

DATED

2017

- (1) STOCKPORT NHS FOUNDATION TRUST
(2) STOCKPORT METROPOLITAN BOROUGH COUNCIL
(3) PENNINE CARE NHS FOUNDATION TRUST
AND
(4) VIADUCT CARE

**ALLIANCE PROVIDER AGREEMENT
2017/18**

| Draft | Date | Author |
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THIS AGREEMENT is made the day of**2017**
BETWEEN

- (1) **Stockport NHS Foundation Trust**, Stepping Hill Hospital, Poplar Grove, Stockport, Cheshire, SK2 7JE (**SFT**)
- (2) **Stockport Metropolitan Borough Council**, Fred Perry House, Edward Street, Stockport, SK1 3UR (**SMBC**)
- (3) **Pennine Care NHS Foundation Trust**, Trust Headquarters, 225 Old Street, Ashton-under-Lyne, Lancashire, OL6 7SR (**PCFT**)
- (4) **Viaduct Care**, 4th Floor, Stopford House, Stockport, SK1 3XE (**Viaduct**)

Each a “**Party**” together the “**Parties**”.

The Parties are together referred to as “**We**”, “**Us**”, “**Our**” or the “**Parties**” as the context requires.

BACKGROUND

- (A) The Parties are part of the Stockport Together Programme. 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 the Stockport Together Programme during a transitional period to a full Accountable Care Organisation.
- (B) The Parties intend to ensure integrated, high quality, affordable and sustainable health and care services are delivered in the most appropriate way to the GP registered population (health care) and resident population (social care) across Stockport.
- (C) The Parties have agreed to form an Alliance to progress the work of Stockport Together Programme and, in particular, to establish an improved financial, governance and contractual framework for the delivery of integrated health and social care services for the adult population in Stockport.
- (D) The Parties [have approved] [intend to approve] a suite of Business Cases through their existing assurance processes to deliver the objectives of the Stockport Together Programme. This Agreement sets out the basis on which the Parties will work together, through the formation of an Alliance Provider Board, to deliver the Business Cases.

(E) Over the period of this Agreement, We will work together positively and in good faith in accordance with the Integration Principles and on a 'Best for Project' basis to achieve the Integration Objectives.

(F) This Agreement supplements and operates in conjunction with existing Services Contracts: it does not replace those contracts for the delivery of existing services and requires SMBC to delineate and describe its commissioning functions in order to complement the existing contractual relationships between the CCG and health providers. The Parties acknowledge that fundamental to the success of the Stockport Together Programme is a shift from a reactive and crisis driven model of care to one that is proactive, anticipatory and seeks to maintain people in a community setting for as long as possible. The Parties acknowledge and accept that the new model of care will change the pattern of utilisation and will require a review of specifications under the respective Services Contracts and internal SMBC commissioning and provision arrangements

IT IS AGREED AS FOLLOWS:

1 Definitions and Interpretation

The provisions of this Agreement are to be interpreted in accordance with Schedule 1 (Definitions and Interpretation).

2 Status and Purpose of this Agreement

2.1 We agree to form an Alliance to allow us to act collectively. We have agreed to develop and enter into this Agreement for the development a governance framework for decision-making and delivery of the Business Cases in the transition period. In order to implement the new models of care set out in the Business Cases, this agreement will support the flexible use of all resources set out in Schedule X

2.2 This Agreement sets out the key terms we have agreed with each other including the governance arrangements for the Alliance to meet the two key aims of:

- (a) Delivering the new models of care as described in the business cases;
- (b) Providing a governance framework for the integrated transitional management team and neighbourhood teams

2.3 We recognise that the successful implementation of the Business Cases will require strong relationships and the creation of an environment of trust, collaboration and

innovation.

- 2.4 This Agreement supplements and works alongside all existing Services Contracts and SMBC internal commissioning and provision arrangements. This Agreement sets out how We will work together in a collaborative and integrated way and the Service Contracts and SMBC internal commissioning and provision arrangements set out how We will provide the Services.
- 2.5 Each of Us will perform Our respective obligations under Our respective Services Contract and internal commissioning and provision arrangements.

3 Term

- 3.1 This Agreement will come into force on the Commencement Date will operate until such time that one of the Parties withdraws from the agreement.

4 Integration Principles

- 4.1 The Integration Principles agreed by Us are to deliver sustainable, effective and efficient health and social care services with significant improvements over the term of this Agreement. In particular We have agreed the following Integration Principles for the Services:
- a. High quality care and support is delivered that is personalised, joined up and coordinated around the person
 - b. People will be more in control of their own health and wellbeing
 - c. Safer and stronger communities are built which are more able to meet their own needs
 - d. Primary care is sustainable and is the fundamental building block upon which integrated health and social care is delivered
 - e. Progressive and impactful integration overcomes fragmentation, and resources are deployed to where they are most needed
 - f. The focus of service delivery changes from the current emphasis on the management of illness to an approach based on early intervention, prevention, self-management and choice

- g. Care is delivered in the right place at the right time by the right person, every day of the week, enabling care and support to be delivered wherever possible close to people's homes rather than in hospital
- h. Staff will be given the autonomy and time to care in a system which places a greater emphasis on helping people devise solutions that fit their needs rather than the needs of organisations.

5 Alliance Governance

- 5.1 We agree to establish an Alliance Provider Board with overall responsibility for overseeing the implementation of the Business Cases. The terms of reference of the Alliance Provider Board are set out in Schedule 3.
- 5.2 We agree that the Alliance Provider Board will be responsible for the management of this Agreement. Each Party will retain its statutory and regulatory responsibilities in relation to provision of the Services.
- 5.3 The Alliance Provider Board will be made up of an executive level representative of each Party who has the delegated authority to make decisions on behalf of the Party they represent. It will be for each of the Parties to identify their executive level representative and delegate authority to make decisions on behalf of that Party to that representative, within the scope of their role and as defined by that Party.
- 5.4 There may be some matters where Our respective Boards/governing Bodies need to retain the ability to reserve the approval of some decisions for that Board/Governing body. The limits of that authority will be recorded in Our own respective schemes of delegation and schedule of reserved matters, all of which will be appended to the this agreement to ensure openness and clarity in decision making.
- 5.5 Where there are limits on the delegated authority of an Alliance Provider Board member (as confirmed in the individual Parties relevant scheme of delegation for the Board Member) that member shall advise the other members of those limits and what additional approvals or authorisations will be required to participate in and make decisions at meetings of the Alliance Provider Board
- 5.6 The members of the Alliance Provider Board will identify an individual who they will ask to be the chair of the Alliance Provider Board. The chair will be a non-voting independent member of the Alliance Provider Board.

- 5.7 The members of the Alliance Provider Board will be responsible for reporting to their appointing Party through established assurance processes. Each Party will put in place arrangements for the feedback loop into their assurance processes and notify the other Parties the basis on which its member reports back to it.
- 5.8 We agree to establish an Integrated Transitional Management Team that will report and be accountable to the Alliance Provider Board. The terms of reference of the Integrated Transitional Management Team are set out in Schedule 4.
- 5.9 The Integrated Transitional Management Team will have operational responsibility for the delivery of the Services and implementation of the Neighbourhood and Intermediate Tier Business Cases.
- 5.10 The Integrated Transitional Management Team will meet with the Alliance Provider Board [once a month] to provide assurance on all clinical, practitioner, governance, finance and performance issues.

6 Neighbourhood Teams

- 6.1 A core part of the implementation of the Business Cases is the development of neighbourhood leadership teams. We have agreed that each of the eight Neighbourhoods will have an Integrated Neighbourhood Leadership Team (INLT), consisting a Lead GP, Integrated Team Leader and Senior Practitioner. Each INLT will be responsible for the implementation of the Neighbourhood Business Case for their Neighbourhood.
- 6.2 We agree to appoint a Lead GP for each Neighbourhood whose role and responsibilities will be as set out in Schedule 7 (Lead GP Role and Responsibilities).
- 6.3 We agree to appoint an Integrated Team Leader for each Neighbourhood whose role and responsibilities will be as set out in Schedule 8 (Integrated Team Leader Role and Responsibilities).
- 6.4 The INLT will be accountable to the Integrated Transitional Management Team
- 6.5 The INLT shall have responsibility and accountability for implementation of the Neighbourhood Business Case for their Neighbourhood including:
- (a) Deployment of the existing employed workforce in Neighbourhoods to achieve the objectives set out in the Neighbourhood Business Case;

- (b) The neighbourhood element of the workforce plan within the overall Stockport Together Workforce Plan;
 - (c) Investment in neighbourhood schemes 2017/18 as set out in the Neighbourhood Business Case; and
 - (d) Engaging the wider neighbourhood team in the delivery of the Neighbourhood Business Case.
- 6.6 The INLT will provide clinical and professional leadership with regard to the Services in its Neighbourhood.
- 6.7 Each INLT will receive from the Integrated Transitional Management Team a monthly dashboard which informs the INLT of its performance against the Neighbourhood Business Case.
- 6.8 Each quarter the INLT and Integrated Transitional Management Team will meet to review the performance of the Neighbourhood against its objectives and progress against implementation of the Neighbourhood Business Case.
- 6.9 The INLT will inform the Integrated Transitional Management Team of any support required to implement the Neighbourhood Business Case.
- 6.10 Where the INLT is failing to deliver the Neighbourhood Business Case the INLT will meet with the Managing Director to agree an action plan. In the event that the INLT is failing to meet the requirements of the action plan within 3 months of it being agreed the matter will be referred to the Alliance Provider Board.

7 Integration Objectives

- 7.1 We will work together to achieve the Integration Objectives set out in Schedule 2.
- 7.2 We must communicate with each other and all relevant Staff in a clear, direct and timely manner to optimise the ability for each of Us, and the Provider Board to make effective and timely decisions to achieve the Integration Objectives.

8 Aligned Resources

- 8.1 We acknowledge that each of us may receive transformation funding and deploy significant resources in the delivery of current models of care and that these funds remain separate under this Agreement. This is aligned with the integrated

commissioning arrangements that relate to the delivery of services to the over 65's.

- 8.2 We agree that in order to facilitate the work of the Alliance Provider Board we will align the resources used for the delivery of the business cases for reporting and oversight to the Alliance board
- 8.3 We agree that the Alliance Provider Board will make decisions about the operational commitment of the aligned resources within the agreed financial envelope and subject to any restrictions set out in the schemes of delegation of the members of the alliance board and schedules of reserved matters appended to this agreement. Resource commitment decisions made by the Alliance Provider Board will require unanimous agreement and each party will retain actual spending decisions within their existing scheme of delegation.
- 8.4 The INLT will recommend to the Integrated Transitional Management Team for its approval or rejection how the Services should be delivered and how aligned resources should be deployed in the Neighbourhood.
- 8.5 The Integrated Transitional Management Team will make recommendations to the Alliance Provider Board for its approval or rejection how the Services should be delivered and how aligned resources should be deployed, having considered the recommendations received from the INLTs and any restrictions set out in the appendices to this agreement.
- 8.6 For the avoidance of doubt this Agreement does not create a pooled fund under section 75 of the National Health Service Act 2006.

9 Host

- 9.1 We agree that SFT will be the Host of the INLT.
- 9.2 The Host will enter into a memorandum of understanding in the form set out in Schedule 5 with each INLT.
- 9.3 The Host will be responsible, when requested, for entering into contracts and making payments to third parties on behalf of the Alliance Provider Board, the Integrated Transitional Management Team and the INLTs. The entering into all such contracts and payments will be in accordance clause 8.3 in that they must be contained within the agreed financial envelope and subject to any restrictions set out in the schemes of delegation of the members of the alliance board and schedules of reserved matters

appended to this agreement

9.4 The Host shall procure that the Alliance Provider Board, the Integrated Transitional Management Team and the INLTs have all necessary licences and consents to perform their roles. Where such licence or consent is required from one of Us We agree that We will grant such licence or consent.

9.5 We agree that where the Host enters into an agreement with a third party on behalf of the Alliance Provider Board, the Integrated Transitional Management Team and the INLTs We shall keep the Host fully indemnified for any Losses incurred by the Host except to the extent that such Losses are incurred as a result of the Host's negligence or other wrongdoing.

10 Transparency

10.1 We will provide to each other all information that is reasonably required in order to achieve the Integration Objectives and to design and implement changes to the ways in which Services are delivered.

10.2 We have responsibilities to comply with competition laws and We acknowledge that We will all comply with those obligations.

11 Services Contracts

11.1 Each of Us must perform Our respective obligations under, and observe the provisions of, any Services Contract and internal SMBC commissioning and provision arrangements to which We are a party.

11.2 Nothing in this Agreement relaxes or waives any of Our obligations pursuant to any Services Contract.

12 Confidentiality and Freedom of Information

12.1 We agree that We must comply with the terms of General Condition 20 of the NHS Standard Contract (Confidential Information of the Parties) as if set out here in full, including any variations that are made from time to time during the Term of this Agreement.

12.2 We agree that We must comply with the terms of General Condition 21 the NHS Standard Contract (Data Protection, Freedom of Information and Transparency) as if set out here in full, including any variations that are made from time to time during the

Term of this Agreement.

13 Personnel

13.1 We recognise the importance of following good employment practice particularly when undertaking the required service redesign and changes to operating practices. We confirm that staff will remain employed by, and subject to, the terms and conditions, policies and procedures of their existing employer.

14 Notices

14.1 Any notices given under this Agreement must be in writing and must be served in the ways set out below in this Clause 14.1 at the addresses set out in this Agreement. The following table sets out the respective deemed time and proof of service:

| Manner of Delivery | Deemed time of delivery | Proof of Service |
|---|---|---------------------------------------|
| Personal delivery | On delivery | properly addressed and delivered |
| Prepaid first class recorded delivery domestic postal service | 9.00am on the second Business Day after posting | properly addressed prepaid and posted |

14.2 The nominated addresses We will each use to send notices to each other are as set out at the start of this Agreement. Each Party may, on reasonable notice to all the other parties, provide a new nominated address.

15 General legal provisions

15.1 This Agreement constitutes the whole agreement between the Parties and supersedes any previous agreements between the Parties relating to the INLTs. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this Clause will limit or exclude any liability for fraud or for fraudulent misrepresentation.

15.2 This Agreement will be governed by the laws of England and the courts of England will have exclusive jurisdiction.

- 15.3 No variation or waiver of this Agreement or any part of it will be effective unless made in writing, signed by or on behalf of all the Parties and expressed to be such a variation or waiver.
- 15.4 This Agreement and the documents referred to in them are made for the benefit of the Parties, their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else.
- 15.5 The Parties will attempt to resolve any dispute between them in respect of this Agreement by negotiation in good faith.
- 15.6 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it preclude or restrict any further exercise of that or any other right or remedy.
- 15.7 No single or partial exercise of any right or remedy provided under this Agreement or by law will preclude or restrict the further exercise of that or any other right or remedy.
- 15.8 A Party that waives a right or remedy provided under this Agreement or by law in relation to another Party, or takes or fails to take any action against that Party, does not affect its rights in relation to any other Party.
- 15.9 Except as otherwise provided in this Agreement, no Party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it.
- 15.10 Nothing in this Agreement is intended to, or will be deemed to, establish any formal 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.
- 15.11 No person other than a Party to this Agreement will have any rights to enforce any term of this Agreement whether under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 15.12 This Agreement may be executed in any number of counterparts, each of which when executed will constitute an original of this Agreement but all the counterparts will together constitute the same Agreement.

IN WITNESS OF WHICH We have signed this Agreement on the date written at the head of this Agreement.

DULY EXECUTED

SIGNED by [INSERT NAME])
Duly authorised to sign for and on) Authorised Signatory
behalf of) Title:
STOCKPORT NHS FOUNDATION TRUST)

SIGNED by [INSERT NAME])
Duly authorised to sign for and on) Authorised Signatory
behalf of) Title:
STOCKPORT METROPOLITAN)
BOROUGH COUNCIL)

SIGNED by [INSERT NAME])
Duly authorised to sign for and on) Authorised Signatory
behalf of) Title:
PENNINE CARE NHS FOUNDATION)
TRUST)

SIGNED by [INSERT NAME])
Duly authorised to sign for and on) Authorised Signatory
behalf of) Title:
VIADUCT HEALTH)

SCHEDULE 1
DEFINITIONS AND INTERPRETATION

1 Interpretation

- 1.1 References to any statute, statutory instrument, regulations, directives or guidance are references to those as from time to time amended, replaced, extended or consolidated and includes any subordinate legislation for the time being in force made under it.
- 1.2 References to a particular organisation will be deemed to include a reference to any assign(s) of or successor(s) to such organisation or any organisation which has taken over any or all of either or both of the functions or responsibilities of that organisation. References to other persons will include their successors and permitted transferees and assigns.
- 1.3 Clause, schedule and paragraph headings will not affect the interpretation of this Agreement.
- 1.4 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.6 Words in the singular will include the plural and vice versa; words denoting the masculine gender include the feminine gender; words denoting persons include bodies corporate and unincorporated associations and partnerships.
- 1.7 Use of the term "including" or "includes" will be interpreted as being without limitation.
- 1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 The following words and phrases have the following meanings:

"Agreement" means this Agreement;

"Alliance Provider Board" means the board appointed to act on behalf of the Parties established under Clause 5.1 of this

Agreement;

“Business Cases”

means the following business cases endorsed by each of the Parties:

- a. Core Neighbourhoods;
- b. Intermediate Tier;
- c. Acute Interface;
- d. Out Patients;
- e.

“Integration Objectives”

means the objective set out in Clause 4.1;

“Business Day”

means any day which is not a Saturday, Sunday or a bank or public holiday in the United Kingdom;

“Commencement Date”

means 2017

“Host”

means the host of the INLT, which shall be SFT;

“Integrated Neighbourhood Leadership Team” or “INLT”

means the Lead GP, Integrated Team Leader and Senior Practitioner for a Neighbourhood;

“Integrated Team Leader”

means the senior District Nurse or Social Worker appointed as Integrated Team Leader for each Neighbourhood

“Integrated Transitional Management Team”

means the integrated management team appointed to act on behalf of the Parties under Clause 5.8 of this Agreement;

“Indirect Losses”

means loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis;

| | |
|--------------------------------------|--|
| “Lead GP” | means the Lead GP for a Neighbourhood, appointed by Viaduct |
| “Losses” | means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses; |
| “Neighbourhood” | means any of the following areas: <ul style="list-style-type: none"> (a) Bramhall; (b) Cheadle; (c) Stepping Hill; (d) Heatons; (e) Marple; (f) Tame Valley; (g) Victoria; and (h) Werneth; |
| “Neighbourhood Business Case” | means the business case endorsed by the Parties; |
| “NHS Standard Contract” | means the NHS Standard Contract published by NHS England from time to time; |
| “Senior Practitioner” | means the Senior District Nurse or Social Worker for each Neighbourhood who forms part of the INLT and is the opposite profession to the Integrated Team Leader to provide professional governance and supervision in the team; |
| “Service Users” | means the people that live in and around Stockport and are in receipt of the Services; |
| “Services” | means the community health and social care services as described in Schedule 6 (Scope of the Services) and provided by a Party pursuant to its Service Contract or by any of the Parties pursuant |

to the Services Contracts, as the case may be;

“Services Contracts”

means the services contracts to be entered into between each Party and Stockport CCG for the provision of the Services;

“Staff”

means all persons (whether clinical or non-clinical) employed or engaged by any Party or by any sub-contractor in the provision of the Services;

“TUPE”

The Transfer of Undertakings (Protection of Employment) Regulations 2006;

“Aligned resources”

means the funds of each Party within the remit of this Agreement as set out in Clause 8.2

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SCHEDULE 2
INTEGRATION OBJECTIVES

The intention is that our alliance agreement will provide the governance framework that enables delivery of the key objectives of the four Providers to:

- a. ensure the long term sustainability of the health and care system
- b. secure best value for the Stockport public sector budget in terms of outcome per pound spent
- c. ensure that integrated health and care services are delivered coherently and that fragmentation of service delivery is minimised by reducing organisational, professional and service boundaries
- d. ensure that resources are directed to the right place in order to adequately and sustainably fund the right care for patient outcomes
- e. support the process of implementation of and transition to, the new Stockport Together care models in order to deliver improved outcomes for people

SCHEDULE 3
ALLIANCE PROVIDER BOARD TERMS OF REFERENCE

1. Purpose of the Alliance Provider Board

The Alliance Provider Board will have overall responsibility for overseeing the implementation of the Stockport Together Business Cases:

- a. Core Neighbourhoods including Healthy Communities
- b. Intermediate Tier
- c. Acute Interface
- d. Out Patients

2. Objectives of the Alliance Provider Board

The Alliance Provider Board will:

- a. Provide assurance to the Parties on the delivery of integrated service solution;
- b. Provide assurance to the Parties on benefits realisation of the Stockport Together Business Cases;
- c. Hold the Transitional Leadership Team to account for implementation of the integrated service solution and benefits realisation; and
- d. Take decisions based on the recommendations of the Transitional Leadership Team.
- e. Ensure that in meeting the objective and targets set for Stockport Neighbourhood Care, the delivery of the Partners' other core functions and statutory duties is protected.

3 Authority and Decision Making

- 3.1 The Alliance Board will have delegated authority arising from its members to approve or reject items presented for consideration within the authority delegated to the members from their employing Party. In order to be binding on the Parties, the decisions of the Alliance Provider Board will need to be made by consensus, i.e. all four parties to the alliance must agree.

- 3.2 It will be for each of the Parties to identify their executive level representative and delegate authority to make decisions on behalf of that Party to that representative, within the scope of their role and as defined by that Party and as restricted by its scheme of delegation and schedule of reserved matters.
- 3.3 The members of the Alliance Provider Board will be responsible for reporting decisions made by the Board and any obstacles to decision making to their appointing Party through established assurance processes. Each Party will put in place arrangements for the feedback loop into their assurance processes and notify the other Parties the basis on which its member reports back to it.
- 3.4 The Alliance Provider Board will operate within each parties procurement and contracting procedure rules.

4 Membership

- 4.1 The Alliance Provider Board will be made up of an executive level representative of each Party who has the delegated authority to make decisions on behalf of the Party they represent.
- 4.2 The members of the Alliance Provider Board will identify an individual who they will ask to be the chair of the Alliance Provider Board. The chair will be a non-voting independent member of the Alliance Provider Board
- 4.3 No one can deputise on behalf of any members of the group without prior approval from the Alliance Chair. Nominated deputies must have delegated decision making authority for the respective Party.
- 4.4 Members of the Transitional Leadership Team may be in attendance at Board meetings at the invitation of Alliance Provider Board.

5 Organisation of the Alliance Provider Board

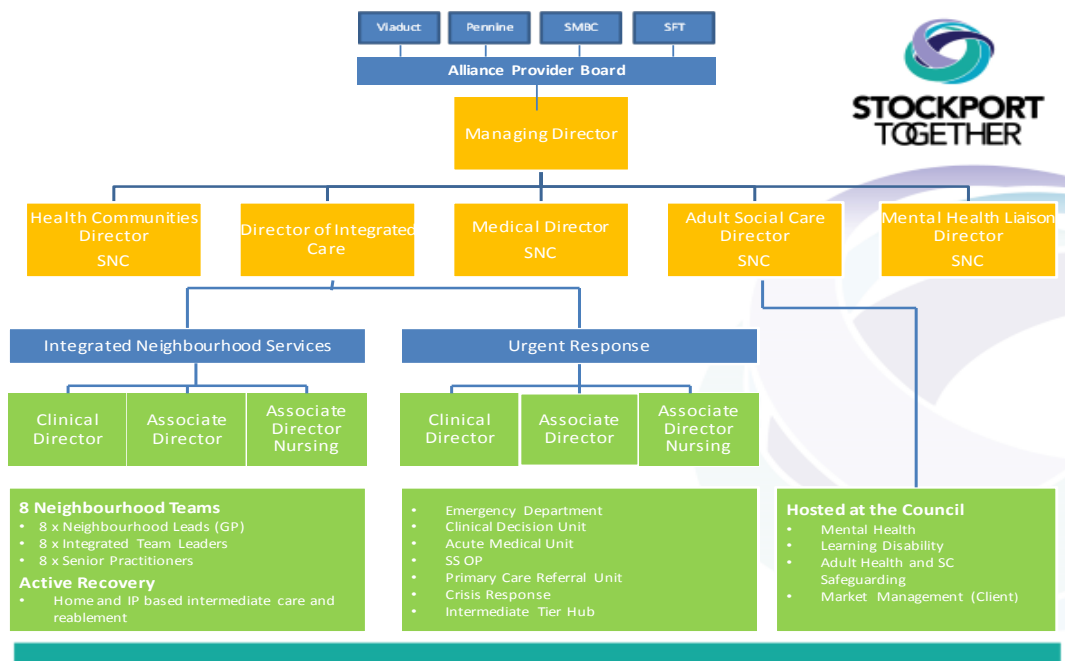
- 5.1 Meetings of the Board will be held on a monthly basis
- 5.2 Additional meetings may be held, as required, at the discretion of the Board
- 5.3 7 working days' notice must be given of an Alliance Provider Board meeting. This may be varied with the agreement of all members.
- 5.4 All parties must be represented for a meeting to be quorate

- 5.5 Board Papers will be circulated 7 working days in advance of any meeting in order to allow members to seek views and where appropriate secure the necessary approvals and authority from their individual organisation
- 5.6 Records will be kept of the proceedings, decisions and advice of the group including brief minutes and more detailed decision summary documents. Support to the Alliance Provider Board will be provided by the Stockport Together Programme Office.

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SCHEDULE 4
TRANSITIONAL LEADERSHIP TEAM TERMS OF REFERENCE

1. The Transitional Leadership Team is made up of the posts marked in orange below.



2. The Transitional Leadership Team will be responsible for:
- (a) Day to day operational delivery of Services to meet required performance standards;
 - (b) Transforming the Services into the new integrated service solution (as described in the Stockport Together Business Cases);
 - (c) Ensuring benefits realisation of the Stockport Together business cases
 - (d) Providing clinical/practitioner and operational assurance of the integrated service solution to the Parties.

SCHEDULE 5
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made the day of**2017**
BETWEEN

- (1) **Stockport NHS Foundation Trust**, Stepping Hill Hospital, Poplar Grove, Stockport, Cheshire, SK2 7JE (**SFT**)
- (2) **[Name] Integrated Neighbourhood Leadership Team (INLT)**

Background

1. This Memorandum of Understanding is entered into by the INLT and SFT as Host of the INLT pursuant to an agreement between SFT, Stockport Metropolitan Borough Council, Pennine Care NHS Foundation Trust, and Viaduct Health (the **Partners**).

INLT Obligations

2. The INLT will be responsible for the implementation of the Neighbourhood Business Case for the Neighbourhood.
3. The INLT shall have responsibility and accountability for implementation of the Neighbourhood Business Case for their Neighbourhood including:
 - (a) Deployment of the existing employed workforce in Neighbourhoods to achieve the objectives set out in the Neighbourhood Business Case;
 - (b) The neighbourhood element of the workforce plan within the overall Stockport Together Workforce Plan;
 - (c) Investment in neighbourhood schemes 2017/18 as set out in the Neighbourhood Business Case; and
 - (d) Engaging the wider neighbourhood team in the delivery of the Neighbourhood Business Case.
4. The INLT will provide clinical and professional leadership with regard to the Services in the Neighbourhood.
5. The INLT is accountable to the Transitional Leadership Team.
6. The INLT must act within the operational requirements set out in the Neighbourhood

Business Case. Where the INLT considers that the Neighbourhood Business Case needs to be varied or additional funding is required the INLT may make a recommendation to the Transitional Leadership Team.

7. The Transitional Leadership Team will make recommendations to the Alliance Provider Board for its approval or rejection how the Services should be delivered and how funds should be spent, having considered the recommendations received from the INLT.
8. Operational delivery of the Neighbourhood Business Case may only be varied where the INLT has received a notification from the Transitional Leadership Team that the Alliance Provider Board has approved the variation.

Roles and responsibilities

9. The Lead GP will:
 - (a) provide leadership to all staff in the Neighbourhood to implement agreed components of the Neighbourhood Business Case;
 - (b) provide clinical assurance of the integrated service solution in the Neighbourhood;
 - (c) be accountable for delivery of the Neighbourhood Business Case in the Neighbourhood; and
 - (d) be accountable for benefits realisation relating to the Neighbourhood Business Case in the Neighbourhood.
10. The Lead GP will have a commitment of 2 sessions per week.
11. The Lead GP may delegate some aspects of delivery to a Practice Manager or other GP but the Lead GP remains accountable for delivery, benefits realisation and clinical assurance.
12. The Integrated Team Leader will:
 - (a) provide leadership to Integrated Neighbourhood Team;
 - (b) be accountable for day to day operational management of district nursing and social care;

- (c) provide assurance within their professional sphere of influence; and
- (d) have overall accountability for the employed workforce within the Neighbourhood.

13. The Senior Practitioner will:

- (a) support the Integrated Team Leader with leadership in the Integrated Neighbourhood Team; and
- (b) provide assurance within their professional sphere of influence.

SFT Obligations

- 14. SFT shall procure that the INLT has all necessary licences and consents to perform its role.
- 15. The Partners shall make available to the INLT the funds required to implement the Neighbourhood Business Case, as approved by the Alliance Provider Board through SFT.
- 16. SFT will be responsible for entering into any agreements with, and making payments to third parties, on behalf of the INLT. Such agreements and payments may only be entered into where they have been approved by the Alliance Provider Board, whether in the Neighbourhood Business Case or otherwise.

Performance

- 17. Each INLT will receive from the Transitional Leadership Team a monthly dashboard which informs the INLT of its performance against the Neighbourhood Business Case.
- 18. Each quarter the INLT and Transitional Leadership Team will meet to review the performance of the Neighbourhood against its objectives and progress against implementation of the Neighbourhood Business Case.
- 19. The INLT will inform the Transitional Leadership Team of any support required to implement the Neighbourhood Business Case.
- 20. Where the INLT is failing to deliver the Neighbourhood Business Case the INLT will meet with the Managing Director to agree an action plan. In the event that the INLT is failing to meet the requirements of the action plan within 3 months of it being agreed

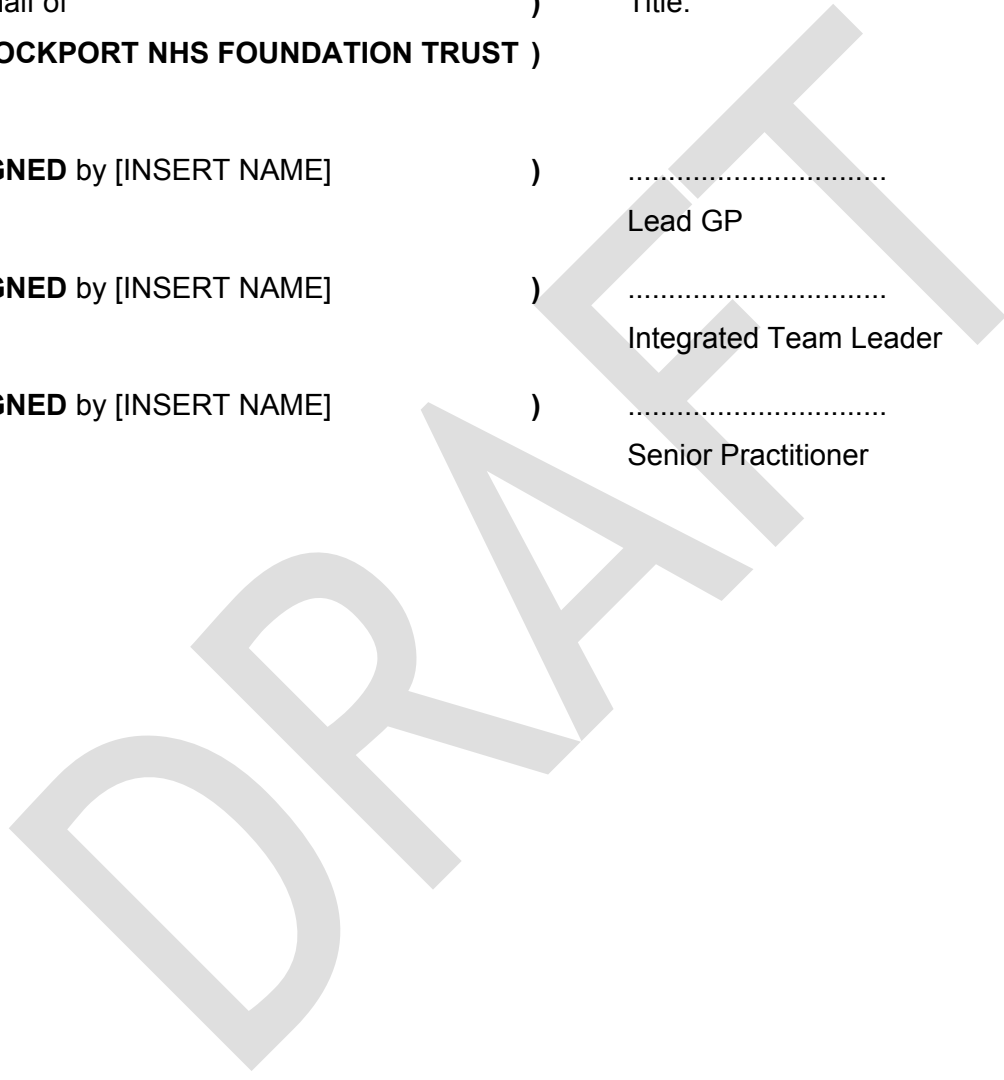
the matter will be referred to the Alliance Provider Board.

SIGNED by [INSERT NAME])
Duly authorised to sign for and on) Authorised Signatory
behalf of) Title:
STOCKPORT NHS FOUNDATION TRUST)

SIGNED by [INSERT NAME])
Lead GP

SIGNED by [INSERT NAME])
Integrated Team Leader

SIGNED by [INSERT NAME])
Senior Practitioner



SCHEDULE 6
SCOPE OF THE SERVICES

The scope of the services are those set out in the suite of Stockport Together Business Cases, summarised as;

2017/18 Financial value £99,518,480

SMBC £31,903,052 (tbc)

| | |
|--|-------------|
| PPL SG Integrated Neighbourhood Services | £26,407,564 |
| PPL SG Boroughwide Services | £5,495,488 |

SFT £37,158,500 (not including Outpatients)

| | |
|---------------------------------------|-------------|
| Acute Medicine & Emergency Department | £19,024,900 |
| Community Services | £18,133,600 |

Viaduct £4,549,928

| | |
|---|------------|
| 24 Hr Ambulatory Blood Pressure Monitoring & Home Blood Pressure Monitoring Service | £126,000 |
| Health Spirometry Service | £85,000 |
| Neighbourhood business case (Collaborative general practice) | £4,338,928 |

| | |
|---------------------|--------------------------|
| Pennine Care | £25,907,000 (tbc) |
|---------------------|--------------------------|

SCHEDULE 7
LEAD GP ROLE AND RESPONSIBILITIES

| | |
|------------------------|---|
| Job Title: | Neighbourhood Lead (Lead GP) |
| Responsible to: | Clinical Director (GP), Neighbourhood Services, Stockport Neighbourhood Care |
| Accountable to: | Medical Director (GP), Stockport Neighbourhood Care Medical Director Viaduct Care; |
| Location: | Variable across Stockport |
| Hours: | 2 sessions per week |
| Remuneration: | £350 gross per session |
| Contract Type: | Fixed term contract for 2 years |

Job Purpose

The successful applicant will be the Lead GP for one of the eight Neighbourhoods of Stockport Neighbourhood Care that are based upon GP registered populations in the Viaduct Care neighbourhoods. They will play a critical role in developing integration at a neighbourhood level and supporting delivery of the Neighbourhood business cases.

As a leader within the Alliance they will have specific responsibilities as a member of the Triumvirate neighbourhood leadership team. They will provide clinical leadership of the neighbourhood's multidisciplinary team and will be accountable for all in-scope staff and resources within the neighbourhood under delegated authority from the four providers under the Stockport Neighbourhood Care Alliance Agreement (Viaduct Care, Stockport NHS Foundation Trust, Stockport Metropolitan Borough Council, Pennine Care NHS Foundation Trust).

In addition, as a leader within Viaduct Care they will influence and shape the organisation's contribution to developments locally and ensure alignment of delivery with our vision and ambition.

Key Accountabilities and Responsibilities

As defined in the neighbourhood agreement, the Lead GP will be accountable for:

- leadership as a member of Neighbourhood Triumvirate of all staff in the neighbourhood to implement agreed components of the Neighbourhood Business Case and other relevant Stockport Together business cases;

- supporting delivery of the Neighbourhood Business Case and aligned in-scope operational budgets in the Neighbourhood; benefits realisation relating to the Neighbourhood Business Case in the neighbourhood; and
- clinical assurance of the integrated service solution in the neighbourhood

Responsibilities will include:

Leadership

- promote and support multidisciplinary working;
- work with the Clinical Directors, Director of Integration, Commissioners and other stakeholders to develop high quality services; and
- support the GP practices and Medical Director in the development of protocols that safeguard the wellbeing of the population and address public health, prescribing and other related NHS requirements.

Quality and assurance

- chair the Neighbourhood Quality Committee; and
- work within relevant governance protocols to ensure that complaints are responded to promptly and ensure learning is gathered, shared and changes implemented to prevent recurrence; and
- prompt review of significant events, recognising and implementing learning outcomes.

Operational

- attend Integrated Neighbourhood Team meetings;
- ensure services adhere to performance targets and contractual commitments, taking remedial action where appropriate; and
- engage in the implementation of the new models of care produced by the Stockport Together programme, plus any other projects to improve the health and social care of the neighbourhood's population and improve the resilience of the health and social care workers.

Communication

- effective communication, in particular, with Viaduct Care, Stockport Neighbourhood Care, other neighbourhoods, practices and the multidisciplinary team;
- whilst operating as an effective part of Stockport Neighbourhood care, also act as a representative for Viaduct Care, supporting its vision and objectives;
- facilitate engagement of the practices and staff within the neighbourhood to ensure that all practices have a voice and opportunities are equitably available; and
- collate and present the views from within the neighbourhood to Viaduct Care and Stockport Neighbourhood Care.

The Lead GP may delegate some aspects of delivery to a manager or other suitably qualified individual but the Lead GP remains accountable for delivery, benefits realisation and clinical assurance working with the Neighbourhood Triumvirate.

This job description aims to illustrate the range and nature of responsibilities held by the post holder. The list of duties and responsibilities is not exhaustive and the post holder is expected to be flexible in their approach. The duties associated with the post will inevitably vary and develop and therefore the role will be reviewed on a regular basis and changes made in consultation with the post-holder.

Performance Management

- Objectives for the post will be the subject of overall agreement and regular review between the post-holder, the Viaduct Care Medical Director and the Stockport Neighbourhood Care GP Clinical Director and annual performance review will be conducted by the Viaduct Care Medical Director with relevant input from the Alliance partners.

Confidentiality and Compliance with the Data Protection Act 1984

- The post holder must maintain confidentiality regarding information about patients, staff and other Viaduct Care business in accordance with the Data Protection Act 1984
- All employees of Viaduct Care must not, without prior permission, disclose any information regarding patients or staff. In circumstances where it is known that a member of staff has communicated information to an unauthorised person, those staff will be liable to dismissal. Moreover, the Data Protection Act 1984 also renders an individual liable to prosecution in the event of unauthorised disclosure of information

Health and Safety

- All employees must be aware of the responsibilities placed on them under the Health and Safety at Work Act 1974 to ensure that the agreed safety procedures are carried out to maintain a safe working environment for patients, visitors and employees
- Review and ensure systems are in place for the proactive management of risk registers

Infection Control

- All employees of Viaduct Care are required to contribute to the management of infection control and be proactive in awareness raising and prevention
- Ensure that all guidelines, protocols and procedures undertaken within the service are in line with evidence based practice for infection control

Safeguarding

- All employees of Viaduct Care have a responsibility to protect and safeguard vulnerable people (children and adults). They must be aware of child and adult safeguarding procedures and must speak to the Viaduct Care Medical Director in the first instance for further advice. All employees are required to attend safeguarding awareness training and to undertake additional training appropriate to their role.

Equality and Diversity

- Employees should promote diversity and equality of opportunity within Viaduct Care
- Build a culture where everyone is valued and equipped to do their job.
- All employees must carry out all duties and responsibilities of the post in accordance with Viaduct Care's Equality, Diversity and Human Rights policies, avoiding unlawful

discriminatory behaviour and actions when dealing with colleagues, service users, members of the public and other stakeholders.

Sustainability

- All employees of Viaduct Care have a responsibility for working in a low carbon environment, where energy is used wisely and not wasted. Environmental impact should be reduced by recycling where possible, switching off lights, computers, monitors and equipment when not in use, minimising water usage and reporting faults promptly.

Personal Specification

| Factor | Essential | Desirable |
|---------------------------|---|---|
| Qualifications & training | Fully qualified GP GMC GP registration Evidence of annual appraisal & revalidation Registration on a Medical Performers List Enhanced DBS check (within 12 months) UK work permit (if required) Level 3 Child Safeguarding & Adult Safeguarding training Equality & Diversity training | MRCGP/FRCGP Other postgraduate qualifications Evidence of continued professional development UK driving licence Experience of working with the CCG, Federation or similar organisation |
| Experience & knowledge | At least two years' post qualification experience as a GP Experience of leading multi-disciplinary teams Experience of appointing, managing and developing staff Experience of meeting clinical & information governance standards compliant with CQC and other statutory requirements Experience of delivering to performance targets Experience of managing change Evidence of ability to work under pressure Knowledge of local health & social care initiatives & strategic developments Understanding of and commitment to upholding the Nolan Principles of Public Life | Evidence of leadership training Experience of evolving systems & processes Experience of strategic planning Experience of working with financial governance requirements Experience of contract negotiation & implementation Evidence of information governance training |
| Motivation & skills | Excellent interpersonal, influencing & negotiating skills Excellent written & verbal communication skills Ability to communicate complex information in an understandable form to a variety of audiences, listening to others and actively | Evidence of communication skills training Evidence of confidentiality training Ability to challenge models and suggest change in a positive & inclusive manner |

| | | |
|-------|--|--|
| | <p>sharing information Ability to act as a positive role model promoting team working, respect, innovation & excellence Proficient IT skills Evidence of critical analysis skills Ability to work effectively independently and as a team leader & team member Counselling & feedback skills Willingness to share knowledge & collaborate across the multidisciplinary team & neighbourhoods Ability to develop & maintain effective working relationships with multi-disciplinary teams A commitment to team working, including collaboration/delegation and the ability to listen to and take into account the views of others Ability to work flexibly Ability to recognise limitations & take appropriate action Willingness to learn new skills Ability to demonstrate an understanding & adherence to confidentiality rules & concepts</p> | |
| Other | <p>Commitment to primary prevention & health/social care improvement Commitment to addressing health inequalities Commitment to enabling patient empowerment Ability to commit two sessions per week to the role</p> | |

SCHEDULE 8

INTEGRATED TEAM LEADER ROLE AND RESPONSIBILITIES

Title: Integrated Team Leader

Responsible to: Associate Director, Neighbourhood Services, Stockport
Neighbourhood Care

Accountable to: Director of Integrated Care, Stockport Neighbourhood Care

Time commitment: Full Time

Role Summary

To be responsible for the day to day operational management of all in scope community nursing and social care staff

Key Responsibilities

The Integrated Team Leader will:

1. Working closely with the Neighbourhood Lead and Senior Practitioner, provide leadership to the Integrated Neighbourhood Team
2. Be responsible for day to day operational management of district nursing and social care;
3. Provide assurance within their professional sphere of influence; and
4. Have overall managerial responsibility for the employed workforce within the Neighbourhood.