



Walsall Together Alliance Agreement



Walsall Council




Dudley and Walsall
Mental Health Partnership
NHS Trust



Walsall Healthcare 
NHS Trust


Walsall
Clinical Commissioning Group

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THIS AGREEMENT is made on the _____ day of _____ 2019
BETWEEN the parties listed in Schedule 1.

Introduction

The Walsall Health and Care system Partners are developing new integrated ways of working to improve the health and wellbeing outcomes of their population, increase the quality of care provided and provide long term financial sustainability for the system.

This agreement is an integral part of the vision to promote integrated services that deliver personalised care and it is anticipated that this agreement will facilitate the objectives of Walsall Together as more fully described in this agreement.

The Walsall Together Partners intend to develop an Integrated Care Partnership (ICP) through which to plan, manage and deliver integrated care, which will provide the contractual environment to further develop and strengthen the role and responsibility of the Walsall Together ICP as this matures over the coming years.

Over the period of this agreement, the partners will work together positively and in good faith in accordance with the alliance principles to achieve the alliance objectives. The partners also envisage that this agreement will endeavour to provide flexibility to their relationship as may be required, from time to time, to implement the changes required either nationally or any subsequent changes to the Health or Social Care functions

This agreement is referred to in, supplements and works alongside the Services Contracts. It is designed to supplement and work alongside the Third Party Service Contracts. In other words, this agreement is the overarching agreement that sets out how we will work together in a collaborative and integrated way and the Service Contracts, the Service Operations Manual and Third Party Service Contracts respectively set out how we will provide the Services.

IT IS AGREED AS FOLLOWS:

1. PURPOSE

- 1.1. The partners have agreed to form an alliance with a primary aim to improve the health and wellbeing outcomes for the population of Walsall. In addition the alliance will be established to improve the financial, governance and contractual framework for the delivery of the services within the Walsall Together scope.
- 1.2. We recognise that the successful implementation of the alliance will require strong relationships and the creation of an environment of trust, collaboration and innovation. This agreement provides a formal mechanism in which the partners will work together to deliver the agreed governance arrangements and objectives of Walsall Together through a set of behaviours that are described in this agreement.

1.3. This Alliance Agreement supports the wider Black Country Sustainability and Transformation Plans (STP) memorandum of understanding.

2. TERM

2.1. This agreement shall be deemed to have come into force on the Commencement Date and, subject to Clause 3.2 and the provisions for earlier termination set out in this agreement, will expire on 31 March 2021 (“Initial Period”).

2.2. It is the intention of the partners that this agreement will be extended beyond the Initial Period. Accordingly, unless the Walsall Together Partnership Board agrees otherwise, the partners shall not less than six (6) months prior to the expiry of the Initial Period consider extension of this agreement.

3. EXCLUSIONS

3.1. Each one of the partners agrees that:

3.1.1. Each one of the partners is a sovereign organisation;

3.1.2. The alliance is not a separate legal entity and as such is unable to take decisions separately from or bind the partners.

3.2. This agreement is referred to in, supplements and works alongside the Services Contracts. It is designed to supplement and work alongside the Third Party Service Contracts. In other words, this agreement is the overarching agreement that sets out how partners will work together in a collaborative and integrated way and the Service Contracts, and Third Party Service Contracts respectively set out how the partners will provide the Services.

3.3. We recognise that each partner has its own regulatory and statutory responsibilities and that there will be some decisions that will need to be reserved for consideration and determination by individual Boards/Governing Bodies. The limits of that authority will be recorded in partners’ respective Schemes of Delegation.

3.4. The partners shall support each other to achieve compliance with each of our statutory responsibilities. Accordingly, nothing in this agreement will require any of the partners to do anything which is in breach of legal obligations (including procurement and competition law) or which breaches any regulatory or provider licence requirements.

3.5. The partners acknowledge that commissioning arrangements remain unchanged.

4. AIMS AND OBJECTIVES

- 4.1. The intention of the partners is that the alliance will deliver sustainable, effective and efficient services with significant improvements over the term of the agreement. The partners have agreed to work collaboratively to:
 - 4.1.1. Improve the health and wellbeing outcomes for the Walsall population;
 - 4.1.2. Improve care delivery and quality standards in the provision of care;
 - 4.1.3. Meet the statutory financial duties of all partner partners.
- 4.2. The alliance objectives will enable delivery of commissioner partners' key objectives so to be able to meet demand from changing levels of need, changing funding levels, new legislation and/or policy imperatives.
- 4.3. The provider partners acknowledge and accept that the partners may seek to shift activity and service specifications under the respective services contracts in order to achieve the alliance objectives.
- 4.4. The Walsall Together Business Case describes a Clinical Operating Model (COM) and a number of activity shifts that will contribute to the Triple Aim. Implementation of the COM will contribute to the following:
 - 4.4.1. Increase in community contacts;
 - 4.4.2. Increase in population self-care and self-management;
 - 4.4.3. Increase in social care contacts;
 - 4.4.4. Increase in VCS contacts;
 - 4.4.5. Increase in outpatient appointments in the community;
 - 4.4.6. Reduced length of stay;
 - 4.4.7. Reduced inappropriate A&E attendances;
 - 4.4.8. Reduced admissions from ambulatory care sensitive conditions;
 - 4.4.9. Reduced DNAs and length of outpatient appointments;
 - 4.4.10. Reduced number of outpatient appointments;
 - 4.4.11. Reduced outpatient referrals;
 - 4.4.12. Reduce the burden on Primary Care GP appointments through enhanced activity in the community.
- 4.5. Walsall Together will impact on the health and wellbeing of the population and will develop an Outcomes Framework with the following themes:
 - 4.5.1. A healthy population;
 - 4.5.2. Accessible, coordinated and responsive care;
 - 4.5.3. Strong communities;
 - 4.5.4. System enablers.

5. BEHAVIOURS

- 5.1. It is agreed that Walsall Healthcare Trust shall be the Host Partner.
- 5.2. As Host Partner, Walsall Healthcare Trust will engage with partners in a coordinated and integrated way, establishing an environment that encourages collaboration and integration.
- 5.3. Accordingly, we have agreed a set of behaviours that the partners will work to in delivering our alliance objectives:
 - 5.3.1. Work towards a shared vision of integrated service provision;
 - 5.3.2. Commit to delivery of system outcomes;
 - 5.3.3. Commit to common processes, protocols and other system inputs for those in-scope services;
 - 5.3.4. Take responsibility to make unanimous decisions on a 'Best for Walsall' basis, understanding population needs and predicting demand;
 - 5.3.5. Always demonstrate that service users' best interests are at the heart of our activities, ensuring the partnership promotes prevention and overall health and wellbeing;
 - 5.3.6. Adopt an uncompromising commitment to trust, honesty, collaboration, innovation and mutual support;
 - 5.3.7. Establish an integrated collaborative team environment to encourage open, honest and efficient sharing of information, whilst complying with data protection laws;
 - 5.3.8. Co-produce with others, especially service users, families and carers, in designing and delivering the services;
 - 5.3.9. Communicate openly about major concerns, issues or opportunities relating to the programme and the achievement of the outcomes;
 - 5.3.10. Share appropriate information, experience and knowledge so as to learn from each other and develop effective working practices;
 - 5.3.11. Work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
 - 5.3.12. Adopt a positive outlook by behaving in a positive, proactive manner.
 - 5.3.13. Communicate with each other and all relevant staff in a clear, direct and timely manner to optimise the ability for each of partner, the Walsall Together

Partnership Board and the supporting Governance Groups to make effective and timely decisions to achieve the alliance objectives.

5.4. Delegated Authority

- 5.4.1. We shall strive to give as much advance notice of Walsall Together Partnership Board business as is reasonably possible so as to allow each partner to seek views and any necessary approvals or authority from their individual organisation.
- 5.4.2. We shall seek to ensure that partners have appropriate levels of delegated authority in order to consider and determine issues at meetings of the Walsall Together Partnership Board.
- 5.4.3. Where there are limits on the delegated authority of partners (as confirmed in the relevant Scheme of Delegation), each partner shall advise the other partners of those limits and what additional approvals or authorisations will be required to participate in and make decisions at meetings of the Walsall Together Partnership Board.

5.5. Workforce

- 5.5.1. All partners understand that we each have certain responsibilities to each other in the way we deal with staff and employment law issues. For example, we need to manage the risk that some staff could transfer from one partner to another under the Transfer Regulations contained in the relevant Service Contract.
- 5.5.2. We agree that we will each have responsibility for our own staff and that, where internal reorganisation or redeployment of staff is needed, each partner shall be individually responsible for any costs of that reorganisation or redeployment.
- 5.5.3. In respect of staff that manage and run services in pursuant to this Agreement, each partner commits to each of the others that we shall co-operate and negotiate, acting reasonably and in good faith, to agree how we will manage the financial, operational, legal and other consequences of such staff transfers.

6. PROCESSES

- 6.1. Any partner that becomes aware of any actual or potential conflict of interest, which is likely to have an adverse effect on the partners ability to properly perform the obligations under this agreement, must immediately notify the Walsall Together Partnership Board. The Walsall Together Partnership Board shall determine how best to manage any actual or potential conflict of interest.

- 6.2. The Walsall Together Partnership Board may resolve to terminate this agreement if an Event of Force Majeure renders the continuation of the agreement impossible.
- 6.3. The Walsall Together Partnership Board may resolve to terminate this agreement if a dispute cannot be resolved.
- 6.4. The partners acknowledge and confirm that the host shall be entitled to be reimbursed for the agreed management and administrative costs reasonably incurred by the host in connection with the fulfilment of the hosting obligations.
- 6.5. New partners shall be admitted on terms which are fair, reasonable and non-discriminatory. Where a partner or partners wish to admit a new organisation to be a partner under this agreement, such a proposal shall be considered at the Walsall Together Partnership Board.
- 6.6. Partners may be removed by resigning to the Walsall Together Partnership Board.
- 6.7. Partners may submit a proposal to the Walsall Together Partnership Board to recommend the removal of another partner. The proposal shall outline the reasons for removal. Any removal will be considered will on terms which are fair, reasonable and non-discriminatory.
- 6.8. The provisions of this agreement may be varied at any time by a partner submitting a Notice of Variation to the Walsall Together Partnership Board. All Variations must be agreed by all partners.

7. STRUCTURE

7.1. Walsall Together Partnership (WTP) Board

- 7.1.1. Partners agree to establish the WTP Board, which is to be established as a sub-committee of the host partner.
- 7.1.2. The WTP Board will be responsible for decision making and strategic direction, including responsibility for the delivery of the Walsall Together Business Case.
- 7.1.3. The WTP Board will have responsibility for the oversight of service integration contractually in scope for the system integration and transformation.
- 7.1.4. The WTP Board will have other duties and the authority and accountability as defined in its Terms of Reference (Appendix 1).

7.2. Senior Management Team (SMT)

7.2.1. Partners agree to establish the Walsall Together SMT to provide assurance to the WTP Board that the objectives of the programme are being delivered. The SMT will be responsible for the delivery of system integration and transformation for in-scope services as per the clinical operating model.

7.2.2. The SMT will have other duties and the authority and accountability as defined in its Terms of Reference as approved by the WTP Board.

7.3. Executive Director of Walsall Together

7.3.1. We agree that the partners will engage an individual to undertake the role of the Executive Director of Walsall Together. The Director will be responsible for the oversight of the transformation and integration of services, as well as the operational management of the Walsall Together partnership services.

7.3.2. The Director of Walsall Together will be an Executive Director of the host partner, however their appointment will be confirmed and apply to all partners. The Walsall Together Director will work closely with all partners as a system integrator.

7.4. Risk Management

7.4.1. Risk implications of the partnership arrangements will be managed according to the host's Risk Management Policy. Where relevant, each partner will transfer all or part of a risk to individual organisation Risk Registers in accordance with individual Risk Management Policies.

7.4.2. Clinical and operational risks for the services in scope will continue to be reported and managed by the individual service providers and in accordance with the obligations under the Services Contracts.

APPENDIX 1 – WALSALL TOGETHER PARTNERSHIP BOARD TERMS OF REFERENCE