

1. Report	North West Children's Cancer Operational Delivery Network (ODN)			
2. Paper prepared by	Davina Hartley, Network Manager			
3. Subject/Title	Final Memorandum of Understanding (MoU) for the North West Children's Cancer Operational Delivery Network			
4. Document ref	MOU Final V1.0			
5. Purpose	The purpose of this paper is to set out the MOU for the North West Children's' Cancer Operational Delivery Network			
6. Action for the reader	To finalise the Document			
7. Recommendation				
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North West Children's Cancer MoU

MEMORANDUM OF UNDERSTANDING (MOU)

Between:

- a) The North West Children's Cancer ODN
- b) Alder Hey Children's Hospital (PTC) and POSCU's (Countess of Chester, Leighton & Nobles Isle of Man)
- c) Royal Manchester Children's Hospital (PTC) and POSCU's (Blackpool Victoria, Royal Blackburn, Royal Preston & Royal Lancaster)
- d) Supra network POSCU's (Alder Hey *, Gwynedd North Wales*, Maelor North Wales* & Glan Clwyd North Wales*) N.B *Must sign with one ODN only (Patient flow from Royal Stoke, however, they are already signed up with Midlands CC ODN).

1. Background to the MoU

Published in January 2019 the NHS Long term Plan (LTP) stated that:

“Survival rates for children with cancer have doubled over the past 40 years, but because mortality has fallen for other conditions, cancer is now the leading cause of premature death among children and young people aged 5-14 years. We will therefore develop and implement networked care to improve outcomes for children and young people with cancer, simplifying pathways and transitions between services and ensuring every patient has access to specialist expertise.”

In response to the above children's cancer operational delivery networks (ODN's) have been developed and funded by NHSE in every region in England. These ODN's have been set up to support the delivery and implementation of the Children's Cancer Network – Principal Treatment Centres Service Specification and the Children's Cancer Operational Delivery Network-paediatric oncology shared care unit (POSCU) service specification. In the North West the Children's Cancer ODN is hosted by Manchester Foundation Trust – The Royal Manchester Children's Hospital (Principal Treatment Centre) in a partnership arrangement with Alder Hey Children's Hospital (Principal Treatment Centre). This hosting arrangement is accountable via the North West Paediatric Partnership Board (NWPPB) and NHSE.

2. Status

- 2.1 This MOU is not legally binding and shall not give rise to any rights or liabilities for any party. The Parties enter into the MOU intending to honour all the prescribed obligations.
- 2.2 This MOU is not intended to establish any partnership or joint venture between the parties, constitute one party as the agent of another party, nor authorise any of the parties to make or enter any comments for or on behalf of another party.

3. Purpose

This MOU establishes the general framework of collaboration between the Participants as the North West Children's Cancer Operational Delivery Network (NW CC ODN). The participants intend through this MOU to comply with the National Children's Cancer services delivered as part of a Children's Cancer Operational Delivery Network and associated service specifications.

4. Policy Context

- NHSE Service Specifications for Children's Cancer (PTC and POSCU):
<https://www.england.nhs.uk/commissioning/spec-services/npc-crg/group-b/b05/>
- Improving Outcomes; a Strategy for Cancer – Department of Health (2011) with updates in 2014:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/388160/fourth_annual_report.pdf
- Five Year Forward View – NHS England (2014):
<https://www.england.nhs.uk/cancer/strategy/cancer-fyfv/>
- Report of the Independent Cancer Taskforce - 'Achieving World-Class Cancer Outcomes: A Strategy for the NHS 2015-2020':
<https://www.england.nhs.uk/cancer/strategy/cancer-one-year-on-2/>
- Long Term Plan (2019): <https://www.longtermplan.nhs.uk/>
- NICE Quality Standard 'Fertility Problems' (QS73):
<https://www.nice.org.uk/guidance/qs73>

- NICE Quality Standard Cancer services for children and young people (QS 55): <https://www.nice.org.uk/guidance/qs55/resources/cancer-services-for-children-and-young-people-pdf-2098728855493>

5. Key Principles

The children's cancer NHSE service specifications are designed to improve outcomes, reduce variation in quality and enable access to the appropriate team of experts able to deliver the full range of cancer specific clinical care, clinical trials and increase access to tumour banking and genomic medicine for children with cancer:

- 5.1 Improve integration between different children's cancer services
- 5.2 Improve the experience of care
- 5.3 Increase participation in clinical trials, which is currently at around two thirds of patients
- 5.4 Increase tumour banking rates
- 5.5 Improve the transition between children's and TYA services in particular ensuring that there is no gap between different services
- 5.6 Embed genomic medicine within children's cancer services.

6. Responsibilities

The responsibilities of the Network:

- 6.1 Support effective coordination of integrated, disease specific pathways across different providers, known collectively as the NW Children's Cancer ODN
- 6.2 Develop an annual work programme for the region
- 6.2 Coordinate and monitor compliance to service specifications for PTCs and POSCUs
- 6.3 Coordinate and monitor access to research across the region
- 6.4 Develop and maintain an operational policy for the network
- 6.5 Ensure good clinical governance
- 6.6 Agree workforce contingency arrangements
- 6.7 Support the development of secure communication systems between PTCs and POSCUs

The responsibilities of Constituent Network Members (PTC & POSCU):

- 6.8 Participate fully in the North West Children's Cancer ODN
- 6.9 Provide regular data to the North West children's cancer ODN to support the operational delivery and improvement of children's cancer to include but not limited to:
 - Compliance against network agreed pathways and protocols

- Clinical and quality outcomes across the network, including incidents and / or safety concerns
- Workforce indicators
- Patient experience survey results
- MDT data

6.10 Support the development of shared regional clinical policies and procedures

6.11 Work in partnership across the region to enable equitable access to cancer services

7 Network structure

7.1 Map of region

PTC's

Alder Hey Children's Hospital

Royal Manchester Children's Hospital

POSCU's

Royal Lancaster

Victoria Blackpool

Royal Preston

Royal Blackburn

Countess of Chester

Leighton

Nobles Isle of Man

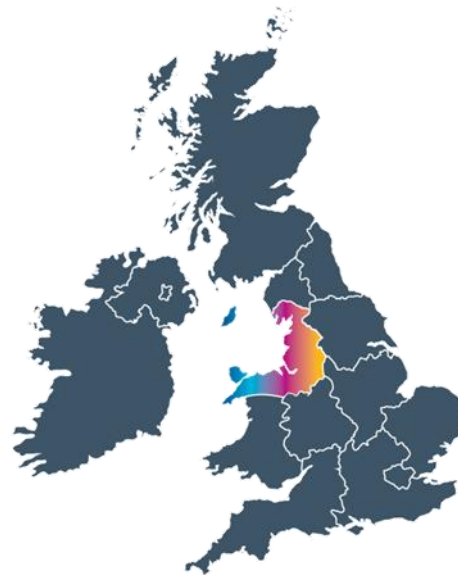
Supra network POSCU's:

Gwynedd North Wales

Maelor North Wales

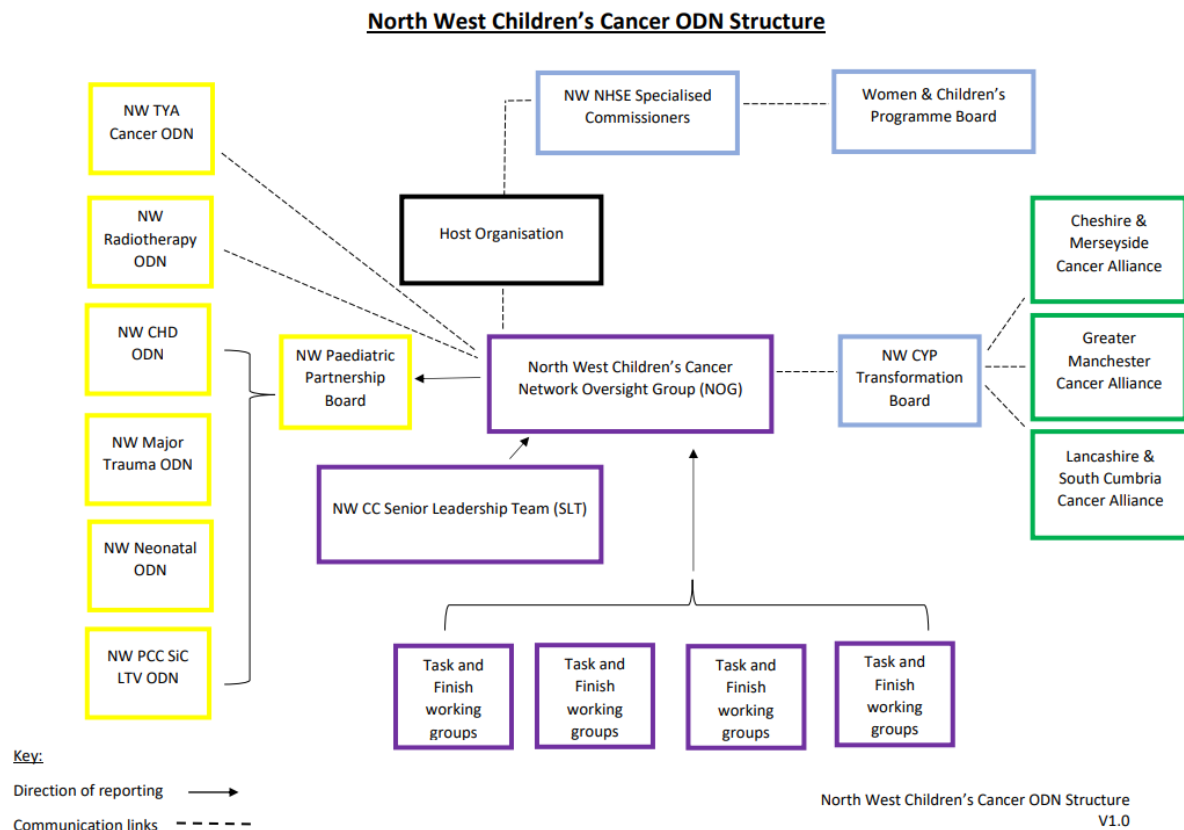
Glan Clwyd North Wales

Royal Stoke*



*Royal Stoke are part of the Midlands ODN and are permitted to only sign up with one ODN so cannot be a part of ours, however, we do share learning and they are welcome to attend our meetings where helpful.

Structure:



7.2 Chair of Network Oversight Group: The Chair of the Network Oversight Group will be the lead clinicians (on a rotational basis) jointly with regional commissioner as set out in the Service Specification. The Chair will represent the wider cancer system, be tasked with enabling consensus decisions to be reached across the organisational boundaries on the network plan and oversee the delivery of the annual work programmes. The Chair for a term of 3 years will be Professor Bernadette Brennan & Dr Lisa Howell jointly with Andrea Doherty (NHSE).

7.3 Host of Network: The Host of the Network is the Royal Manchester Children's Hospital in partnership with Alder Hey Foundation Trust. The host will take responsibility for the provision of the host responsibilities and relevant

infrastructure. This will be reviewed in line with the national requirements for ODN's. Change of host would be considered under the circumstances that the host is no longer part of the network, or that they were unable to provide the duties detailed in the service specification.

8 Accountabilities

8.1 The Network is accountable to NHS England through the Network Host and via the local specialised commissioning team.

8.2 The Network Oversight Group has operational responsibility to the participant Cancer Alliances. Named lead officers from each provider will provide formal links into the Cancer Alliances:

Cheshire and Merseyside – Jon Hayes

Lancashire and South Cumbria – Melanie Zeiderman

Greater Manchester – Alison Armstrong

8.3 Each provider to this MOU will:

- Provide a named lead clinical oncologist with appropriate deputisation arrangements to the membership of the Network Oversight Group
- Engage fully in the ODN and support projects as agreed and set out in the annual work plan
- Share timely, accurate and relevant data as requested from the Network Oversight Group and in line with the agreed annual work plan

9 Scope

9.1 Annual Programme of work: To be agreed and signed off between Network Oversight group and North West Cancer Alliances. Prioritisation in line with the key principles described above.

Scope of activity to include:

- Standardise clinical pathways and practice
- Demand and capacity planning
- Workforce development
- Access to clinical trials
- New technology adoption

9.2 Service alterations: Changes may have an impact on overall Network activity flows, and, potentially, cross network flows, service sustainability and workforce. Therefore, any proposals to alter access must be approved by individual providers, the Cancer Alliance(s) and Specialised Commissioners and may be subject to public involvement duties. Any changes must be in

accordance with the requirements of the Service Specification for PTC's and POSCU's or any other NHS England service specification relating to Children's Cancer.

10 Governance

10.1 Strategic direction, management and accountability for this Programme will be agreed through the Network Oversight Group. Officers with organisational leadership are those identified within the terms of reference of the Network Oversight Group which will have clear, delegated executive leadership and accountability for this Programme.

10.2 The Network Oversight Group is not a separate legal entity, and as such is unable to take decisions separately from the parties to this MOU (the Parties) or bind any one of them; nor can one party 'overrule' the other on any matter. As a result, the Network Oversight Group will operate as a place for discussion of issues with the aim of reaching consensus between the Parties.

10.3 The Network Oversight Group will function through engagement and discussion between its members so that each of the Parties makes a decision

in respect of, and expresses its views about, each matter considered by the Network Oversight group. The decisions of the Network Oversight Group, will, therefore, be the decisions of the individual Parties, the mechanism for which shall be authority delegated by the individual Parties to their representatives on the Network Oversight Group.

10.4 The Parties will delegate to their representative(s) on the Network Oversight Group such authority as is agreed to be necessary in order for the Network Oversight Group to function effectively in discharging its responsibilities.

10.5 The membership of the Network Oversight Group is to be agreed by the Providers (PTC's and POSCU's) and will include representative from each of the Providers, with co-opted members as required. The Chair to be the Clinical Lead/s & regional commissioner for the Network and will be rotated after a tenure of 3 years.

10.6 Chair arrangements:

Co Chairs –Dr Lisa Howell / Professor Bernadette Brennan (alternate) & Andrea Doherty (NHSE) – November 2022 to December 2025.

Deputy Chair – Professor Bernadette Brennan / Dr Lisa Howell (alternate)– 2022 to 2025

The Network Oversight Group has overall responsibility for the full delivery of the agreed programme of work and will be responsible for ensuring that the appropriate controls are in place to effectively monitor and evaluate the delivery and its impact and effectiveness.

11 Finance

11.1 The host organisation will take responsibility for the management of the allocated resources on behalf of the Network Oversight Group.

11.2 The Network Oversight Group will approve an annual expenditure plan for the Network. Any-liabilities incurred for the Network in excess of the funding provided for the network infrastructure will require the prior approval of the Network Oversight Group. Such liabilities will be jointly underwritten by the participating provider organisations or on such other basis as may be agreed at the Network Oversight Group.

11.3 In the event of agreed reductions in workforce or costs associated with the host responsibilities the host provider would work to redeploy and mitigate cost to the network in this instance however should this not be possible shared costs will be attributed to provides.

11.4 Distribution of resources allocated to the Network will be agreed through the network oversight group.

11.5 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligation under this MOU.

11.6 The Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions.

12 Confidentiality

Unless stated it is assumed that the information shared as part of this MOU is not confidential. It is the responsibility of those presenting the information to highlight the requirement for confidentiality.

This clause 11 is intended to be legally binding

“Confidential Information” means all information disclosed, (whether in writing, orally or by another means and whether directly or indirectly) by a Participant ("Disclosing Participant") to another Participant ("Receiving Participant") including information, the release of which is likely to prejudice the commercial business interests of the Disclosing Participant, or which is a trade secret.

Each Participant agrees:

12.1 To take all reasonable steps to protect the confidentiality of the Confidential Information and to prevent it from being disclosed otherwise than in accordance with this MoU

12.2 To ensure that any of its employees, students, researchers, consultants or sub-contractors are made aware of, and abide by, the requirement of this clause

12.3 To use Confidential Information solely in connection with the operation of the Agreement and not otherwise; and not to disclose Confidential Information in whole or in part to any person without the Disclosing Participant's prior written consent.

12.4 None of the parties will use the name of the Network or other Parties name or branding in any promotional material, marketing material, similar material or announcement around the Network and the content of this MOU without the prior written consent of the Network Oversight Group

13 Termination

13.1 This MOU shall commence on the date of signature of the authorised officials from the organisations and will remain in effect until modified or terminated in agreement with the Network.

13.2 A termination notice period of three months must be given by all parties.

Signatories:

Organisation	Position	Signature & Name Printed	Date
