) will affect any of the partners' regulatory or statutory obligations.
- 11.5 The partners acknowledge that they are each subject to the requirements of the FOIA and will facilitate each other's compliance with their information disclosure requirements, including the submission of requests for information and handling any such requests in a prompt manner and so as to ensure that each partner is able to comply with their statutory obligations.

12. DURATION AND REVIEW

- 12.1 This agreement shall take effect on the Commencement Date and will continue in full force and effect unless and until terminated in accordance with the terms of this agreement.

The partners will review progress made and the terms of this agreement at six monthly intervals from 1 July 2022 and may agree to vary the agreement to reflect developments. Notwithstanding this, the partners may review and amend the terms of this agreement at any time in accordance with Clause **Error! Reference source not found.** (*Variations*)

13. VARIATIONS

Any variation to this agreement shall not be effective unless set out in writing and signed by or on behalf of the partners.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

Definitions and interpretation

- 1. The following words and phrases have the following meanings:

Agreement	this agreement incorporating the Schedules.
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Best for Sefton	the achievement of the Vision and Objectives for the Sefton population on the basis of the principles.
Claims	any claims, actions, demands, fines or proceedings.
Commencement date	the date entered on page one (1) of this agreement.
Confidential information	the provisions of this agreement and all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this agreement.
Dispute	any dispute arising between two or more of the partners in connection with this agreement or their respective rights and obligations under it.
Dispute Resolution Procedure	the procedure set out in section 5
FOIA	the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such Act.
ICB	Cheshire & Merseyside Integrated Care Board.
Sefton Partnership	The place based arrangement for care and support.
ICS	Integrated Care System.
Insolvency	(as may be applicable to each partner) a partner taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
Law	<ul style="list-style-type: none"> a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; b) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; c) Guidance (as defined in the NHS Standard Contract);

	<p>d) National Standards (as defined in the NHS Standard Contract); and</p> <p>e) any applicable code.</p>
NHS Standard Contract	the NHS Standard Contract for NHS healthcare services as published by NHS England from time to time.
Objectives	the objectives for the Sefton Partnership set out in Clause 3.
Operational Days	a day other than a Saturday, Sunday or bank holiday in England.
Population	the population of Sefton covered by each of the commissioners.
Principles	the principles for the Sefton Partnership set out in Clause 7.3.
Priority Programmes	the programmes which will set out the key priority areas and populations which are to be the focus of joint working between the partners.
Section 75 agreement	the agreement relating to 2022/23 entered into by the commissioners under section 75 of the National Health service Act 2006 to commission the services listed in the Schedules to that agreement.
Service Users	people within the Sefton population served by the commissioners and who are in receipt of the services.
Services	the services provided, or to be provided, by each Provider to service Users pursuant to its respective services Contract.
Services Contract	a contract entered into by one of the C&M ICB or the Council and a Provider for the provision of services, and references to a services Contract include all or any one of those contracts as the context requires.