

DATED 22nd day of May 2018

BETWEEN

Professional Records Standards Body

and

INTEROPen

and

Royal College of Physicians

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding

This memorandum of understanding agreement is made on 4th day of April
2018

1. Parties

- 1.1. The Parties to the Memorandum of Understanding (MoU) are the following:
 - 1.1.1. The Professional Records Standards Body
 - 1.1.2. INTEROPen
 - 1.1.3. The Royal College of Physicians (RCP)
- 1.2. The PRSB works with health and care service users, carers and the public to define the standards needed for good care records and so improve the safety and quality of health and social care. It works with member organisations and patient groups to drive the implementation of care record standards across the UK and are supporting local health and care systems to introduce and/or improve sharing of records enabled by agreed record standards.
- 1.3. INTEROPen is an action group formed to accelerate the development of open standards for interoperability in the health and social care sector. INTEROPen is an OPEN collaboration of individuals, industry, standards organisations and health and care providers, who have agreed to work together to accelerate the development of open standards for interoperability in the health and social care sector. INTEROPen provides a forum to collaborate on the design and application of technical interoperability standards. The areas covered by the group include data exchange, data validation, defining APIs and governance.
- 1.4. The Royal College of Physicians is the professional membership body for physicians, with over 33,000 members and fellows across the globe. It exists to improve care for patients by providing clinical leadership, developing physicians throughout their careers and shaping the future of healthcare. It uses a variety of methods and approaches to drive improvements to clinical practice. All work is patient-focused and clinically-led and delivered by multi-disciplinary teams of managers, health economists, statisticians and informaticians.
- 1.5. The Health Informatics Unit (HIU) of the RCP aims to improve patient care by:
 - 1.5.1. Providing clinical leadership for the development and implementation of standards for the structure and content of care records to achieve interoperability between computer systems in different care settings
 - 1.5.2. Advising on and promoting the implementation and use of safe and effective new technologies
 - 1.5.3. Promoting the professionalisation of clinical informatics and the development of career pathways for those wanting to specialise in this field.

2. Background

- 2.1. NHS Digital is undertaking a competitive procurement through the Official Journal of the European Union (OJEU) to establish a 3 year framework contract (HCON1299) that supports Multi-Professional Clinical Assurance, Maintenance and Adoption of the Structure and Content of Patient Records. A Prior Information

Notice (PIN) was published on 19 September 2017 and this sets out the proposed scope of the framework. The PIN states that the envisaged scope of the services to be delivered under the framework agreement includes:

- 2.1.1. Professional assurance of care record standards
- 2.1.2. Maintaining standards and revising them in response to feedback during implementation
- 2.1.3. Professional Adoption and Engagement
- 2.1.4. Standardisation Committee for Care Information (SCCI).
- 2.2. The proposed Multi-Professional Clinical Assurance Framework (MCAF) will be structured into two lots:
 - 2.2.1. Lot 1: Clinical Assurance Services providing highly specialised ratification of processes, data and information flows with professional representative bodies.
 - 2.2.2. Lot 2: Standards and process development working with care providing organisations, using the assurance service provided by the Lot 1 supplier.
- 2.3. The PRSB, INTEROPen and the Royal College of Physicians (RCP) have decided to bid together to secure a place on the MCAF. As an established registered company, the PRSB will be the prime contractor for the PRSB/INTEROPen/RCP Bid.
- 2.4. The Parties will work on an exclusive basis. Neither party, nor their constituent members will bid in their own right or be a subcontractor within another party's bid for HCON1299.
- 2.5. The Parties agree to work together to advance interoperability across the NHS and social care through engagement of clinicians and care professionals, service users, carer representatives, vendors, informaticians and the public. Specifically, this includes the support for the preparation and submission of a proposal (the "Proposal") to respond to HCON1299 and work in the best interests of customers, patients and the public in delivering subsequent work packages let through HCON1299.
- 2.6. By working together, the PRSB, HIU and INTEROPen will reduce the potential fragmentation and risks associated with the Lot structure of the Framework by establishing full end-to-end support capabilities for the development and adoption of professional record standards and using INTEROPen community published and co-produced interoperability standards (e.g CareConnect or new evolving standards) for data exchange and APIs).
- 2.7. While the Parties acknowledge that discussions about pricing considerations for HCON1299 will necessarily involve commercially sensitive deliberations, the Parties will want to remain as open and transparent as possible with their members, stakeholders and recipients of their solutions and services.

3. Spirit of the Agreement

- 3.1. All parties recognise each other's strengths and importance to the implementation of interoperability and professional record standards in the NHS and the compelling logic and strong advantages of a collaborative response.
- 3.2. The PRSB, INTEROPen and the RCP have a track record of partnership and collaborative working. The intention is therefore to continue to foster an open and transparent business relationship that develops compelling and value for money responses to HCON1299 and subsequent work packages based on trust and

mutual respect. It is proposed that the partnership will secure the delivery of an end-to-end model that ensures professional standards are embedded into digital solutions and adopted into everyday practice to improve the information-sharing that underpins safe and effective care.

- 3.3. The partnership between PRSB, INTEROPen and the RCP will be underpinned by the following core principles:
- 3.3.1. **Service users and taxpayers first:** the common goal is to improve outcomes for health and care service users and their families. All elements of the partnership will be guided by that principle.
 - 3.3.2. **Clinician and Care Professional Benefit:** the PRSB, RCP and INTEROPen will work together to develop solutions that clinicians and care professionals need to enhance care delivery and expect by 2020¹
 - 3.3.3. **Reciprocal Accountability:** while the PRSB, as prime contractor, would be accountable to NHS Digital for delivery, all organisations will be accountable to each other for delivering their respective responsibilities as defined in any subsequent service contract and work package. No one party will seek to develop or present a dominant position over the others. The three organisations will work in collaboration to provide an end-to-end service for professional record standards development, assurance, implementation, evaluation and maintenance.
 - 3.3.4. **Delivery leadership:** although the PRSB will be prime contractor for all work packages delivered under the framework agreement and contractually responsible for delivery, a Joint Executive Board of representatives from the PRSB, RCP and INTEROPen will work within the Governance arrangements (Section 4) to create and manage the delivery teams and leadership arrangements for each work package based on skills, capabilities and availability. The Joint Executive Board will oversee all work package delivery and review all project deliverables.
 - 3.3.5. **Transparency:** the Parties will seek to communicate with each other in an open and honest manner and make available the information and resources reasonably required by the other Parties to meet their obligations under this MoU.
 - 3.3.6. **Supportive:** the Parties will be mindful and protective of the professional reputation of the other organisations and act accordingly, resolving any disagreements that may emerge as quickly as possible and in a respectful manner. Each organisation will strive to support the success of the others.
 - 3.3.7. **Flexibility:** this agreement is designed to enhance and further the aims of the three organisations and deliver successful outcomes defined in HCON1299. All Parties recognise that they may need to adapt the nature of their contribution over the term of the agreement in order to achieve the desired outcomes, and they will work in good faith to enable the partnership to thrive.

4. Governance

- 4.1. The Governance arrangements that underpin this MoU and the oversight of HCON

¹ McNeil K, Marx C (March 2017) Information and Digital Technologies Clinical Requirements 2020. Academy of Royal Medical Colleges.

http://www.aomrc.org.uk/wp-content/uploads/2017/03/IDT_Clinical_Requirements_2020_140317-2.pdf

1299 are set out in Schedule 1.

- 4.2. The PRSB will establish a Bid Team to deliver the proposals to NHS Digital for HCON1299. The Parties shall commit sufficient resources and their relevant expertise to the Bid Team and shall use all reasonable skill, care and endeavours to prepare a cost effective and solution-orientated proposal.
- 4.3. The Joint Executive Board will be formed from individuals representing The PRSB, INTEROPen and the RCP HIU. There will be two representatives from each organisation on the Joint Executive Board.
- 4.4. The Joint Executive Board will:
 - 4.4.1. Act as a Bid Review Board to oversee and make executive decisions about the nature and presentation of the Bid. The Joint Executive Board will sign off the response.
 - 4.4.2. Oversee the development of responses to mini-competitions for work packages invited under the terms of MCAF
 - 4.4.3. Oversee the delivery of work packages on behalf of the prime contractor and the individual Executive Teams and Boards of The PRSB, INTEROPen and RCP.
- 4.5. The Joint Executive Board will ensure that:
 - 4.5.1. No one party dominates the partnership between among the three organisations.
 - 4.5.2. Each HCON1299 Work Package requirement is evaluated promptly and analysed by a lead organisation on behalf of the three organisations with other involvement as required.

A Bid Lead from that lead organisation is appointed to prepare the response to the Work Package request, working alongside The PRSB as prime contractor to ensure consistency of response, quality of submission and management of delivery risk
 - 4.5.3. The Bid Lead will work with the Joint Executive Board and PRSB, INTEROPEN and RCP representatives to build a blended Delivery Team based on the following considerations:
 - Fit with customer needs and stated requirements
 - Skills, experience and track record of nominated individuals compared to the requirements
 - Resource availability
 - Cost.
- 4.6. When a commission is received in response to a work package response, the Joint Executive Board will appoint a Delivery Lead who will take responsibility for ensuring customer requirements are met and the required outputs delivered to time and budget.
- 4.7. The Delivery Lead will develop a Project Initiation Document (PID) in the early stages of work package delivery project and this will establish the division of responsibilities between all parties and the milestones and deliverables that need

to be met and produced.

- 4.8. Each Party will take responsibility for addressing perceived conflicts of interest pertinent to their own business activities.
- 4.9. Each Party will take responsibility for managing any sub-contractor relationships and partnerships required to meet their obligations defined in the work package PID.
- 4.10. The Parties agree that the Joint Executive Board will also be responsible for coordinating the arrangements set out in this MoU, managing risk and providing overview and signing off the Bid Strategy, Win Themes, the Final Bid Submission, Work Package responses, Work Package PIDs and defined Project Deliverables
- 4.11. The Board will meet as may be required to meet these requirements.

5. Duration of the MoU

- 5.1. This MoU will take effect on the date it is signed by all Parties.
- 5.2. The Parties expect the duration of the MoU to be for the period that the Framework is live or otherwise until its termination.
- 5.3. The Parties can terminate the agreement at any time by notifying the other Parties.
- 5.4. The MoU will be reviewed on an annual basis - or more frequently by collective agreement.

6. Effect of the MoU

- 6.1. The MoU does not and is not intended to be a legally binding commitment between the Parties; this will be enshrined within the contractual arrangements to deliver individual services.
- 6.2. The MoU does not and is not intended to affect each Party's individual accountability as independent organisations in relation to any contractual obligations.
- 6.3. Despite the lack of legal obligation imposed by this MoU, the Parties:
 - 6.3.1. Have given proper consideration to the terms set out in this MoU and
 - 6.3.2. Agree to act in good faith to meet the requirements of the MoU.
- 6.4. Nothing in this Agreement is intended to authorise any Party to act or communicate as the agent for the other and no Party shall have authority to act or communicate in the name of or on behalf of or otherwise legally to bind the others in any way.

7. Confidentiality and Intellectual Property

- 7.1. No Party shall disclose the Proposal or any information relating thereto to any third party without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed) except to the extent that such disclosure is required by law, any court of competent jurisdiction or any other appropriate regulatory authority or body.
- 7.2. Each party will manage any intellectual property obligations of their subcontractors, partners and stakeholders.

8. Dispute resolution

- 8.1. The Parties will attempt to resolve any dispute between them in respect of this

MoU by negotiation in good faith.

9. General provisions

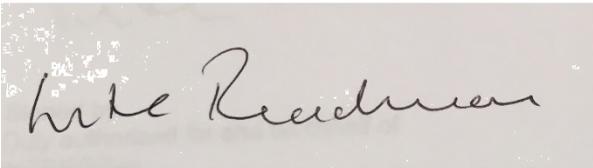
- 9.1. The Parties agree that this MoU may be varied only with the written agreement of all Parties.

Signed by the Parties or their duly authorized representatives on the date set out above
Signed by
Duly authorised for and on behalf of
The PRSB



Lorraine Foley

Signed by
Duly authorised for and on behalf of
INTEROPen)
)



Luke Readman

Signed by
Duly authorised for and on behalf of
Royal College of Physicians)



Dr Ian Bullock
)

Enc: Schedule 1 Joint Executive Board

Schedule 2 Strengths of Partners

Schedule 2: Strengths of Partners

This table outlines the respective strengths of each partner and this will be used, in part, to determine delivery leadership and the composition of the delivery team for any work package.

It is not intended to be an exhaustive list and there are many overlapping strengths across the partnership

Strengths

PRSB:

- Clinical and professional communications and engagement
- Clinical and professional leadership
- Patient and public engagement
- Clinical Assurance
- Clinical Adoption and supporting local business change
- Project and Programme Management
- Professional and public endorsement
- Portfolio management and maintenance of standards
- Quality improvement and large scale system change
- Strategic stakeholder management

INTEROPen:

- Technical Interoperability/OPEN standards development (such as CareConnect FHIR curation)
- FHIR knowledge and SME access
- Vendor strategies
- Vendor engagement
- Communications, engagement, promotion and event management strategies
- Building diverse stakeholder collaboration
- Virtual methods of collaboration and standards development

Royal College of Physicians:

- Professional record and information standards development
- Project management
- Clinical and professional engagement and consultation
- Clinical leadership
- Patient and public engagement
- Quality improvement and service transformation
- Research and appraisal of evidence
- Measurement and evaluation
- Audit
- Education and training, including learning resource development

