

Memorandum of Understanding

1.0 The Agreement

This Memorandum of Understanding (MoU) is entered into by Sherwood Forest Hospitals NHS Foundation Trust and Nottingham University Hospitals NHS Trust (NUH) – collectively the Trusts.

This MoU reflects an arrangement that commenced between the Trusts on xx 2014 and has an indefinite duration, subject always to annual review between the Trusts.

2.0 Background

There is an unprecedented quality, efficiency and productivity challenge to the NHS as a result of growing demands upon its services and continuing public expenditure constraints.

This calls for a radical re-evaluation of all aspects of the work of NHS organisations, and the Trusts recognise the opportunities this presents for creating new delivery models for front line clinical services, clinical and non-clinical support services. Their mutual commitment is to collaborate where appropriate for the benefit of each organisation, their commissioners and the people of the East Midlands.

3.0 Purpose

To reflect the commitment described above, this MoU provides an overarching framework for closer working and/or formal collaborations between the Trusts, intended to bring mutual benefits to the quality, productivity and efficiency of the healthcare services provided by them.

4.0 Scope of collaborations

The Trusts already work closely together in a number of areas and will develop a separate schedule of these areas and further specialties / services for future development. These will be reviewed and updated annually. These areas include:

- Cancer Services
- Cardiology
- Dermatology
- ENT
- Maxillofacial surgery
- Neurology
- Ophthalmology
- Plastic surgery
- Radiology
- Renal dialysis
- Stroke
- Urology
- Vascular surgery

The Trusts anticipate that future collaborations may take a number of forms. Examples are listed in appendix A.

The Trusts acknowledge that any collaboration may require formal due diligence, specific legal advice, and preparation and agreement of legal arrangements where this is indicated. The Trusts also acknowledge the need for careful examination of vires, procurement and competition law.

From the starting point of these core arrangements between them, the Trusts may choose to broaden the reach of their activities, through any or all of the following means:-

- offering of services to third party entities (whether public or private) –; and/or
- procurement by the Trusts of external partners, whether public or private, to facilitate the delivery of their joint objectives; and/or
- establishing a broader partnership, which other Trusts could join under the terms of appropriate legal agreements in order further to increase efficiencies, or to enhance the partnership's offer to third parties.

Any steps towards further collaborations will require the consent and positive engagement of the Trusts, which may or may not be given in the future at the absolute discretion of each of them. Specifically, the Boards of each Trust shall have primacy and all key decisions arising from actual or proposed collaborations will be reserved to them.

5.0 How will potential collaborations be assessed?

In deciding whether to enter into further collaborations, each Trust intends to consider whether the relevant service(s) will be stronger (of higher quality, more productive and more efficient) as a result of the collaboration than if they had continued to be provided separately.

More specific indicators of success will include:

- Improved performance against national performance benchmarks and metrics against which both Trusts are assessed;
- Reduced unit cost for the activity concerned;
- Greater breadth and depth of clinical, scientific and managerial expertise by drawing upon the knowledge, skills and experience of staff from both Trusts;
- Greater resilience in service provision, as demonstrated by scale and staffing levels/rotas;

- Standardisation of practice in accordance with best published evidence; and
- Closer integration of clinical service delivery and applied research in the areas of collaboration.
- Improved quality, pathways or access to care for patients and carers.

6.0 Commitments of the Trusts under this MOU

Regardless of whether the Trusts proceed to further collaboration, they intend to engage with each other openly on feasibility studies, development, delivery and evaluation of collaborative service delivery arrangements. Such collaborations may be driven by the joint or separate business needs of each Trust or by the actions of the clinical service commissioners.

7.0 Governance

Subsidiary to the Trust Boards, the CEOs will meet at least every six months with the relevant Directors to take stock of progress on current collaborations and specify/commission new ones.

In addition, specific governance arrangements appropriate to each future collaboration, which will define the decision making parameters and levels of authority, will be established to assume responsibility for the objectives and deliverables of that collaboration, and to account to the CEOs and Boards.

8.0 Confidentiality

Both parties reaffirm in any collaboration between them they will adhere to all statutory requirements requiring confidentiality.

9.0 Dispute resolution

Every effort will be made to resolve disputes through the established Programme/Project structures established for each collaboration. Should such efforts prove unsuccessful, the Strategy and Business Development leads will attempt second line resolution. Any unresolved issues will be escalated to the CEOs.

10. Termination

It is unlikely that this overarching MoU will require termination, but if at any time either Trust does wish to end the MoU then it can be terminated by notice in writing.

For individual collaborations, the termination arrangements will be determined by the documents setting out the specific arrangements between the Trusts in respect of it.

11. *Legal status*

This MoU is a non-binding agreement between two NHS Trusts. It has no legal standing, and neither party will seek redress through any legal process.

Signatories

AGREED by the Parties:

Signed by the Chief Executives on behalf of the Boards of the following:

1 Sherwood Forest Hospitals NHS Foundation Trust

Paul O'Connor Chief Executive	
----------------------------------	--

2 Nottingham University Hospitals NHS Trust

Peter Homa Chief Executive	
-------------------------------	--

Appendix A

Examples of forms of collaboration:

- full integration of clinical services to create county-wide services that are jointly governed by the Trusts; and/or
- either Trust providing services to the other under the terms of a contract
- shared services arrangements(s) for clinical or non-clinical support services, with the Trusts carrying out one or more functions jointly under joint governance arrangements; and/or
- the Trusts delegating functions to each other which may include, but is not limited to, the sharing of staff and merging of roles; and/or
- the creation of companies or other legal entities to pursue their mutual objectives.