

**WESTMINSTER CITY COUNCIL**

**HEALTH AND WELLBEING BOARD – 21 JANUARY 2016**

**WHOLE SYSTEMS INTEGRATED CARE OLDER ADULTS AND MENTAL  
HEALTH PROGRAMMES**

**APPENDIX 1**

**HEADS OF AGREEMENT (OLDER ADULTS)**

**FOR APPROVAL**

# West London Whole Systems North Hub Heads of Agreement

Between

NHS West London Clinical Commissioning Group

and

Age UK Kensington & Chelsea	Holland Park Surgery
Central and North West London NHS Foundation Trust (CNWL)	New Elgin Practice
Central London Community Healthcare (CLCH)	North Kensington Medical Centre
Chelsea and Westminster Hospital NHS Foundation Trust	Notting Hill Medical Centre
Healthwatch Central West London	Pembridge Villas Surgery
Imperial College Healthcare NHS Trust	Portland Road Medical Centre
Kensington and Chelsea Social Council	St Quintin Health Centre
London and Central West Unscheduled Care Collaborative (LCW)	Beacon Medical Centre
Open Age	Colville Health Centre
Royal Borough of Kensington & Chelsea Council	Exmoor Surgery
Westminster City Council	Foreland Medical Centre
West London GP Federation	Golborne Medical Centre
Barlby Surgery	Golborne Medical Centre (Dathi)
Garway Medical Practice	Lancaster Gate Medical Centre

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## Collaboration Guiding Principles Heads of Agreement

Partners:

Dated:

<b>1) NHS West London Clinical Commissioning Group (CCG)</b>	<b>16) Holland Park Surgery</b>
<b>2) Age UK Kensington &amp; Chelsea</b>	<b>17) New Elgin Practice</b>
<b>3) Central and North West London NHS Foundation Trust (CNWL)</b>	<b>18) North Kensington Medical Centre</b>
<b>4) Central London Community Healthcare (CLCH)</b>	<b>19) Notting Hill Medical Centre</b>
<b>5) Chelsea and Westminster Hospital NHS Foundation Trust</b>	<b>20) Pembridge Villas Surgery</b>
<b>6) Healthwatch Central West London</b>	<b>21) Portland Road Medical Centre</b>
<b>7) Imperial College Healthcare NHS Trust</b>	<b>22) St Quintin Health Centre</b>
<b>8) Kensington and Chelsea Social Council</b>	<b>23) Beacon Medical Centre</b>
<b>9) London and Central West Unscheduled Care Collaborative (LCW)</b>	<b>24) Colville Health Centre</b>
<b>10) Open Age</b>	<b>25) Exmoor Surgery</b>
<b>11) Royal Borough of Kensington &amp; Chelsea Council</b>	<b>26) Foreland Medical Centre</b>
<b>12) Westminster City Council</b>	<b>27) Golborne Medical Centre</b>
<b>13) West London GP Federation</b>	<b>28) Golborne Medical Centre (Dathi)</b>
<b>14) Barlby Surgery</b>	<b>29) Lancaster Gate Medical Centre</b>
<b>15) Garway Medical Practice</b>	

(all together referred to as the “Partners”)

## Executive Summary

The purpose of this document is to:

- Set out the **Guiding Principles** of Collaboration
- State the **Partners involved** in this programme
- Clarify the **objectives** of the programme
- Articulate the **conduct and behaviours** required to successfully deliver the objectives
- Include detail regarding the **governance** of the Hub and **wider engagement**

As appendices, and for those seeking additional detail, it also includes for reference only:

- The **Information Sharing Agreement (ISA)**, as this is fundamental to the success of the programme
- The high-level Hub Service Model (called the **Hub Operating Plan**)
- A draft **Hub Services specification** which is being continually refined
- A high-level **Outcomes Framework** which will be used to evidence how objectives being met

Key points to note:

- This is **not a legally binding agreement**, no money is exchanged between parties upon signing this agreement
- This is not a contract, the purpose of this document is to get **agreement on a common approach**
- Partners have already been working under these arrangements for several months and could have signed this document some time ago. By signing this document we wish to **recognise a milestone** and continue further development of the programme

## 1. Purpose

In order to deliver the Whole Systems model within the West London CCG area it is the intention of the CCG to create an Accountable Care Partnership which will be the primary delivery mechanism for the Whole Systems model of care. The clinical hub based at St Charles is the first phase of delivering Whole Systems services. This Heads of Agreement is therefore an interim agreement between partners whilst the Accountable Care Partnership forms.

The Partners of this agreement therefore, agree to work together as part of the West London Whole Systems (WS) North Hub. Partners will ensure effective development and delivery of integrated health, social care and 3<sup>rd</sup> Sector services for residents over the age of 65 with complex care needs in West London – Kensington & Chelsea, Westminster Queens Park and Paddington as part of the Whole Systems model.

- 1.1. The Partners wish to record the basis on which they will collaborate with each other in delivering WS model of care in the north hub. This Heads of Agreement sets out:
  - a) the objectives of the Whole Systems (WS) model of care
  - b) the guiding principles of collaboration
  - c) the governance structures the Partners will put in place; and
  - d) the respective roles and responsibilities the Partners will have during the first phase.
  
- 1.2. This Heads of Agreement should be read in conjunction with the attached schedules:
  - The Hub Operating Plan – schedule 1
  - The Integrated Care Hub service specification – schedule 2
  - Whole Systems outcomes framework – schedule 3
  - Whole Systems information sharing agreement – schedule 4
  - Whole Systems MoU – sharing information via SystemOne – schedule 5
  - Hub management terms of reference – schedule 6

## 2. Background

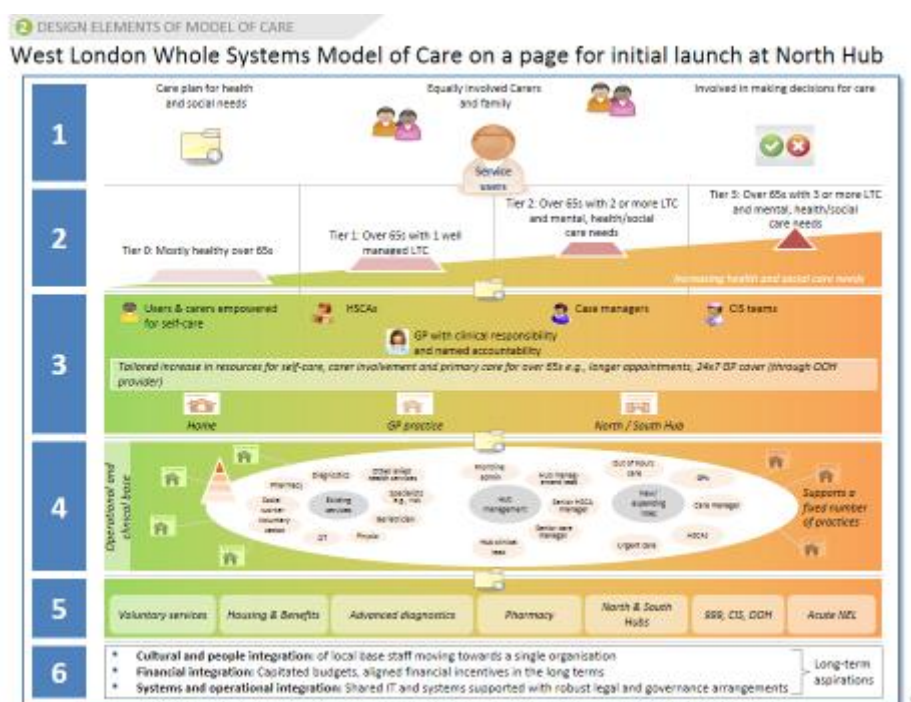
West London CCG and its Partners have a vision for health and care, Putting Patients First (PPF) is WLCCG's key vehicle for delivering integrated services. PPF is an integrated approach to managing frail and vulnerable patients through the principles of care planning, case management and multi-disciplinary team working. It ensures that care provided for patients is seamless with joined up working between all professionals, involving clear communication to ensure that patients understand their condition, treatment plan and options for self-management, where appropriate. It enables patients to be stepped up and down seamlessly between any episodes of urgent care and planned or proactive managed care. These same principles form the basis of WLCCG Whole Systems Programme which is an Integrated Care model of care which focusses on those over the age of 65.

The West London PPF strategy has been enhanced through the development of the WS programme and model of care, which brings the strategy to life through the delivery of fully integrated services. The WS model of care is a new way of working that brings together multi-agencies across health, social care and the 3<sup>rd</sup> sector. The key is to provide seamless services to people over 65 living within the West London area, enabling them to remain as independent for as long as possible whilst achieving outcomes that are important to them. Through single assessment, central support/care planning and co-ordination, people will be able to access their own support/care plan and actively contribute to shaping the services that will be delivered to enable them to manage their health and care needs.

In order for the Whole System to function in an integrated way it is necessary for teams to be co-located which will encourage services to work together through day to day interaction and multi-disciplinary team meetings. The model of care will be delivered jointly in people's homes, primary care practices and in the hub located at St Charles. St Charles is ideally located given the services that are already operating out of the building e.g. X ray, cardiology, respiratory, diabetes, phlebotomy, podiatry, voluntary services and older peoples' day activities to name but a few. A more detailed Operating Plan for the hub can be found in schedule 1.

Developed by service users and staff feedback the proposed **Whole Systems Care Model** is as follows:

1. Centred around the **holistic needs** of the **service users** and their **carers**, **involving** them in all **decisions** while providing with **simpler access** and a **shared care plan**
2. **Personalised** and tailored to **changing health as well as social needs**, covering **planned** as well as **reactive needs** and one that **empowers self-care**
3. Has a **clear point of accountability** (both for **clinical & non-clinical** outcomes) with a **core team that reflects user's needs**
4. Is supported by a number of **local operational Whole Systems bases** where **joint teams** work on a **day to day basis coordinating the care and tracking outcomes**
5. Helps **coordinate the services** (via the base) as needed **from different organisations**, on behalf of the service users and their carers
6. Is brought together by an **Accountable Care Partnership** of organisations commissioned to a **single set of outcomes** with **shared systems and incentives**



As mentioned earlier, a key enabler to deliver Whole Systems is for the co-location of staff, centred around GPs as the delivery vehicle. The first wave of Whole Systems Programme will be located at St Charles where providers will deliver seamless services to people with complex conditions over the age of 65. The WS Model of care has been co designed by patients, carers, all providers and has been approved by West London CCG Governing body. Co-locating our teams will support the following building blocks to be delivered by primary care to support our WS Model:

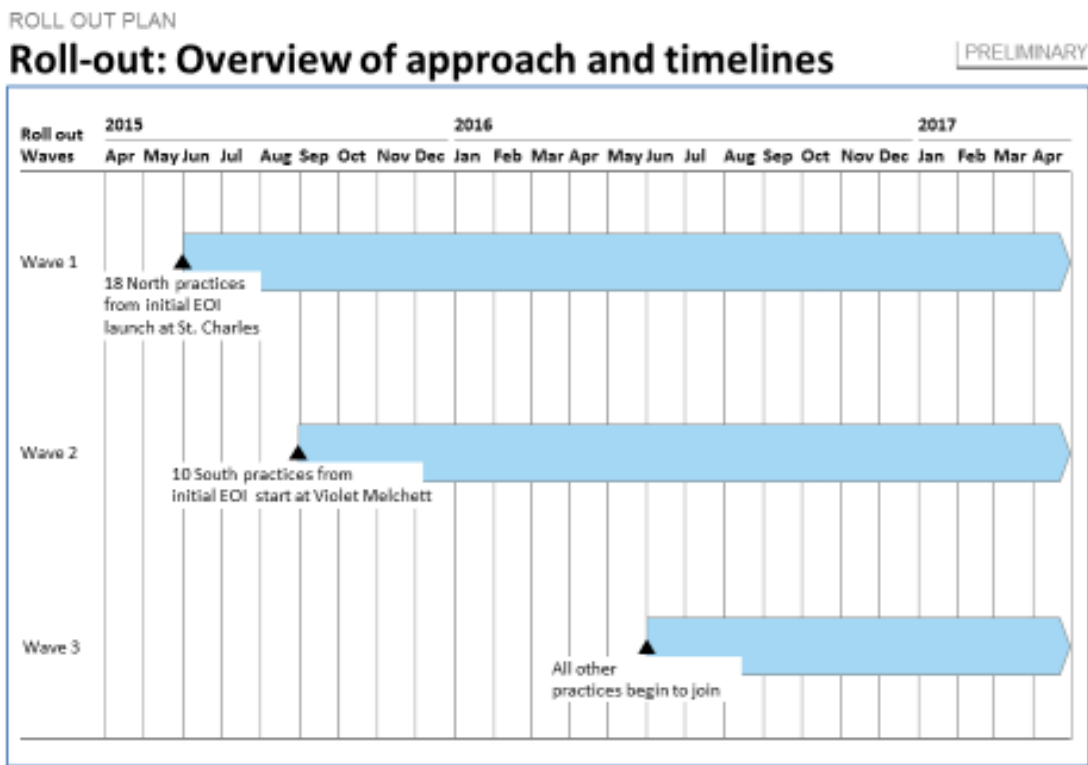
1. **Share patient level (with proper IG controls) information for support to delivery and segmentation / planning and activity level information for whole systems performance management and comparison**
2. Participate in **hub daily planning sessions** (in person, virtually, electronically, or by phone) that are **relevant to their practice**
3. Participate in **performance dialogue** at a **practice level**
4. Make available **2.5 sessions per week worth of capacity** (for an average list size of 521 patients aged 65 or older) for **dedicated sessions for the above 65s** (which may or may not be longer appointments, involve proactive and holistic care planning sessions etc.)

A more detailed Hub Operating Plan can be found in schedule 1 along with an Integrated Care Hub service specification in schedule 2.

Through this approach the NHS, Voluntary sector and the Councils aim to improve health and care outcomes, user experience and efficient use of public sector funding.



The target timescales to implement the model of care are shown in the diagram below, with GP practices holding Whole Systems appointments from 1<sup>st</sup> June 2015 and Whole Systems services operational at St. Charles Hub from the 1<sup>st</sup> September 2015.



8

The joint outcomes that will be achieved through this collaborative way of working are outlined below. For more detail please see the Whole Systems outcomes framework outlined in schedule 3 which also includes the hub reporting requirements.

ENABLERS: SUPPORTING PILLARS OF WS

TAKEN FROM NWL CENTRAL TEAM TOOLKIT

Outcomes and metrics to be monitored are organised around five outcome domains

PRELIMINARY



80

### 3. Interpretation

In this Heads of Agreement headings are for convenience only and do not affect interpretation:

**“Partners”** means, in respect of a Partner, any officer, employee, agent, subcontractor, supplier or consultant of that Partner and their respective officers, employees, agents, subcontractors, suppliers and consultants;

**“Heads of Agreement”** means this document and includes its draft schedules, annexures and attachments;

**“Programme”** means the West London CCG Whole Systems Integrated Care Programme for Older Adults;

### 4. Objectives and Outcomes

4.1 The Partners shall undertake the delivery of the WS model of care to achieve the Outcomes described in the outcomes framework in detail in Schedule 3. The five key outcome domains and outcomes are:

**1. People have a high quality of life**

- I can achieve my personal goals
- I can look after my mental and physical health
- I can maintain my mobility and independence
- I can take care of myself, rather than relying on others
- I can meet and talk to other people
- I can have the opportunity to contribute and enjoy life

***All of the above measured by % of people who strongly agree or agree with statement***

- I can live at home; ***measured by number of days at home***

**2. Care is safe, effective and people have a good experience**

- I feel safe
- I feel in control and well informed
- I feel understood and accepted
- I feel respected for my own experience and knowledge
- I feel that people are there when and where I need them
- I know who to contact when I am concerned
- I get to see the same professionals
- I am supported effectively

**3. Professionals experience an effective integrated environment**

- I am supported by people that work well together and enjoy their work

***Measured through staff surveys***

**4. Care is financially sustainable**

- I receive support that is financially sustainable

***Measured by % total spend over/under versus capitated budget***

**5. Care delivery is efficient**

- I am supported by people who respect my time; ***measured by survey***
- I am not being admitted into secondary care unnecessarily

***Measured by:***

***NEL per 1,000 people in ACP***

***Acute bed days per 1,000 people in ACP***

***Residential care bed days per 1,000 people in ACP***

***Weekend discharge rate from Seven Day Standards***

- 4.2 The long term aim is to create consistent and widespread co-ordination of services that meet the needs of individuals attending the hub. Partners will work effectively to assess, identify risk early and quickly put in place the care and support necessary to actively avoid further deterioration and facilitate fast recovery through providing proactive assessment, care planning and reactive care support where appropriate.
- 4.3 A working group will be formed to further develop the outcomes and evaluation framework specifically for the Programme. The objective of the group will be to review a list of proposed metrics from various Partners, and agree the best set of outcomes and associated metrics for measuring and evidencing the benefits of the Programme.
- 4.4 The working group will also be responsible for developing the framework and agreeing the mechanisms for reporting the outcomes and metrics, both within the short term and long term. The membership of the group will include representatives from across the Programme Partners

## 5. Behavioral commitments

Over the past 18 months providers on site at St Charles site have been meeting regularly in order to identify a common set of guiding principles for working together. This Heads of Agreement builds on those principles which are:

- **Effective communication – openness, honesty, good humour and straightforwardness**, including when preparing staff for the day, in face-to-face communication, streamlining resolution of issues or concerns quickly, efficient sharing of information and staff and patient involvement in decision making
- **Meeting together to plan and to share** – in daily operational meetings, weekly and monthly operational reviews
- **Creating a welcoming environment** – where patients, carers and staff feel relaxed and respected
- **Reaching out to those in sight** – engaging with patients and staff to create positive attitudes and behaviours
- **Taking an holistic approach** – to the physical, social, personal and temporal wellbeing of patients
- **Share the integrated approach** – to provide services which meet holistic patient needs
- **Measure St Charles impact** – recognising progress to reinforce positive behaviours

In addition to these principles, the Partners and staff teams agree that they will:

- support the development of a **single identity and culture** for the North Hub that empowers patients and professionals to act in everyone’s best interests
- be bold, ambitious and strive to **change things for the better**
- work towards the end state – **learning and evolving the service together** to provide the best experience for patients and staff alike
- work **across professional and organisational boundaries** to harness the experiences of all in the whole environment and to integrate the services for patients
- be accountable for their actions and to take responsibility
- support colleagues to **bring out the best in one another**, managers and clinicians, and ensure skills and time are utilised to maximum effect
- deliver and undertake all appropriate training and development to ensure **staff are best equipped** for their roles

### Objectives and principles

- 5.1 Partners shall adopt all reasonable measures and use their best endeavours to ensure the objectives of delivering Whole Systems model of care are achieved.
- 5.2 Partners shall conduct all activities in ways that are consistent with the guiding principles and take all steps to ensure that any employees, and Partners involved in carrying out activities do likewise.

### Co-operation and innovation

- 5.3 Partners shall work together in a co-operative and innovative manner for the purpose of meeting or exceeding the objectives and fully complying with these guiding principles; and
- 5.4 Partners shall ensure that the activities are carried out in a co-ordinated and efficient manner.

### Sharing of information

- 5.5 Partners shall share all information relevant to the activities in an honest, open and timely manner in line with the Hub operating plan and service specification (Schedules 1 & 2).
- 5.6 Partners shall agree to share information as outlined in the ISA and SystemOne Memorandum of Understanding (Schedules 4 & 5). Employees of 3<sup>rd</sup> Sector organisations, where appropriate, will be requested to seek authorisation from the primary care practice where they are working to enable access to SystemOne and satisfy IG requirements.
- 5.7 Partners working as part of the Whole Systems team shall agree to enable access to real time case notes to all staff following patient consent obtained as part of the assessment process.

### Conflicts of interest

- 5.6 Partners and West London CCG shall be required to disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this Heads of Agreement or the performance of the activities, immediately upon becoming aware of the conflict of interest;
- 5.7 Partners agree to not allow themselves to be placed in a position of conflict of interest or duty in regard to any of their rights or obligations under this Heads of Agreement (without the prior consent of each other) before participating in any decision in respect of that matter; and
- 5.8 Partners shall use best endeavours to ensure that their members and other Partners also comply with the requirements of the provisions set out in these paragraphs 5.6 to 5.8 when acting in connection with this Heads of Agreement or the performance of the activities.

### Collective sharing of risk and opportunities

- 5.9 Partners shall work together to identify and where appropriate, share risks and opportunities associated with the delivery of the Programme except for risks/opportunities that have been specifically agreed to be retained solely by a particular Partner under this Heads of Agreement.

### Future addition of Partners

- 5.9 If appropriate to achieve a "best for the delivery of care" outcome, the Partners may agree to include an additional partner to the group. If they agree on such a course the Partners will cooperate to enter into the necessary documentation and liaise with the West London CCG prior to any such arrangement.

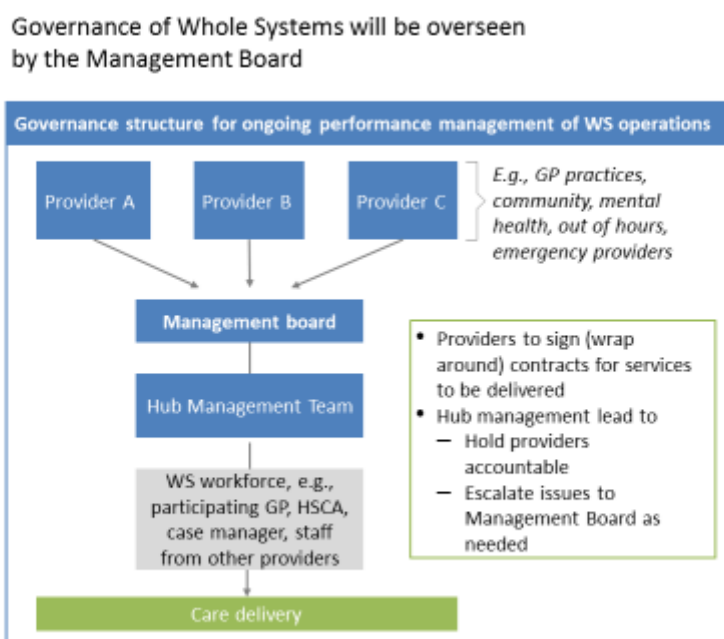
## 6. Scope of Activity

The Partners agree that they will collectively perform the activities within the Hub operating plan and Hub service specification in Schedules 1 & 2.

- 6.1 In the future Partners shall observe the requirement to work within an ‘Accountable Care Partnership’ arrangement agreed between the partners delivering the Whole Systems Hub model of care – this is expected to be co-produced through a separate and complementary Accountable Care Partnership and Integrated Services Agreements between partner organisations.
- 6.2 Partners shall co-produce and fully participate in the West London Whole Systems Programme that is facilitated by the CCG.
- 6.3 Partners shall jointly identify and support the reporting requirements of each organisation.

## 7. Hub Delivery Governance

The governance structure defined below provides a structure for the development and delivery of the Whole Systems North Hub.



- 7.1 To accomplish these objectives, Partners will meet at regular times. The Hub Management Board will meet monthly for the purposes of programme planning and monitoring and evaluating outcomes.
- 7.2 Decisions at the meeting will be decided by consensus and ratified by the Whole Systems Management Board and Out of Hospital Board.

### Whole Systems Hub Management Board (HMB)

7.3 The HMB will act as the Steering Group to provide overall strategic oversight and direction to the development of the WS hubs. This group will likely consist of the members listed below, but is subject to change until the final membership is agreed pre-launch.

Organisation	Name
CCG Lay Member (Chair)	
Senior Representative from each Participant	
Patient rep	
2 GPs	
WS Programme Lead (Associate Director)	
Hub Management Lead	
Hub Clinical Lead	
Senior Case Managers	
Senior HSCA	
1+ Additional Lay Member	

The Whole Systems Hub Management Board shall be managed in accordance with the terms of reference set out in Schedule 6 to this Heads of Agreement.

### Hub Management Team (HMT)

7.4 The Hub Management Team (HMT) will provide strategic management at Programme and Activity level. It will provide assurance to the WS Hub Management Board that the objectives are being met and that the Whole Systems model of care is being delivered and performing within the boundaries set by the Management Board.

7.5 The HMT consists of representatives from each of the Partners. The HMT shall have responsibility for the creation and execution of the Whole Systems model of care and each Partner’s activities, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the HMT. The core HMT members are:

Title	Name
GP Clinical Lead	TBD
Hub Manager	

Senior Case Manager	
Senior HCSA	
PCN Manager	
Hub Administrator	
Hub Data Analyst	
Hub PCN	
Self-Care Coordinator	
WS Programme Lead (Associate Director)	
Geriatrician	

The HMT shall meet fortnightly.

### Reporting lines

7.6 Service delivery reporting shall be undertaken at two levels:

- **Hub Management Team:** Minutes and actions will be recorded for each HMT meeting. Reporting to the HMB shall be monthly highlighting: Progress this period; issues being managed; issues requiring help (via escalation to HMB) and progress planned next period and/or aligned with the frequency of the HMB meetings.
- **Whole Systems Hub Management Board:** The board will oversee the delivery of the Whole Systems model of care and will hold the HMT to account.
- **Participant organisational level:** the HMT members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the HMT before being issued.

### Performance Management Framework

7.7 Hub performance management will be coordinated by the Hub Manager. The Hub Manager will have interfaces with the HMT, Hub Data Analyst and CCG Core Contract Managers. Performance Management will be reviewed fortnightly at Hub Management Team meetings with appropriate representation from Partner organisations. Escalation will be to the HMB on an exception basis.



- 7.8 This Heads of Agreement will not have primacy over existing service contracts as those services have been contracted for a specific provision which at the time may not have accounted for Whole Systems requirements. Performance Management of providers is implicit within those individual contracts between commissioner and provider, and unique to each relationship. Operational contract management meetings between commissioners and providers will continue as usual for contracted services.
- 7.9 A Hub Outcomes Framework will be established via a Steering Group to provide effective and efficient performance monitoring arrangements. Outcomes reporting will be automated using the North West London performance dashboard minimising manual intervention. Additional performance and outcomes data will be captured using patient and staff surveys. The Framework will demonstrate performance against the Objectives and Outcomes stated in 4.1 and may become the formal performance management Framework for the future Accountable Care Partnership.

### Disputes and Complaints

- 7.10 If any Partner identifies any issues, concerns or complaints about the delivery of the Whole Systems model of care, or any matter in this Heads of Agreement, that Partner shall notify the other relevant Partners and they shall then seek to resolve the issue by a process of consultation always bearing in mind the behavioural commitments made by the Partners in this Heads of Agreement.
- 7.11 The Partners agree that they will use their best endeavours to avoid disputes between each other, notify each other of perceived or real differences of opinion as soon as they arise, and attempt to promptly resolve those differences.
- 7.12 If the issue cannot be resolved through consultation the matter shall be escalated to the HMT, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the HMT within 10 working days, the matter may be escalated to the Hub Management Board for resolution.
- 7.13 If any Partner receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the delivery of the Whole Systems model of care, the matter shall be promptly referred to the HMT (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the delivery of service, without the prior approval of the HMT (or its nominated representatives).
- 7.14 West London CCG and the Partners must each publish, maintain and operate a Complaints Procedure in compliance with the Fundamental Standards of Care and other Law and Guidance.

7.15 The Partners shall:

provide clear information to Service Users, their Carers and representatives, and to the public, displayed prominently in the Services Environment as appropriate, on how to make a complaint or to provide other feedback and on how to contact their Local Healthwatch; and

ensure that this information informs Service Users, their Carers and representatives, of their legal rights under the NHS Constitution, how they can access independent support to help make a complaint, and how they can take their complaint to the Health Service Ombudsman should they remain unsatisfied with the handling of their complaint by the Partners.

## 8. Service User, Public and Staff Involvement

8.1 The Partners must actively engage, liaise and communicate with Service Users, their Carers and Legal Guardians, Staff and the public in an open and clear manner in accordance with the Law and Good Practice, seeking their feedback whenever practicable.

8.2 The Partners must involve Service Users, their Carers and Legal Guardians, Staff and the public when considering and implementing developments to and redesign of Services. As soon as reasonably practicable following any reasonable request by the West London CCG, the Partners must provide evidence of that involvement and of its impact.

8.3 The Partners shall:

carry out Staff Surveys which must, where required by Staff Survey Guidance, include the appropriate NHS staff surveys;

carry out all other Surveys; and co-operate with any surveys that the West London CCG (acting reasonably) carry out.

The form, frequency and reporting of the Surveys will be agreed between the West London CCG and the Partners in writing and/or required by Law or Guidance from time to time.

8.4 The Partners shall review and provide a written report to West London CCG on the results of each Survey. The report must identify any actions reasonably required to be taken by the Partners in response to the Survey. The Partners must implement those actions as soon as practicable. The Partners must publish the outcomes of and actions taken in relation to all Surveys.

## 9. Intellectual property

9.1 The Partners intend that [notwithstanding any secondment] any intellectual property rights created in the course of the Programme shall vest in the Partner whose employee created them (or in the case of any intellectual property rights created jointly by employees of multiple Partners in the party that is lead party for the Activity for the part of the Programme that the intellectual property right relates to).

- 9.2 Where any intellectual property right vests in a Partner in accordance with the intention set out above, that Partner shall grant an irrevocable licence at no cost to the other Partners in the delivery of service to use that intellectual property solely for the purposes of the delivery of the model of care.

## 10. Programme Funding

### Hub management arrangements

- 10.1 West London CCG will fund a jointly appointed suitably qualified Manager, administrator and data analyst to manage the Whole System Hubs one in the north and the other in the south.
- 10.2 West London CCG will fund the premises costs of the hubs and will require Partners to agree a suitable Terms of Use policy to deliver services from the hub. Partners will not be charged rental for space when delivering the services specified at the hub.
- 10.3 Unless informed otherwise, the Partners shall at their own cost provide all Equipment to their own employees to deliver the Services in accordance with the Law and any necessary Consents. Where West London CCG provides Equipment to deliver the Services this will remain property of West London CCG.

### Charges and liabilities

- 10.4 Except as otherwise described above, the Partners shall each bear their own costs and expenses incurred in complying with their obligations under this Heads of Agreement, this includes all other staff participating in managing and delivering the various elements of the model of care.
- 10.5 Partners shall remain liable for any losses or liabilities incurred due to their own or their employee's actions.
- 10.6 West London CCG will reasonably expect Partner representatives to attend the proposed management meetings and contribute their expertise and thinking. West London CCG will not unreasonably request Partners to incur significant costs in the production of bespoke reports and/or information related to performance on Whole Systems services.

## 11. Status of the Heads of Agreement

- 11.1 This Heads of Agreement is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Partners from this Heads of Agreement. The Partners enter into the Heads of Agreement intending to honour all their obligations.
- 11.2 Nothing in this Heads of Agreement is intended to, or shall be deemed to, establish any Partnership or joint venture between the Partners, constitute a Partner as the agent of another, nor authorise any of the Partners to make or enter into any commitments for or on behalf of another Partner.

## 12. Competition and Procurement Compliance

- 12.1 The Partners recognise that it is the duty of the commissioners to decide what services to procure and how best to secure them in the interests of patients. In alignment with the Whole Systems principles of co-operation and co-development Partners will work together and competition will only be employed where it serves the interests of patients, and is not an end in itself, in accordance with HSCA Section 75 guidance.
- 12.2 The Partners are aware of their competition compliance obligations, both under competition law and, in particular, under Monitor's provider licence. Via the Hub Management Board the Partners shall take all necessary steps to ensure that they do not breach any of their obligations in this regard. Further, the Partners understand that in certain circumstances collaboration or joint working could trigger the merger rules and as such be notifiable to the Competition and Markets Authority and Monitor.

## 13. Term and termination

- 13.1 This Heads of Agreement shall commence on the date of signature of the Partners, and shall continue for an initial period of twelve (12) months and thereafter subject to an annual review of the arrangements by the Steering Group.
- 13.2 Any Partner may exit this Heads of Agreement by giving at least three (3) months' notice in writing to the other Partners at any time.

## 14. Variation

This Heads of Agreement, including the Schedules, may only be varied by written agreement of West London CCG and the Partners.

Signatures:

<p>Name</p> <p><b>NHS West London Clinical Commissioning Group</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Age UK Kensington &amp; Chelsea</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Central and North West London NHS Foundation Trust</b></p> <p>Title</p> <p>Date</p>
<p>Name</p> <p><b>Central London Community Healthcare</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Chelsea and Westminster NHS Foundation Trust</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Healthwatch Central West London</b></p> <p>Title</p> <p>Date</p>
<p>Name</p> <p><b>Imperial College Healthcare NHS Trust</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Kensington and Chelsea Social Council</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>London and Central West Unscheduled Care Collaborative</b></p> <p>Title</p> <p>Date</p>

<p>Name</p> <p><b>Open Age</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Royal Borough of Kensington and Chelsea Council</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Westminster City Council</b></p> <p>Title</p> <p>Date</p>
<p>Name</p> <p><b>West London GP Federation</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Barlby Surgery</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Garway Medical Practice</b></p> <p>Title</p> <p>Date</p>
<p>Name</p> <p><b>Holland Park Surgery</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>New Elgin Practice</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>North Kensington Medical Centre</b></p> <p>Title</p> <p>Date</p>
<p>Name</p> <p><b>Notting Hill Medical Centre</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Pembridge Villas Surgery</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Portland Road Medical Centre</b></p> <p>Title</p> <p>Date</p>

<p>Name</p> <p><b>St Quintin Health Centre</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Beacon Medical Centre</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Colville Health Centre</b></p> <p>Title</p> <p>Date</p>
<p>Name</p> <p><b>Exmoor Surgery</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Foreland Medical Centre</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Golborne Medical Centre</b></p> <p>Title</p> <p>Date</p>
<p>Name</p> <p><b>Golborne Medical Centre (Dathi)</b></p> <p>Title</p> <p>Date</p>	<p>Name</p> <p><b>Lancaster Gate Medical Centre</b></p> <p>Title</p> <p>Date</p>	