



# MID ESSEX ALLIANCE



# Memorandum of Understanding

## 1. Introduction and context

This Memorandum of Understanding (the 'MoU') signals a desire by the partners identified in Section 5 (the 'Partners') to explore and pursue collective opportunities to support the population of mid Essex to 'Live Well'. This will be done in part, by establishing and being active members of the Mid Essex Alliance (MEA). In this instance the term 'partnership' does not constitute a contractual partnership.

There is an ambition by all Partners that the population of mid Essex 'Live Well'. The Live Well ethos and principles have been widely adopted by public sector funded organisations and the voluntary sector across Essex. Nationally the strain on public sector services due to demand and constrained resources is widely publicised. There is recognition by the Partners that only by working together will they be able to tackle some of the mounting pressures all public sector and public sector funded organisations face.

Historically public & voluntary sector organisations across mid Essex have worked well together albeit in a less formalised way. The formation of a mid-Essex Alliance aims to formalise that commitment and develop a 5-year plan to deliver their vision of **creating opportunities for people to live well**. This plan will be congruent with and support Essex and local Health and Wellbeing Plans and Mid & South Essex Health & Care Plans.

Whilst health services form a significant part of the public sector in mid Essex, it is the social determinants of health which have the greatest impact on the health and wellbeing of its residents.

For some partners this means working on areas that they may never have viewed as their issues previously. The partnership recognises that unless everyone views these issues as their own, they will never break the cycle from being reactive to being proactive. This collaboration and development of integrated responses is key to sustainable opportunities and solutions to enable the population of mid Essex to Live Well.

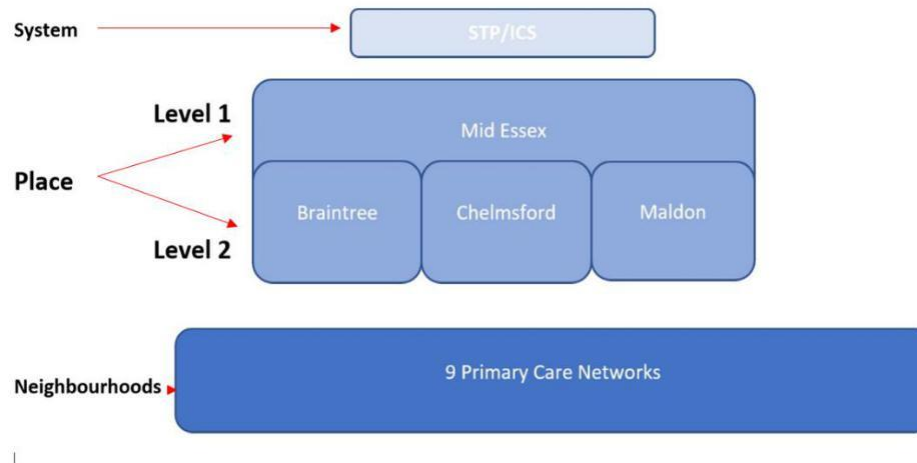
In the changing landscape of the NHS, with the dissolution of Clinical Commissioning Groups (CCGs) from April 2022 and the formation of Integrated Care Systems (ICSs), there is a mounting need to have localism for mid Essex within the 1.2m population of Mid & South Essex ICS. The Mid Essex Alliance will co-ordinate a place-based approach and priorities to ensure the localism needed.

The Mid Essex CCG Board will devolve some of its delegated decision-making powers to the Mid Essex Alliance to support the Live Well agenda. It is hoped that other Partners will also commit to devolving appropriate decision-making powers to the partnership in due course. The CCG recognises that it has a significant amount of information that supports decision making, this will be made available as appropriate to the Partnership when needed. As the ICS develops and the ask of Integrated Care Providers (ICPs) becomes more transparent, appropriate resource will be required to match the ask. In the short term the development of the Partnership will be a priority and funding sought to support that.

Nationally 'place-based' support and care is viewed as being appropriate at a population of 250,000 to 500,000. Within mid Essex our Partners have agreed that our district levels are key to a better understanding of our population and the delivery of our 'place' plans. Therefore, within mid Essex, we have agreed to recognise 'place' at two levels:

Level 1 – Mid Essex wide elements

Level 2 – District Locality elements



The governance of the Mid Essex Alliance will reflect these levels.

## 2. An evolutionary approach

All Partners recognise they are embarking on a journey. It is expected that Integrated Care Systems, via their 'place-based' partnerships play a key role in making decisions on how to use resources, to design services and to improve the health of their population.

## 3. Duration and Scope of this MoU

Whilst it is useful to bear in mind future changes, this MoU is designed to oversee and regulate the MEA priorities in advance of any changes needed to respond to a fully operable ICS arrangement for Mid & South Essex. Those priorities as determined by the Partners will include looking forward to understand and prepare for any possible changes. The Partners will need to consider whether those changes impact this MoU.

### 3.1 Duration of arrangements set out in this MoU

This MoU is expected to remain in place whilst the NHS landscape is changing. With the advent of ICSs from April 2021 it is possible that there may be more prescriptive requirements for place-based partnerships.



The Partners through the Mid Essex Alliance will undertake the necessary work to look forward to impending changes so that they can adapt and be prepared.

### **3.2 Scope of activities covered by this MoU**

The activities covered by the MoU include:

#### *Owning and championing the vision*

- Championing the Live Well vision within the mid Essex system and population.
- Advising and Influencing the Live Well agenda

#### *Joining up the strategy*

- Oversee the Partners' and others' contributions to the implementation of all aspects of Live Well.
- Supporting the prevention agenda and addressing inequalities.
- Ensuring the social determinants of health are understood and plans developed where it makes sense for an integrated approach to be taken.
- Understand the data available to help inform joint priorities.
- Development and Agreement by partners of shared objectives, outcomes and place-based priorities. Where appropriate these will be co-produced with the communities concerned.
- Translate the Health & Care Partnership and Health & Wellbeing Board strategies and priorities for local implementation.
- Drive the desire for more outcomes based integrated commissioning from local commissioners.
- Influence local commissioners of support and services, such that any commissioning decisions support and align with the Live Well strategy.
- Ensuring that the opportunities for collaboration and integrated working are pursued at both a strategic level and through the relevant workstreams.
- Reviewing, challenging and approving plans prior to sign off by the relevant governance Boards for each Partner (if not covered by delegated powers) to ensure alignment with joint priorities.
- Understand each other's organisational objectives, issues and red lines.
- Understand each other's estates strategies and where possible create opportunities to maximise estates efficiencies, partner opportunities or direction of travel.
- Advise local vision, objectives and priorities up to the Health & Care Partnership.
- Watching brief on Health & Care Partnership projects
- Ensuring MEA can respond to any national policy changes.
- Undertake Impact and Quality Assessments where appropriate.

#### *Enabling the change*

- Ensure jointly agreed plans and timeframes are developed for the MEA vision and priorities, which are congruent with Health & Care Partnership, Health & Wellbeing Boards and partner organisation strategies and plans

- Support the development of a joint team to provide the infrastructure and skills needed to enable delivery against those plans for joint workstreams and projects.
- Collaborate on Information Technology, Information Governance and Information Sharing where appropriate to enable change or improvement across partner organisations.
- Provide oversight against delivery and helping to unblock barriers that may present.
- Tracking benefits realisation to demonstrate achievement of vision and desired outcomes.
- Agree funding priorities when funding available
- Development of partner relationships and maturity towards future ICS requirements.

#### *Joining up the delivery*

- 'Do once' where makes sense to undertake work at a mid-Essex level
- Develop frameworks and outcomes for local implementation where it makes sense to undertake work at more local level.
- Make 'asks' of Health & Care Partnership where there is a need to find solutions that require 'benefits of scale' larger than Mid Essex.
- Drive the desire to integrate delivery of services across local providers, in response to provision of integrated outcomes-based commissioning decisions or national direction such as PCNs.
- Supporting local Partner teams to build up relationships which support joint place-based objectives.
- Recognition of other 'place based' partners who will not necessarily form part of the MoU list of partners, but who are critical in the delivery of the MEA vision.

## **4. Guiding Principles**

The Partners are seeking to collaborate in the achievement of these activities by becoming members of the Mid Essex Alliance and agree that they will behave in accordance with the following guiding principles when complying with, and carrying out activities covered by this MoU:

- Work towards a shared vision for creating opportunities with people to live well in mid Essex utilising Asset Based Community Development principles.
- Establish, and operate within, the collaborative governance apparatus designed to support open and transparent decision making across the Mid Essex Alliance as set out in Section 9.
- Embed Social Value in all that we do.
- Act as Anchor Organisations to support the Live Well ethos, both for our own staff and by Making Every Contact Count. Demonstrating how we are leading our workforce in terms of health, wellbeing, training and support.

- Embrace the values of the Compact agreement, so that our voluntary sector is enabled to support the growing need in our communities.
- Demonstrate the citizen's, service users' and patients' best interests and safety are at the heart of planning, development, oversight and accountability activities.
- Commit to make decisions in respect of planning and developing integrated support and services on a "Best for Service/Place" basis, evidencing a strong focus on citizen/service user/patient and system outcomes.
- Take on, manage and account to each other for performance of respective roles and responsibilities in respect of the work programme governed by this MoU. Any such activities taking into account the capacity of those partners.
- Be open and communicate as early as possible about major concerns, issues or opportunities relating to the work being progressed under this MoU and if appropriate produce communication plan if impact significant.
- Be transparent and share information, experience, materials and skills to maximise the quality of integrated service solutions, including their administration, governance and accountability, to be developed under this MoU.
- Establish an integrated, collaborative team environment and encourage open, honest and efficient sharing of information amongst Partners.
- Encourage co-production with others in respect of activities and tasks governed by this MoU, especially other Partners, citizens, service users, families and carers, and community assets in the broadest sense, in designing and delivering integrated services.
- Adopt a positive outlook and behave in a positive, proactive and collaborative manner, including no fault, no blame and no disputes where practically possible, in respect of work governed under this MoU.
- Act in a timely manner, recognising the time-critical nature of the collective endeavour envisaged under this MoU, and respond positively and constructively to requests for support.
- Collectively manage relevant stakeholders effectively.
- Act in good faith to support the achievement of the key objectives of this MoU.
- Conduct timely and efficient organisational decision-making to support the work programme envisaged under this MoU.
- Adhere to statutory requirements and best practice by complying with applicable laws and standards, including EU procurement rules, EU and UK competition rules, data protection and freedom of information legislation.
- Work together on a transparent basis (for example, open book accounting where possible) subject to compliance with all applicable laws, particularly competition law, and agreed information sharing protocols and ethical walls.

- Over the life of this MoU, the provision of services may alter on the basis of the most effective utilisation of staff, premises and other resources (in terms of cost and quality) and, whilst there will be co-operation as to service design, this will not:
  - preclude competition between Partners in respect of service provision as is needed to achieve the MoU Objectives; or
  - restrict Partners that commission services from discharging their statutory obligations including obligations under procurement law to contract with provider(s) most capable of meeting their requirements, and obligations under legislation (for example, the Public Contract Regulations 2015 and the National Health Service (Procurement, Patient Choice and Competition) (No 2) Regulations 2013).

## 5. Partners to the MoU

The Mid Essex Alliance brings together Partners:

- For whom improving the health and wellbeing of the population of mid Essex is critical to them delivering either their own statutory responsibilities and/or their own social and/or institutional missions; and
- Foresee themselves playing a significant role, in the medium to long term, in commissioning, designing or delivering integrated care or support services and/or activities linked to health promotion and illness prevention in mid Essex, and, as a result, are willing to contribute significant time, effort and resources to leading and completing the work programme envisaged under this MoU; and
- Are entering into this MoU and are content to act in accordance with the guiding principles set out in Section 4 and be bound by the governance arrangements set out in Section 6.

The Partners to this MoU are:

Mid Essex CCG	Braintree District Council
PCN Clinical Director/CCG Chair	Chelmsford City Council
Provide CIC	Maldon District Council
	Chelmsford CVS

Essex Partnership University NHSFT (Mental Health Servs)	Maldon CVS
Essex County Council (ASC, Children, Education, Public Health & Place)	Community 360
	Essex Child & Family Wellbeing Service, Virgin Care in partnership with Barnardo's
MSB Group (MEHT)	Healthwatch Essex
Farleigh Hospice	North East London NHSFT (EWMH Servs)
Anglia Ruskin University	

The Partners recognise the importance of working together to achieve success in delivering the remit of this MoU. Where appropriate the Partners may agree to add to the list of Partners e.g. Faith Groups, Minority Groups etc.

## 6. Governance and Accountability

All Partners acknowledge that any arrangements introduced to oversee the MoU need to strike the right balance between, on the one hand, subsidiarity to individual organisational interests (so that influence, and associated decision-making, can be made at the level closest to the service user), and, on the other hand, collective purpose, pace and inter-organisational buy-in.

### 6.1 Governance

The Mid Essex Alliance is responsible for overseeing and discharging the scope of activities listed in this MoU.

The Mid Essex Alliance will be constituted as detailed in Section 5 and operate in accordance with its Terms of Reference.

In the first instance the Mid Essex CCG will delegate some of its place based Live Well responsibilities to the Mid Essex Alliance. It is hoped that the partnership will become part of each of the individual Partner's own governance structures with delegated responsibility over time.

It is acknowledged by the Partners that the transformation of the Mid and South Essex Health & Care Partnership into the Mid and South Essex Integrated Care System (ICS) may require the Mid Essex Alliance to take on a different form or responsibilities. Any changes will be done in accordance with Section 8 of this MoU.



Whilst the Mid Essex Alliance may comprise more than one attendee from each Partner, in the event that a vote is required to make a decision that falls within its remit, each Partner will exercise one vote.

The Mid Essex Alliance is expected to make decisions by agreement of all Partners. Voting as a way of making decisions is expected to be exceptional. However, where this is required, a simple majority of the Partners present at the Mid Essex Alliance Committee meeting when the vote is taken is all that is required to make a decision that is binding on all Partners, save in the event that the matter being decided is a 'reserved matter' (see Section 10 below).

Processes for examining and settling disagreements, either after, or in advance of, any vote, are set out in the Terms of Reference and Section 10 below.

Repercussive and/or material breach of the guiding principle of this MoU can lead to expulsion from the Mid Essex Alliance by any one Partner.

The Mid Essex Alliance will set up sub-groups as necessary to discharge the requirements of this MoU and its Terms of Reference. Any sub-groups will report into the Mid Essex Alliance.

It is acknowledged by the Partners that where possible, existing groups will be utilised so as not to create any duplication in the system. Where groups exist that support the work of the Mid Essex Alliance and have governance arrangements that sit alongside that of the Mid Essex Alliance, the Mid Essex Alliance Committee will maintain a 'watching brief' and input as appropriate. It is likely that any such groups will have attendance from one or more of the Partners who can make that input, where this is not the case the Chair of Mid Essex Alliance will determine the most appropriate route for the input.

The Mid Essex Alliance will select a Chair and Vice-Chair.

Mid Essex CCG will provide the secretarial support to the Mid Essex Alliance to administer the meetings. Meeting venues will be rotated where facilities enable this.

## **6.2 Accountability**

The Mid Essex Alliance will be accountable to the governing Boards (or equivalent) of the Partners to this MoU.

The Mid Essex Alliance will produce and submit periodic reports on the progress it is making in discharging its mandate to the governing Boards (or equivalent) of the Partners.

Partners will be required to disseminate minutes within their own organisations and to the relevant and agreed sub-groups to ensure open and transparent communication.

## **7. Development & Resources**

The Partners recognise that the Mid Essex Alliance work programme will require resourcing. This will be both in terms of Partners time and funding. At present there is a small amount of non-recurrent funding from the CCG to support some initiatives, and it is hoped that in time other Partners will also be able to provide funding for initiatives.

## **8. Variation & Termination**

This MoU is intended to oversee and regulate the Mid Essex Alliance's collaborative activities done in advance of any prescribed changes for the introduction of the Mid & South Essex ICS. The terms of this MoU can be varied only by agreement of all Partners.

Any Partner can terminate its involvement in this MoU, giving reasonable notice (in this case, no less than 30 days). During this notice period, the terminating Partner will be expected to settle any amounts due in respect of the MoU work programme completed up to the date of termination, and to work cooperatively with remaining Partners to effect a well-managed handover of those elements of the work programme in which the terminating Partner has been involved.

The termination of a single Partner's involvement in the MoU would not, in itself, lead to the termination of the MoU. However, such termination would require the Mid Essex Alliance to reflect on the significance of any gap created by that termination and, in the light of this, to advise all remaining Partners on the feasibility of maintaining the Mid Essex Alliance work programme in the absence of the terminating Partner.

## **9. Relationship of Partners and Duty to Co-operate**

Nothing in this MoU is intended to, or shall operate, to create a partnership or joint venture entity of any kind between the Partners, or to authorise any Partner to act as agent of the other Partners, and no Partner shall have authority to act in the name or on behalf of or otherwise to bind any other Partner in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

The Partners agree to act in good faith towards each other and to co-operate with each other with the intention of developing their collaborative or integrated activities.

The Partners agree to commit sufficient resources and their relevant expertise and shall use all reasonable skill, care and endeavours to collaborate constructively and to establish that unified capability and capacity.

## **10. Failure to Agree**

Failure to agree amongst the Partners could cause significant delay or halt progress with the Mid Essex Alliance.

### ***Reserved matters***

A small number of matters are judged by the Partners to be “reserved matters” on which unanimity of all Partners must be achieved. These matters are set out in the Terms of Reference of the Mid Essex Alliance, but include, inter alia:

- Requirements to contribute/pool specific resources/funding;
- Requirements to provide information that is outside the terms, and protections, of the Data Sharing Agreement to be established and agreed by the Partners pursuant to this MoU and/or which a Partner judges either to contain personally identifiable information or information that is of a commercial in confidence nature

### ***Matters within the Mid Essex Alliance competence***

Where, in respect of a matter that is not a reserved matter, and which falls within the competence of the Mid Essex Alliance to determine, a Partner (or Partners) who fail to agree with a proposal that is either to be determined, or has been determined, by the Mid Essex Alliance, the following provisions will apply:

- i. The Partner (or Partners) failing to agree will register the matter on which it is failing to agree with the Chair of the Mid Essex Alliance at the earliest practical opportunity, summarising the nature of the failure to agree.
- ii. The Chair will convene a meeting of the Mid Essex Alliance, including the Partner (or Partners) to the failure to agree, to resolve proactively and timeously any failure to agree on a Best for Service basis in accordance with this MoU.
- iii. If, after this first meeting of the Mid Essex Alliance, the failure to agree remains, then a second meeting of the Mid Essex Alliance will take place (which can follow immediately after the first), but which will exclude the Partner, or Partners, failing to agree. This second meeting will resolve the failure to agree on a Best for Service basis in accordance with this MoU.
- iv. Once the failure to agree has been resolved by the Mid Essex Alliance (by way, if necessary, of simple majority vote), it will advise the Partner or Partners failing to agree of its decision in writing. Any decision of the Mid Essex Alliance will be final and binding on the Partner or Partners failing to agree.
- v. If the Partner (or Partners) involved in the failure to agree do not accept the decision of the Mid Essex Alliance, then the Partner (or Partners) not accepting that decision may either conclude that the failure to agree need not be resolved, or that Partner (or Partners) will exit the Mid Essex Alliance, such exit to be governed by Clause 8 of the MoU.

## **11. Confidentiality and Conflicts of Interest**

The nature of emerging findings from work programme associated with this MoU will be confidential. In addition, the Partners acknowledge that discussions could unavoidably involve the disclosure of their commercially valuable proprietary information.

The Partners will provide to each other all information that is reasonably required in order to achieve the objectives of this MoU.

The Partners will have responsibilities to comply with competition laws and each acknowledges that it will comply with those obligations. The Partners will therefore make sure that they share information, and, in particular, Competition Sensitive Information, in such a way that is compliant with competition law. Accordingly, the Mid Essex Alliance will ensure that the exchange of Competition Sensitive Information will be restricted to circumstances where:

- It is essential;
- It is not exchanged more widely than necessary;
- It is subject to suitable non-disclosure or confidentiality agreements which include a requirement for the recipient to destroy or return it on request, or on the termination or expiry of this MoU; and
- It may not be used other than to achieve the aims of this MoU

The Partners have entered into a separate confidentiality agreement dated on or around the date of this MoU (the “Confidentiality Agreement” – TBD) and the contents of this MoU and all discussions and communications relating to it, are subject to the Confidentiality Agreement. For the avoidance of doubt, nothing in this MoU is intended to replace, alter or supersede any provision of the Confidentiality Agreement.

The Mid Essex Alliance shall maintain a Conflict of Interest Register and actively manage conflicts of interest by all Partners

## **12. Costs and Liabilities**

Unless included as part of the Mid Essex Alliance development budget, all costs incurred by all Partners in supporting the aims and associated work programme of this MoU are to be borne by the Partner incurring them. No liability for costs will fall to other Partners, unless the subject of an explicit agreement in writing.

## **13. Limits and Freedoms on Partners**

This MoU is not designed to be restrictive. Accordingly, save for the provisions of the Confidentiality Agreements entered into by the Partners, this MoU has no legal status, and confers no rights or obligations on any Partners.

For the avoidance of doubt, the MoU therefore, places no formal obligations on Partners that might act to fetter their ability to deliver existing services, to promote and pioneer new services or to work with other NHS or non-NHS bodies.

## **14. Intellectual Property**

Nothing in this MoU shall be construed to grant any Partner any right, title, licence or interest in any other Partner's Pre-Existing Intellectual Property Rights, save that where a Partner consents in writing to any of its Pre-Existing Intellectual Rights being used as part of the exploitation of an opportunity identified and agreed by all Partners. Such licence shall cease upon the termination of a Partner's involvement in this MoU or the expiry of this MoU, whichever is the earlier.

In the event that a Partner gives its consent (whether expressly or impliedly) for any of its Pre-Existing Intellectual Rights to be used, it warrants that:

- it has the legal right to do so;
- such use or inclusion will not and will not be likely to infringe any third-Partner Intellectual Property Rights;
- such use or inclusion is not likely to constitute any breach of confidence, passing off or actionable act of unfair competition.

To the extent that any Partner creates any Intellectual Property, after the date of this MoU in relation to, or in connection with, any opportunity agreed between the Partners, including training, marketing, promotional or publicity materials, it shall retain ownership of such Intellectual Property and provide copies of all such material to the other Partners and grant to the other Partners a royalty free, non-exclusive licence for the term of this MoU as it shall reasonably require for carrying out its obligations under this MoU.

### **Executed by the Partners to the MoU:**

Signed by:  
For and on behalf of  
**Mid Essex CCG**

Signed by:  
For and on behalf of  
**Essex County Council**

_____	Signature
_____	Name
_____	Position
_____	Date

_____	Signature
_____	Name
_____	Position
_____	Date



Signed by:  
 For and on behalf of  
 Braintree District Council

\_\_\_\_\_ Signature  
 \_\_\_\_\_ Name  
 \_\_\_\_\_ Position  
 \_\_\_\_\_ Date

Signed by:  
 For and on behalf of  
 Chelmsford City Council

\_\_\_\_\_ Signature  
 \_\_\_\_\_ Name  
 \_\_\_\_\_ Position  
 \_\_\_\_\_ Date

Signed by:  
 For and on behalf of  
 Maldon District Council

\_\_\_\_\_ Signature  
 \_\_\_\_\_ Name  
 \_\_\_\_\_ Position  
 \_\_\_\_\_ Date

Signed by:  
 For and on behalf of  
 Chelmsford CVS

\_\_\_\_\_ Signature  
 \_\_\_\_\_ Name  
 \_\_\_\_\_ Position  
 \_\_\_\_\_ Date

Signed by:  
 For and on behalf of  
 Maldon CVS

\_\_\_\_\_ Signature  
 \_\_\_\_\_ Name  
 \_\_\_\_\_ Position  
 \_\_\_\_\_ Date

Signed by:  
 For and on behalf of  
 Community 360

\_\_\_\_\_ Signature  
 \_\_\_\_\_ Name  
 \_\_\_\_\_ Position  
 \_\_\_\_\_ Date

Signed by:  
For and on behalf of  
**Provide Community Interest Company**

_____	Signature
_____	Name
_____	Position
_____	Date

Signed by:  
For and on behalf of  
**Essex Partnership University NHS Foundation Trust**

_____	Signature
_____	Name
_____	Position
_____	Date

Signed by:  
For and on behalf of  
**Farleigh Hospice**

_____	Signature
_____	Name
_____	Position
_____	Date

Signed by:  
For and on behalf of  
**Mid Essex, Southend, & Basildon Hospital Group**

_____	Signature
_____	Name
_____	Position
_____	Date

Signed by:  
For and on behalf of  
**Essex Child & Family Wellbeing Service, Virgin Care in partnership with Barnado's**

_____	Signature
_____	Name
_____	Position
_____	Date

Signed by:  
For and on behalf of  
**Healthwatch Essex**

_____	Signature
_____	Name
_____	Position
_____	Date

Signed by:  
For and on behalf of  
**North East London NHS Foundation Trust (EWMH Service)**

_____	Signature
_____	Name
_____	Position
_____	Date

Signed by:  
For and on behalf of  
**Anglia Ruskin University**

_____	Signature
_____	Name
_____	Position
_____	Date

Version History:

MEA MOU – version 1 developed 08.03.21