

Surrey Health and Social Care

SURREY-WIDE COMMISSIONING COMMITTEES IN COMMON

AGENDA

This meeting will be webcast live via the Surrey County Council website via: <https://surreycc.public-i.tv/core/portal/webcasts> with the agenda, papers and minutes being published on the Surrey County Council website.

Questions from the public are welcome and should be emailed to the Team in advance of the meeting so a response can be provided, via: syheartlandsicb.governance@nhs.net

Committees in Common between the following organisations:

NHS Frimley ICB	✓
NHS Surrey Heartlands ICB	✓
Surrey County Council	✓

Date	Wednesday 14 December 2022	Time	14:30 – 15:50
Venue	Virtual meeting/ Woodhatch Place, Reigate (Surrey County Council)		

Members/ Attendees:

Name	Title/ Role	Attendance (✓)/ Apologies (A)		
		Surrey Heartlands ICB	Frimley ICB	Surrey County Council
Convener				
Ian Smith (IS)	Chair, Surrey Heartlands ICB			
Members				
Ian Smith (IS)	Chair, Surrey Heartlands ICB	✓		
Clare Stone (CS)	Surrey Heartlands ICB Director of Multi-Professional Leadership and Chief Nurse, Surrey Heartlands ICB	✓		
Prof Claire Fuller (ProfCF)	Chief Executive Officer, Surrey Heartlands ICB	A		
Karen McDowell (KMc) <i>On behalf of ProfCF</i>	Chief Operating Officer / Deputy Chief Executive / Accountable Emergency Planning Officer	✓		
Matthew Knight (MK)	Chief Finance Officer ICB	✓		

Name	Title/ Role	Attendance (✓)/ Apologies (A)		
		Surrey Heartlands ICB	Frimley ICB	Surrey County Council
Dr Timothy Bates (TB)	Clinical Director – Integrated Services	✓		
Sarah Bellars (SB)	Chief Nursing Officer		✓	
Samuel Burrows (SBU)	Chief Transformation & Digital Officer		✓	
Richard Chapman (RC)	Chief Finance Officer		✓	
Nicola Airey (NA)	Director for Commissioning and Assurance and Place		A	
Tim Oliver (TO)	Council Leader			A
Cllr Clare Curran (CCu) <i>On behalf of TO</i>	Cabinet Member for Children			✓
Cllr Sinead Mooney (SM)	Cabinet Member for Children and Families			✓
Cllr Mark Nuti (MN)	Cabinet Member for Adults and Health			✓
Attendees				
Jane Bremner (JB) <i>(For Item 7)</i>	Jane Bremner, Head of Commissioning: Mental Health, Adult Social Care, Surrey County Council (SCC)		✓	
Stephen Murphy (SM) <i>(For Item 7)</i>	Deputy Director of Mental Health Commissioning, NHS Surrey Heartlands ICB		✓	
David Wimblet (DW) <i>(For Item 7)</i>	Commissioning Manager, Mental Health / Guildford & Waverley Adult Social Care		✓	
Sarah Ford (SF) <i>(For Item 8)</i>	Senior Commissioning Manager, SCC		✓	
Anna Waterman (AW) <i>(For Item 8)</i>	Head of Commissioning for Disabilities, Autism, Carers and for East and Mid Surrey (Surrey CC)		✓	
Liz Bruce (LB) <i>(For Item 9)</i>	Joint Executive Director - Adult Social Care and Integrated Commissioning (SCC)		✓	
Andrew Evans (AE) <i>(For Item 9)</i>	Health and Care Integration Programme Manager		✓	
Debo Sokoya (DS)	(Minute-taker) Governance Manager		✓	

Item No.	Timings	Item	Action	Presenter	Paper No
1.	14:30 <i>(5mins)</i>	Welcome, Introductions and Apologies a) Confirmation of Convener	To note	Convener	Verbal
2.		Declarations of Interest a) To receive confirmation from all members and attendees that	To note	Convener	1

Item No.	Timings	Item	Action	Presenter	Paper No
		their entry in the Register of Interests is up-to-date, accurate and complete. b) To receive any declarations of interest pertinent to items on this agenda.			
3.		Quorum *	To confirm	Convener	Verbal
4.	14:35 (5mins)	Minutes from the previous meeting on 21/09/2022	To approve	Convener	2
5.		Action Log <i>No outstanding actions</i>	To note	Convener	Verbal
6.	14:40 (5mins)	Questions from members of the public	To respond	Convener	Verbal
7.	14:45 (15mins)	Approval request for Community Connections: contract extension	To approve	Jane Bremner/ Stephen Murphy	3
8.	15:00 (15mins)	Outcome of the first procurement of providers to the Supported Independent Living Approved Provider List	To note	Sarah Ford	4
9.	15:15 (15mins)	Surrey Integrated Commissioning System - Legal and Financial Framework (Approval of Int Comm MOU and Partnership Agreement)	To approve	Liz Bruce/ Andrew Evans	5
AOB					
10.	15:30 (5mins)	AOB	To note	All	Verbal
11.	15:35	Meeting close	To note	Convener	Verbal
Date of future meetings for 2023: (Wednesday) <ul style="list-style-type: none"> • 22 March 2023; Virtual meeting 14:30- 16:30 • 14 June 2023; Virtual meeting 10:00am -12:00 • 20 Sept 2023; Virtual meeting 10:00am – 12:00 					

***Quorum** and membership agreed by organisations individually. Details on Quoracy and voting are included in the Terms of Reference for each organisation as below:

Organisation	Quorum
Frimley ICB	One member
Surrey Heartlands ICB	A minimum of three members
Surrey County Council	Any three Cabinet members

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Surrey Wide Committees In Common Declarations of Interest Register

Employee	Role	Provider	Interest Category	Direct/ Indirect	Interest Description (Abbreviated)	Date Incurred	Date Ended	Mitigating Action
Clare Curran	Cabinet Member for Education and Learning, Surrey County Council	Bookham United Charities	Non-Financial Personal	Direct	Trustee of Bookham United Charities	tbc	Present	Interest Noted
Clare Curran	Cabinet Member for Education and Learning, Surrey County Council	Bookham Residents' Association	Non-Financial Personal	Direct	Director of Bookham Residents' Association	tbc	Present	Interest Noted
Clare Curran	Cabinet Member for Education and Learning, Surrey County Council	St Nicholas, Great Bookham	Non-Financial Personal	Direct	Member of the Parochial Church Council at St Nicholas, Great Bookham	24/11/2021	Present	Interest Noted
Claire Fuller	Surrey Heartlands ICB Chief Executive Officer	Surrey University	Non-Financial Professional	Direct	Visiting professor faculty of health sciences	10/05/2021	Present	Withdrawn from specific commissioning decisions
Claire Fuller	Surrey Heartlands ICB Chief Executive Officer	Pfizer	Financial	Direct	Life long pension from Pfizer, following death of spouse.	24/04/2004	Present	Interest Noted
Claire Fuller	Surrey Heartlands ICB Chief Executive Officer	Park Road Group Practice	Non-Financial Professional	Direct	Work in the practice weekly on voluntary basis as a Locum GP - not financially remunerated.	01/11/2021	Present	Withdrawn from specific commissioning decisions. Declare and withdraw from decision, should decisions affect Surrey Heath PCN.
Clare Stone	Surrey Heartlands ICB Director of Multi-Professional Leadership and Chief Nurse		Nil Declaration			31/03/2020		
Ian Smith	Surrey Heartlands ICB Chair	Trilantic Partners	Financial	Direct	Private Equity	01/01/2005	Present	N/A
Ian Smith	Surrey Heartlands ICB Chair	Allsripts	Financial	Direct	US Healthcare IT	25/06/2018	Present	N/A

Ian Smith	Surrey Heartlands ICB Chair	Ministry of Defence	Financial	Direct	Ministry of Defence	01/05/2018	Present	N/A
Ian Smith	Surrey Heartlands ICB Chair	Edyn.care	Financial	Direct	Ordinary	01/01/2015	Present	N/A
Ian Smith	Surrey Heartlands ICB Chair	On the Mend	Financial	Direct	Ordinary	15/12/2021	Present	N/A
Ian Smith	Surrey Heartlands ICB Chair	Time for Medicine	Financial	Direct	Ordinary	01/05/2010	Present	N/A
Ian Smith	Surrey Heartlands ICB Chair	Blenheim Chalcot	Financial	Direct	Ordinary	01/04/2000	Present	N/A
Ian Smith	Surrey Heartlands ICB Chair	Metabolic Health Institute	Financial	Direct	Investment	17/05/2022	Present	Withdrawn from specific commissioning decisions
Kathy Atkinson	Member, NHS Frimley ICB	Safer Tourism Foundation	Financial	Direct	Chief Executive	01/12/2016	Present	Interest Noted
Kathy Atkinson	Member, NHS Frimley ICB	Volunteer Action South West Surrey	tbc	Direct	Volunteer role as Trustee of VASWS, which has in the past received funding from the CCG	01/04/2021	Present	Interest Noted
Karen McDowell	Chief Operating Officer / Deputy Chief Executive / Integrated Care System Accountable Emergency Planning Officer	SWL ICB	Indirect	Indirect	Close Family Member is employed as the Locality Finance Director for Wandsworth & Merton Place	23/07/2018	Present	Interest Noted
Mark Nuti	Cabinet Member for Adults and Health, Surrey County Council	Chertsey Cricket Club	Non-Financial Personal	Direct	Chairman	tbc	Present	Interest Noted
Mark Nuti	Cabinet Member for Adults and Health, Surrey County Council	Henry Smith Charity	Non-Financial Personal	Direct	Chairman of Trustees	tbc	Present	Interest Noted

Mark Nuti	Cabinet Member for Adults and Health, Surrey County Council	Feoffees of Chertsey Market	Non-Financial Personal	Direct	Trustee	tbc	Present	Interest Noted
Mark Nuti	Cabinet Member for Adults and Health, Surrey County Council	Chertsey Almshouses	Non-Financial Personal	Direct	Trustee	tbc	Present	Interest Noted
Mark Nuti	Cabinet Member for Adults and Health, Surrey County Council	Chertsey Town Football Club	Non-Financial Personal	tbc	Vice Chairman	tbc	Present	Interest Noted
Mark Nuti	Cabinet Member for Adults and Health, Surrey County Council	Chertsey Black Cherry Fair	Non-Financial Personal	tbc	Committee Member	tbc	Present	Interest Noted
Mark Nuti	Cabinet Member for Adults and Health, Surrey County Council	Chertsey Christmas Goose Fair	Non-Financial Personal	tbc	Chairman	tbc	Present	Interest Noted
Mark Nuti	Cabinet Member for Adults and Health, Surrey County Council	Stepgates Community School	tbc	tbc	Co-opted Governor	tbc	Present	Interest Noted
Mark Nuti	Cabinet Member for Adults and Health, Surrey County Council	Runnymede Borough Council	tbc	tbc	Borough Councillor	tbc	Present	Interest Noted
Matthew Knight	Chief Finance Officer	Surrey Hearlands ICB	Nil Declaration			06/08/2021	Present	

Nicola Airey	Managing Director, NHS Frimley ICB	NHS Frimley ICB	Financial	Direct	Executive Managing Director for NHS Frimley CCG, covering Surrey Heath place.	01/01/2021	Present	Interest Noted
Nicola Airey	Managing Director, NHS Frimley ICB	SECAMB		indirect	Close family member is student paramedic Brighton University. Placements with SECAMB who provide 999 ambulance services to residents within the CCG area	01/09/2019	Present	Interest Noted
Richard Chapman	Chief Finance Office	NHS Frimley ICB	Financial	Direct	Chief Finance Officer for NHS Frimley ICB	tbc	Present	Interest Noted
Samuel Burrows	Chief Transformation & Digital Officer	NHS Frimley ICB	Financial	Direct	Executive Transformation & Digital Officer for NHS Frimley ICB	tbc	Present	Interest Noted
Sarah Bellars	Chief Nursing Officer	NHS Frimley ICB	tbc	tbc	tbc	tbc	Present	tbc
Sinead Mooney	Cabinet Member for Children and Families, Surrey County Council	Spelthorne Borough Council	Non-Financial Professional	Direct	Borough Councillor for Spelthorne	tbc	07/05/2015	Withdraw from specified commissioning discussion and decisions
Sinead Mooney	Cabinet Member for Children and Families, Surrey County Council	Daybreak (Charity)	Non-Financial Professional	Direct	Trustee nominated by Spelthorne BC	tbc	Present	Withdraw from specified commissioning discussion and decisions
Tim Bates	Clinical Director Integrated Services	Fort House Practice, Walton on Thames	Financial	Direct		01/04/2020	Present	Withdraw from specified commissioning discussion and decisions
Tim Bates	Clinical Director Integrated Services	NICS Federation	Financial	Direct	Practice is a member	01/04/2020	Present	Withdraw from specified commissioning discussion and decisions
Tim Bates	Clinical Director Integrated Services	WHAM PCN practice member	Financial	Direct	WHAM PCN	03/08/2020	Present	Withdraw from specified commissioning discussion and decisions
Tim Bates	Clinical Director Integrated Services	NICS vaccination centres	Financial	Direct	Worked as a GP in vaccine centre	01/01/2021	Present	Interest Noted
Tim Oliver	Leader, Surrey County Council	Surrey County Council	Financial	Direct	Employee	23/05/2018	Present	Interest Noted

Tim Oliver	Leader, Surrey County Council	Surrey Heartlands ICS	Financial	Direct	Independent Chair	01/04/2019	Present	Interest Noted
Tim Oliver	Surrey County Council Leader	Surrey County Council	Financial	Direct	Health & Wellbeing Board Member	23/05/2018	Present	Interest Noted
Tim Oliver	Surrey County Council Leader	County Councils Network	Non-Financial Professional	Direct	Chair	01/01/2020	Present	Interest Noted
Tim Oliver	Surrey County Council Leader	Shooting Star Childrens' Hospital	Non-Financial Professional	Direct	Vice President	01/01/2015	Present	Interest Noted

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Surrey Health and Social Care

SURREY COMMISSIONING COMMITTEES IN COMMON MINUTES

Committees in Common between the following organisations:

NHS Frimley	✓
NHS Surrey Heartlands	✓
Surrey County Council	✓

Date	Wednesday 21 September 2022	Time	13:00 – 14:25
Venue	Virtual meeting/ Woodhatch Place, Reigate (Surrey County Council)		

Members/ Attendees:

Name	Title/ Role	Attendance (✓)/ Apologies (A)		
		Surrey Heartlands ICB	Frimley ICB	Surrey County Council
Convener				
Karen McDowell (KMc) <i>On behalf of Ian Smith</i>	Chief Operating Officer / Deputy Chief Executive / Accountable Emergency Planning Officer			
Members				
Ian Smith (IS)	Chair, Surrey Heartlands ICB	✓		
Clare Stone (CS)	Surrey Heartlands ICB Director of Multi- Professional Leadership and Chief Nurse, Surrey Heartlands ICB	✓		
Prof Claire Fuller (ProfCF)	Chief Executive Officer, Surrey Heartlands ICB	A		
Karen McDowell (KMc) <i>On behalf of ProfCF</i>	Chief Operating Officer / Deputy Chief Executive / Accountable Emergency Planning Officer	✓		
Matthew Knight (MK)	Chief Finance Officer ICB	✓		
Dr Timothy Bates (TB)	Clinical Director – Integrated Services	✓		

Name	Title/ Role	Attendance (✓)/ Apologies (A)		
		Surrey Heartlands ICB	Frimley ICB	Surrey County Council
Sarah Bellars (SB)	Chief Nursing Officer		A	
Samuel Burrows (SBU)	Chief Transformation & Digital Officer		A	
Richard Chapman (RC)	Chief Finance Officer		A	
Nicola Airey (NA)	Director for Commissioning and Assurance and Place		✓	
Tim Oliver (TO)	Council Leader			A
Cllr Clare Curran (CC) <i>On behalf of TO</i>	Cabinet Member for Children			✓
Cllr Sinead Mooney (SM)	Cabinet Member for Children and Families			✓
Cllr Mark Nuti (MN)	Cabinet Member for Adults and Health			✓
Attendees				

Name	Title/ Role	Attendance (✓)/ Apologies (A)		
		Surrey Heartlands ICB	Frimley ICB	Surrey County Council
Jane Bremner (JB) (For Item 7)	Jane Bremner, Head of Commissioning: Mental Health, Adult Social Care, Surrey County Council (SCC)		✓	
Danielle Bass (DB) (For Item 7)	Procurement Partner, Social Care and Health (Adult Social Care & Public Health)		✓	
David Wimblet (DW) (For Item 7)	Commissioning Manager, Mental Health / Guildford & Waverley Adult Social Care		✓	
Liz Bruce (LB) (For Item 7)	Joint Executive Director- Adult Social Care and Integrated Commissioning, SCC		A	
Laura Saunders (LS) (For Item 8)	Head of LDA Integrated Commissioning, Surrey Heartlands ICS		✓	
Joe Cranfield (For Item 7)	Health Commissioning Manager for Adult Social Care		✓	
Jonathan Lillistone	AD Commissioning, Surrey County Council		✓	
Kate Barker (KB) (For Item 9)	Surrey Heartlands ICS Joint Strategic Commissioning Convener		✓	
Hayley Connor (HC) (For Item 10)	Director of Commissioning, Surrey County Council		✓	
Niki Baier (NB) (For Item 10)	New Ways of Working Programme Director/Director of Acute and Collaborative Contracts, Surrey Heartlands ICB		✓	
Rachel Wardell (For Items 7,8 and 10)	Executive Director for Children and Families and Lifelong Learning		✓	
Vanessa Brunning (For Item 7)	Interim Head of Mental Health Commissioning for Surrey Heartlands ICB		✓	
Tapiwa Songore (TS)	(Minute-taker) Interim Governance Manager		✓	
Debo Sokoya (DS)	Governance Coordinator		✓	

Item No.	Discussion and actions raised	Who	By when				
1	<p>Welcome, Introductions and Apologies</p> <p>The Convener welcomed members and attendees; apologies were received as detailed above.</p> <p>The Convener notified members and those present that the meeting was being webcast live via the Surrey County Council website. Additionally, he reminded all present that the meeting would be recorded for administration purposes only; and the recording would be deleted once the minutes had been approved.</p> <p>The Convener also confirmed that the Surrey County Council Committee were meeting 'in person' to fulfil their decision-making requirements. NHS Frimley and NHS Surrey Heartlands were meeting virtually.</p> <ul style="list-style-type: none"> • Confirmation of Convener The Committees confirmed KMc as Convener for this meeting. 						
2	<p>Declarations of Interest</p> <p>a) To receive confirmation from all members and attendees that their entry in the Register of Interests is up-to-date, accurate and complete.</p> <p>The Convener noted the register of members' and attendees' interests included in the meeting papers. The Convener invited members and attendees to report any new declarations or any amendments to the register.</p> <p>b) To receive any declarations of interest pertinent to items on this agenda.</p> <p>The Convener invited members and attendees to report any conflicts pertinent to items on this agenda. None were received.</p>						
3	<p>Quorum</p> <p>The required quorum was met for the following organisations:</p> <ul style="list-style-type: none"> • NHS Frimley • NHS Surrey Heartlands • Surrey County Council 						
4	<p>Minutes from last meeting on 22/06/2022</p> <p>The minutes of the last meeting were presented.</p> <p>Decision Applicable to:</p> <table border="1" data-bbox="252 1930 1069 2011"> <tr> <td data-bbox="252 1930 933 1966">NHS Frimley</td> <td data-bbox="933 1930 1069 1966">✓</td> </tr> <tr> <td data-bbox="252 1966 933 2011">NHS Surrey Heartlands</td> <td data-bbox="933 1966 1069 2011">✓</td> </tr> </table>	NHS Frimley	✓	NHS Surrey Heartlands	✓		
NHS Frimley	✓						
NHS Surrey Heartlands	✓						

Item No.	Discussion and actions raised	Who	By when		
	<table border="1" data-bbox="252 264 1069 309"> <tr> <td data-bbox="252 264 933 309">Surrey County Council</td> <td data-bbox="933 264 1069 309">✓</td> </tr> </table> <p data-bbox="252 342 1061 421">The above Surrey-wide Commissioning Committees:</p> <ul data-bbox="252 387 973 421" style="list-style-type: none"> • APPROVED the minutes of the last meeting. 	Surrey County Council	✓		
Surrey County Council	✓				
5	<p data-bbox="252 454 422 492">Action Log</p> <p data-bbox="252 499 1109 566">It was noted that the action from the last meeting was on the agenda.</p>				
6	<p data-bbox="252 604 837 642">Questions from members of the public</p> <p data-bbox="252 642 877 680">No questions were received from the public.</p>				
7	<p data-bbox="252 716 1173 790">New Strategy: Collaborative Commissioning for Community Connections Services</p>				
	<p data-bbox="252 790 1157 1048">JL provided an update on progress with the Collaborative Commissioning for Community Connections Services as requested at the last meeting. He reported that the report would be coming back to the committee later in the year with final recommendations and decisions for the Committee to make in regard to the contract arrangements that would be put in place from April 2023.</p> <p data-bbox="252 1081 1109 1160">JB, DB and DW the delivered a presentation highlighting the direction of travel. Highlights were that;</p> <ul data-bbox="300 1171 1173 1686" style="list-style-type: none"> • Engagement with people who had used all the services, carers and with professionals in the services had been completed and feedback was being used to inform recommendations for the new service specifications. • An equality impact assessment was being developed to reduce health and equalities. • The Mental Health Alliance had drafted an agreement to become a legal entity and be able to receive such a contract and were interested in becoming a commercial joint venture • Any contract award would be subject to the standard quality and financial vetting and would include appropriate clauses around, subcontracting and KPIs <p data-bbox="252 1720 1165 1865">KMc enquired whether the was more work to be done before coming back to the Committee for approval and whether there was alignment with place leaders with regards to how this would work and align to the Fuller stocktake.</p> <p data-bbox="252 1865 1157 1973">JL reported that a lot more detail had been shared with Commissioning Collaborative Meeting including the schematics of the model and the services involved, the contracts involved,</p>				

Item No.	Discussion and actions raised	Who	By when						
	<p>and that information would be provided to the CiC as part of the final recommendations on the model.</p> <p>The work was being done in consultation with place-based leaders to achieve the place-based deployment of the services to match local needs.</p> <p>MK commented that it was important to get a fuller understanding of the model required as joint ventures model required treasury approval, and this was a lengthy process.</p> <p>CC asked how this commissioning activity tied in with the County Council's other priority areas of work around Community development. JL reported that the services were central to delivery of priorities around tackling inequalities and Council commitments on making sure no one was left behind. The services were designed to be very flexible and enabled open access. JB added that providers were in their local communities which enabled an outcome focused way of working and empowered these communities.</p> <p>CC suggested that linking up with the county wide community link officers in each district and borough would be helpful in building up community links, signposting and tying in with the work that's being done with the more general thrust of the county Council's community development work.</p> <p>NA asked whether, in light of MK's comments on treasury approval there would be a delay in the timelines and JL reported that he would feedback the information to the Alliance and update the CiC</p> <p>Recommendation</p> <p>Each of the Surrey-wide Commissioning Committees is asked:</p> <ul style="list-style-type: none"> • Note the update <table border="1" data-bbox="252 1697 1066 1818"> <tbody> <tr> <td data-bbox="252 1697 932 1738">NHS Frimley</td> <td data-bbox="932 1697 1066 1738">✓</td> </tr> <tr> <td data-bbox="252 1738 932 1778">NHS Surrey Heartlands</td> <td data-bbox="932 1738 1066 1778">✓</td> </tr> <tr> <td data-bbox="252 1778 932 1818">Surrey County Council</td> <td data-bbox="932 1778 1066 1818">✓</td> </tr> </tbody> </table> <p>The Surrey-wide Commissioning Committees:</p> <ul style="list-style-type: none"> • Noted the update 	NHS Frimley	✓	NHS Surrey Heartlands	✓	Surrey County Council	✓		
NHS Frimley	✓								
NHS Surrey Heartlands	✓								
Surrey County Council	✓								
8	Surrey ICB – LDA Keyworking Service								

Item No.	Discussion and actions raised	Who	By when
	<p>LS presented a report seeking approval on the recommendation to facilitate the mobilization and service delivery of key working through a Section 75 arrangement with the SCC. The key working provision would be providing an additional layer of support to children and young people up to the age of 25 who may be at risk of inpatient admission or family breakdown and placement breakdown and additional vulnerabilities and complexities.</p> <p>The proposals were co-designed and developed based on engagement with the system across health, social care, education and Voluntary, Community and Social Enterprise sector. The ICS Executive approved the structure and model of the keyworker function with the expectation that mobilisation would explore place-based models of delivery</p> <p>The service was in the mobilization phase and was due for mobilization and delivery from January 2022, in line with the long-term plan. Funding confirmation beyond 2023-2024 from NHS England, was awaited and the proposal to host this within the system, mitigated against some of the ongoing financial risks of awarding a contract or going through a contractual or tendering process.</p> <p>CC wondered this would be adding another layer of professionals in addition to those that already worked in the service and whether this would accelerate the journey for many families who were increasingly frustrated with long waiting times and backlogs in the services that they wanted to access, particularly mental health services or neurodevelopmental services..</p> <p>LS reported that the service would be delivered in two layers, a strategic layer that would be made up of education, health and social care experts, and then an intensive layer that would work with the family and the strategic layer to improve the processes that these families and children and young people experience. Over time improvements would mean a smoother and an improved journey, and the delivery of clear communication with the families and the system and delivering on the actions to provide continuity.</p> <p>CC asked whether the service would be able to recruit appropriate members of staff.LS informed the Committee that the service was working creatively with partners in workforce recruitment. Work was underway with the Surrey Heartlands Academy around workforce recruitment, retention and training.</p> <p>In response to a question on how the two directorates of Adult Social Care and Children’s Services were going strengthen the</p>		

Item No.	Discussion and actions raised	Who	By when						
	<p>work done to date and how system communications would be improved, RW reported that the Council recognised the importance of the connectivity right across a range of services, not only within adults and children's and directorates, but beyond The vision was to eventually situate these workers in the within the Fuller stocktake vision of a neighbourhood led footprint , meaning it will be making connections across a variety of services, not just the adults directory. The original intention of situating the roles within the children with disabilities team was to ensure that the program got off the ground quickly, while recognising that it would be mobilised into different domains.</p> <p>Recommendation</p> <p>Each of the Surrey-wide Commissioning Committees is asked:</p> <ul style="list-style-type: none"> • Approve the decision to host the LDA Keyworking service alongside the Children with Disabilities team • Approve the recommendation that Surrey Youth Focus are commissioned as our strategic partner for continued co-production in the development of the service <p>Decision Applicable to:</p> <table border="1" data-bbox="252 1267 1067 1384"> <tr> <td data-bbox="252 1267 932 1305">NHS Frimley</td> <td data-bbox="932 1267 1067 1305">✓</td> </tr> <tr> <td data-bbox="252 1305 932 1346">NHS Surrey Heartlands</td> <td data-bbox="932 1305 1067 1346">✓</td> </tr> <tr> <td data-bbox="252 1346 932 1384">Surrey County Council</td> <td data-bbox="932 1346 1067 1384">✓</td> </tr> </table> <p>The above Surrey-wide Commissioning Committees:</p> <ul style="list-style-type: none"> • Approved the decision to host the LDA Keyworking service alongside the Children with Disabilities team • Approved the recommendation that Surrey Youth Focus are commissioned as our strategic partner for continued co-production in the development of the service 	NHS Frimley	✓	NHS Surrey Heartlands	✓	Surrey County Council	✓		
NHS Frimley	✓								
NHS Surrey Heartlands	✓								
Surrey County Council	✓								
9	Surrey All Age Mental Health Investment Fund 2022/23- Arrangements								
	KB presented a report on the development of the Mental Health Investment Fund and proposals for managing the fund going forward. The report outlined the County Council's agreement with Community Foundation Surrey, arrangement process , the size								

Item No.	Discussion and actions raised	Who	By when
	<p>of the award, the criteria for the population that Community Foundation Surrey would be supporting, the governance and accountability reporting for the relationship between Surrey County Council and Community Foundation Surrey.</p> <p>KB explained the proposals for administering the second part of the funding and the suggested next steps to finalise the delivery plan for mobilisation and implementation of a fair, transparent, equitable application, and award process for potential non - statutory, community-based applicants for new Mental Health Investment Funding. Six recommendations have been made.</p> <p>In response to a question from MN on publicising the fund and ensuring equitable accessibility, KB explained that the advisory panel included members from the independent Mental Health Network and the Mental Health Alliance and would utilise the learning from Public health directorate. A Communication and engagement plan was also being developed. The application processes was fair and transparent and the materials used was inclusive.</p> <p>In response to another question on compliance with procurement rules, KB reported that the work was being carried forward with advice from the procurement teams from the Council and Surrey Heartlands.</p> <p>CC asked whether Mind works could bid for a grant or additional money through this fund and RC reported that the fund was for things that were not currently available in the county that would want to test and by being in Mind Works, those organizations were precluded. In response to another question RC reported that the program was for a defined period of time.</p> <p>SM commented KB for the work done so far and asked whether mobilisation was likely to meet targets .KB reported that there was quantifiable qualitative evidence to suggest that mobilisation could be done by November.</p> <p>SM asked whether there was another way to fund the administration and RC reported that work was underway to bring the figures down.</p> <p>NA commented that Frimley were not involved in the administration of funds and the plans that affected the Surrey Heath and Farnham population would be monitored through the Mental Health Delivery Board and other mechanisms.</p>		

Item No.	Discussion and actions raised	Who	By when						
	<p>Recommendation</p> <p>Each of the Surrey-wide Commissioning Committees is asked:</p> <ol style="list-style-type: none"> 1. To delegate decision making about the deployment of and budget accountability for Mental Health Investment Fund (MHIF) monies to the Joint Executive for Public Service Reform, in line with delegation levels. 2. To consider and agree the proposed process, to define the criteria, and governance for managing the Mental Health Investment Fund 3. Note the role of the Member Advisory Panel in helping to shape the MHIF and defining the funding thresholds and timing of funding rounds 4. Agree that an annual review mechanism is developed to allow for public scrutiny of the activity, delivery, and performance of the fund, for example via an annual report to the Committee in Common. 5. Agree to the MHIF programme governance and accountability reporting to the system Mental Health Delivery Board 6. Agree that £100K be allocated from MHIF to establish a core MHIF team to manage the delivery of the fund as well as other set up costs <p>Decision Applicable to:</p> <table border="1" data-bbox="252 1512 1066 1630"> <tbody> <tr> <td>NHS Frimley</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>NHS Surrey Heartlands</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Surrey County Council</td> <td style="text-align: center;">✓</td> </tr> </tbody> </table> <p>The above Surrey-wide Commissioning Committees:</p> <ol style="list-style-type: none"> 1. Agreed to delegate decision making about the deployment of and budget accountability for Mental Health Investment Fund (MHIF) monies to the Joint Executive for Public Service Reform, in line with delegation levels. 	NHS Frimley	✓	NHS Surrey Heartlands	✓	Surrey County Council	✓		
NHS Frimley	✓								
NHS Surrey Heartlands	✓								
Surrey County Council	✓								

Item No.	Discussion and actions raised	Who	By when
	<p>2. Agreed the proposed process, to define the criteria, and governance for managing the Mental Health Investment Fund</p> <p>3. Noted the role of the Member Advisory Panel in helping to shape the MHIF and defining the funding thresholds and timing of funding rounds</p> <p>4. Agreed that an annual review mechanism is developed to allow for public scrutiny of the activity, delivery, and performance of the fund, for example via an annual report to the Committee in Common.</p> <p>5. Agreed to the MHIF programme governance and accountability reporting to the system Mental Health Delivery Board</p> <p>6. Agreed that £100K be allocated from MHIF to establish a core MHIF team to manage the delivery of the fund as well as other set up costs</p>		

Item No.	Discussion and actions raised	Who	By when						
10	Recommissioning of Children's Community Services								
	It was agreed that this report would be discussed as a Part 2 item as the report included information that was commercially confidential.								
11	Collaborative Commissioning Agreement								
	<p>NB provided a verbal update on the development of the Collaborative Commissioning Agreement and reported that the Surrey Health and Care Collaborative Meeting had agreed that the MOU focuses on collaborative and Commissioning and the collaborative commissioning principles. SLAs would be established on the services provided on behalf of each other and how they were delivered, the responsibilities of each partner and how performance would be managed across the different partners to those agreement. The partnership agreement would focus on the HR elements of those members of staff that were delivering integrated services. The Section 75 would focus on the financial agreements that underpinned that partnership agreement.</p> <p>The final draft of the Collaborative Commissioning Agreement would be agreed at the November Surrey Health and Care Collaborative Meeting and the CiC meeting in December.</p> <p>Recommendation</p> <p>Each of the Surrey-wide Commissioning Committees is asked:</p> <ul style="list-style-type: none"> • Note the update <p>Decision Applicable to:</p> <table border="1" data-bbox="252 1413 1067 1525"> <tbody> <tr> <td data-bbox="252 1413 932 1453">NHS Frimley</td> <td data-bbox="932 1413 1067 1453">✓</td> </tr> <tr> <td data-bbox="252 1453 932 1494">NHS Surrey Heartlands</td> <td data-bbox="932 1453 1067 1494">✓</td> </tr> <tr> <td data-bbox="252 1494 932 1525">Surrey County Council</td> <td data-bbox="932 1494 1067 1525">✓</td> </tr> </tbody> </table> <p>The above Surrey-wide Commissioning Committees:</p> <ul style="list-style-type: none"> • Noted the update 	NHS Frimley	✓	NHS Surrey Heartlands	✓	Surrey County Council	✓		
NHS Frimley	✓								
NHS Surrey Heartlands	✓								
Surrey County Council	✓								
	<ul style="list-style-type: none"> • Date of next meeting: 14 December 2022, Virtual meeting 14:30- 16:30 								

Item No.	Discussion and actions raised	Who	By when
<p>Signed and agreed by:</p> <p>Date: DD MMM YYYY</p> <p>NHS Surrey Heartlands (Convener)</p>			

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Agenda item: 7

Paper no: 3

	Surrey County Council use	ICBs use
Section 151 Finance cleared on:	23/11/2022	
Legal cleared on	10/11/2022	
Executive Director cleared on:	29/11/2022	
Cabinet Member cleared on:	28/11/2022	

Title of Report:	Approval request for Community Connections: contract extension	
Status:	TO APPROVE	
Committee:	Surrey-wide Commissioning Committees in Common	Date: 14/12/22
Venue:	Virtual meeting/ Woodhatch Place, Reigate (Surrey County Council)	
Presented By:	Jane Bremner, Head of Commissioning: Mental Health, Adult Social Care, Surrey County Council (SCC) Stephen Murphy, Deputy Director of Mental Health Commissioning, NHS Surrey Heartlands ICB	
Author(s)/ Lead Officer(s):	Dave Wimblett - Senior Commissioning Manager, SCC Natalie Assender – Commissioning Manager, NHS Surrey Heartlands ICB Janine Sanderson – Associate Director Adult Mental Health, NHS Frimley ICB	

Executive Summary:

Community Connections services are a key part of the mental health offer in Surrey. These jointly funded contracts are due to end in March 2023, and we are proposing the extension of the contracts by one further year to allow more time to complete an innovative and legally compliant procurement of Community Connections ‘plus’ services. The intention remains to work collaboratively with a range of providers and commissioners to deliver a co-produced and coordinated voluntary sector mental health offer in Surrey.

Governance:

Conflict of Interest: The Author considers:	None identified	✓
Previous Reporting: (relevant committees/ forums this paper has previously been presented to)	Committee name: Surrey Strategic Health and Care Commissioning Collaborative Meeting date: 25/11/22 Outcome: Agreed	
Freedom of Information: The Author considers:	Open – no exemption applies. Part I paper suitable for publication.	✓

Recommendation(s):

The Surrey-wide Commissioning Committees are asked to:

1. Approve a one year additional extension of community connections contracts, taking the expiry date to 31 March 2024.

Reason for recommendation(s):

Community Connections services are an integral part of the mental health support offer for Surrey citizens; they deliver value for money services that improve people's outcomes. Following legal advice, the commissioners are requesting an extension of current contract arrangements to allow more time to complete an innovative and legally compliant procurement of Community Connections 'plus' services. The intention remains to work collaboratively with a range of providers to deliver a co-produced and coordinated voluntary sector mental health offer in Surrey.

Next Steps

- (1) Extend all community connections contracts by one further year from 1 April 2023 – 31 March 2024
- (2) Following board decision, finalise procurement timetable for Community Connections services from April 2024 onwards
- (3) Return to Committees in Common for approval of route to market
- (4) Planned Community Connections 'plus' contract and pooled fund starting from 1 April 2024

1. Details:

Background

- 1.1. Community Connections services are a key part of the mental health offer for adults in Surrey. They are jointly funded by Adult Social Care (ASC) and Health predominantly through the Better Care Fund. The services are delivered by three voluntary sector lead providers (Catalyst, Mary Frances Trust, and Richmond Fellowship).
- 1.2. They are universal access services that support people with mental health needs to stay well in their communities through social connections and networks, contributing to system priorities around early intervention and prevention. They are an integral part of the pathway for people who experience mental health problems, often bridging the gap between primary mental health care and secondary mental health care.
- 1.3. As well as being a Community Connections lead provider, Mary Frances Trust, Catalyst and Richmond Fellowship deliver Safe Havens in partnership with Surrey and Borders Partnership Trust (SABP). They are now also key partners in the new primary care integrated mental health services (GPiMHS and MHICS) and are part of mental health hospital discharge via their In-Reach contract and supporting people into the community from community mental health recovery services via the Recovery and Connect service.

- 1.4. As a result of this partnership working, and in line with Surrey’s shared strategic vision, commissioners from ASC, NHS Surrey Heartlands ICB and NHS Frimley ICB along with SABP have agreed to take a collaborative commissioning approach to working with voluntary sector providers delivering mental health services.
- 1.5. Extending the current Community Connections and Safe Havens contracts will provide the required time to deliver a legally compliant procurement for an innovative new collaborative approach which aligns services outlined above with others as part of an umbrella voluntary sector offer for people with mental health needs in Surrey.

2. Consultation:

- 2.1. A collaborative approach is being taken to aligning contracts, involving commissioners from Surrey County Council, NHS Surrey Heartlands, NHS Frimley and officers from SABP plus the mental health lead for Surrey Coalition and the Independent Mental Health Network (IMHN).
- 2.2. There is also a reference group with providers, IMHN and service users that has been involved from the beginning, helping review services to date, designing engagement questions about the future of services and contributing to a market position statement.
- 2.3. Engagement sessions with stakeholders took place in June and July 2022 to inform refreshed service specifications. These were held in-person (for those with limited or no ability to engage online), virtually (for those unable or unwilling to travel –reimbursement was offered for travel expenses) and via an electronic survey (for those wishing to feedback anonymously). Over 100 service users, carers and professionals took part.
- 2.4. Service users and carers were asked what they want from the services they use, what the strengths of the current services are, any areas for improvement and their experience accessing the service. Professionals were asked similar questions from their point of view.

3. Risk Management and Implications:

- 3.1. The following key risks associated with extending the contracts have been identified, along with mitigation activities, in the table below:

Category	Risk Description	Mitigation Activity
Financial	Services do not deliver quality outcomes expected to demonstrate increased value for money	Key Performance Indicators are in place and monitored in quarterly review meetings.

	Better Care Fund funding has not been confirmed	We fully expect BCF to continue. We also have clauses in the contracts which allow the Council to terminate the contracts on 30 days' notice in writing in the event any grant from Central Government or a recognised third party to fund the services is withdrawn, reduced or delayed.
Reputational	Data Protection or Safeguarding breach	The 'Termination Clauses' allow the Council to terminate the contracts immediately in the event of a safeguarding or data protection breach.
Service Delivery	Quality of service delivered does not meet objectives and needs.	Strong contract management and quarterly contract review meetings.

4. Financial and 'Value for Money' Implications

4.1. The cost of the one-year extension is £2,019,194 across the 5 contracts, which is the current total cost of all contracts excluding any inflationary uplift from April 2023. The services are funded through Better Care Fund (BCF) and the funding is available for 2023/24 subject to the continuation of the BCF, which we fully expect to happen.

4.2. A decision will be required about whether there will be an annual inflationary uplift for the 5 contracts from April 2023. The scale of inflationary uplift will be agreed by the Council and health partners within available resources as part of their budget setting processes for 2023/24. It is likely that any uplift will need to be funded out of increased resources from government in Surrey's Better Care Fund.

5. Section 151 Officer Commentary

5.1. Although significant progress has been made to improve the Council's financial position, the financial environment remains challenging. The UK is experiencing the highest levels of inflation for decades, putting significant pressure on the cost of delivering our services. Coupled with continued increasing demand and fixed Government funding this requires an increased focus on financial management to ensure we can continue to deliver services within available funding. In addition to these immediate challenges, the medium-term financial outlook beyond 2022/23 remains uncertain. With no clarity on central government funding in the medium term, our working assumption is that financial resources

will continue to be constrained, as they have been for the majority of the past decade. This places an onus on the Council to continue to consider issues of financial sustainability as a priority in order to ensure stable provision of services in the medium term.

- 5.2. Community Connections services are currently largely funded out of Surrey's Better Care Fund, a joint pooled budget between Surrey's Clinical Commissioning Groups and Surrey County Council.
- 5.3. In this context Section 151 Officer confirms that the extension proposed in this paper could be funded out of BCF as long as partners agree to retain the current level of funding within Surrey's BCF for Community Connection services.
- 5.4. It is essential though that sustainable funding sources from commissioning partners are identified before any long-term commitment is made to the continued funding of Community Connections services beyond 2023/24. This would include securing the additional funding required to fund any proposed increase to the cost of current contracts.
- 5.5. The final approved outcome of the procurement for new Community Connections services will be factored into the Council's Medium Term Financial Strategy.

6. Legal Implications – Monitoring Officer

- 6.1. Services contracts of this value need to be competitively tendered for under The Public Contracts Regulations 2015, as amended, (PCRs).
- 6.2. Rule 2.7a Summary table of the Council's Procurement and Contract Standing Orders (PCSOs) requires the Council to tender for services of this value.
- 6.3. Regulations 72(1)(b) and 72(1)(c) of the PCRs allows the Council to modify contracts without a new procurement process where:

“(b) for additional works, services or supplies by the original contractor that have become necessary and were not included in the initial procurement, where a change of contractor—

- (i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, services or installations procured under the initial procurement, or*
- (ii) would cause significant inconvenience or substantial duplication of costs for the contracting authority, provided that any increase in price does not exceed 50% of the value of the original contract;*

(c) where all of the following conditions are fulfilled:—

- (i) the need for modification has been brought about by circumstances which a diligent contracting authority could not have foreseen;*

(ii) the modification does not alter the overall nature of the contract;

(iii) any increase in price does not exceed 50% of the value of the original contract or framework agreement.”

- 6.4 Regulation 72(3) of the PCRs requires the Council to send a notice to that effect, in accordance with Regulation 51, for publication.
- 6.5 The value of the 1 year extension totals £2,019,194m across the 5 contracts so the extension is therefore allowed under Regulations 72(1)(b) and 72(1)(c) of the PCRs as the increase in price does not exceed 50% of the value of the original contracts which were for an initial period of 3 years with the option to extend by 2 further periods of up to 12 months each.
- 6.6 Rule 2.7 of the Council’s PCSOs states that any procurement, including extensions and variations to Contracts set out in the Annual Procurement Forward Plan and approved by Cabinet, are deemed authorised irrespective of the contract value and must be advertised, awarded and signed/sealed in line with table 2.7 a columns F-J. Any procurement not authorised as above must be authorised in accordance with table 2.7. a Summary table column E.
- 6.7 Legal will draft the Deeds of Extension and will arrange to have the same executed by the parties.
- 6.8 Legal will assist and advise, where required, with the reprocurement of the services and will comment on the report that is brought back to CIC in due course. Legal will also draft the appropriate contract(s) for the new provider(s).

7. Equalities and Diversity

- 7.1. An equality impact assessment (EIA) was developed for the original contractual agreements and is available [here](#). An Equality Impact Assessment (EIA) is being completed as part of the collaborative project planning the alignment of Community Connections ‘plus’ services. This will be provided when final approval is requested for a new commissioning approach.

8. Other Implications:

- 8.1. Safeguarding Responsibilities for Vulnerable Children and Adults Implications
- 8.2. The terms and conditions of the contract will stipulate that the provider will comply with the Council’s Safeguarding Adults and Children’s Multi-Agency procedures, any legislative requirements, guidelines, and good practice as recommended by the Council. This is monitored and measured through the contractual arrangements.
- 8.3. The service will operate a client centred approach, working collaboratively with other Health and Social Care Services.

9. Public Health Implications

9.1. Community Connections services play a vital part in the early intervention and prevention agenda, and link with Public Health priority areas including suicide prevention and addressing stigma. The lead providers are commissioned by Public Health to deliver the current End Stigma campaign.

9.2. There are plans to include a sub lot for Public Health commissioners in 2024 commissioning approach.

Consulted:

Co-production and engagement is ongoing. So far, the following have been involved in planning:

Sinead Mooney, previous Cabinet Member for Adults and Health

Mark Nuti, Cabinet Member for Adults and Health

Liz Bruce, Joint Executive Director, Adult Social Care & Integrated Commissioning

Jonathan Lillistone, Director Integrated Commissioning, Adult Social Care and Integrated Commissioning

Strategic Health and Care Commissioning Collaborative

Adults and health select committee

Adult Social Care commissioners

NHS Surrey Heartlands CCG commissioners

NHS Frimley CCG commissioners

Leaders from Surrey and Borders Partnership Trust

Service providers delivering existing in scope services

The IMHN and nominated service user representatives

Wil House, Strategic Finance Business Partner for Adult Social Care and Public Health

Danielle Bass, Procurement Partner, ASC and Public health

Greta O'Shea, Senior Solicitor – Contracts, Procurement and Projects

Children, Families & Learning commissioners – informal briefing to be arranged

Engagement with service users, carers and professionals took place in summer 2022

Annexes:

N/A

Sources/background papers:

[CIC Briefing paper on recommission of Community Connections 'Plus' – June 2022](#)



Agenda item: 8
Paper no: 4

	Surrey County Council use	ICBs use
Section 151 Finance cleared on:		
Legal cleared on:		
Executive Director cleared on:		
Cabinet Member cleared on:		

Title of Report:	Outcome of the first procurement of providers to the Supported Independent Living Approved Provider List	
Status:	For information	
Committee:	Surrey-wide Commissioning Committees in Common	Date: 14/12/22
Venue:	Virtual meeting/ Woodhatch Place, Reigate (Surrey County Council)	
Presented by:	Sarah Ford, Senior Commissioning Manager, SCC	
Author(s)/ Lead Officer(s):	Sarah Ford, Senior Commissioning Manager, SCC Anna Waterman, Head of Commissioning Disabilities and Carers	

Executive Summary:

The accommodation with care and support strategy sets out the overarching approach for all accommodation based services SCC commissions and provides for adult residents of Surrey. The ambition of the ASC Accommodation with Care and Support programme is to make sure there are suitable and affordable accommodation options available that promote independence, enable people to get the health, care and information they require and ensure that no one is left behind.

Historically, Supported Independent Living has been purchased on a spot basis with the fees negotiated largely on a case by case basis. This has led to significant variation between providers' rates and this does not reflect differential quality or value for money. Following an options appraisal it was agreed an Approved Provider List (APL) under the Light Touch Regime be established.

The Approved Provider List allows commissioning authorities to actively shape the market and to develop a greater focus on choice, quality, and innovation in the arrangements made for the majority of people. Spot purchasing remains an option where necessary to procure bespoke, specialist support.

This paper sets out the outcome of the first round of procurement of providers to the Supported Independent Living Approved Provider List (APL).

Governance:

Conflict of Interest:	None identified	✓
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Previous Reporting:	Health and Social Care Commissioning Committee Meeting date: XX November 2022 Outcome: No concerns highlighted Accommodation with Care and Support Programme Board Meeting date: 16 November 2022 Outcome: No concerns highlighted	
Freedom of Information:	Open – no exemption applies. Paper is suitable for publication.	✓

Decision Applicable to:

Decision applicable to the following Committee/s:	NHS Frimley ICB	✓
	NHS Surrey Heartlands ICB	✓
	Surrey County Council	✓

Recommendation(s):

The above Surrey-wide Commissioning Committee/s are asked to note the outcome of the procurement process.

Reason for recommendation(s):

The Approved Provider List is a formal strategic commissioning approach that will enable SCC ASC Commissioners to ensure that, together with our system partners, we improve outcomes, services, and support for people in Surrey with a learning disability and/or Autism.

Next Steps

1. The Approved Provider List will be opened at regular intervals of at least once every 3 months to allow new providers to join. This will be managed by the Procurement Team.
2. Market engagement events will be held during the period of the APL to discuss challenges, best practice and promote dialogue.
3. During November 2022 to March 2023, a review of the following will be undertaken to inform future commissioning:
 - Sleep-in rates for Supported Independent Living: benchmarking the rate SCC has against other comparable local authorities and setting a fair rate to aid market stability
 - The policy relating to voids and absences: Taking into account providers' needs for clarity on funding and the Council's need to ensure value for money
 - Clarify how the move towards having more shared hours and fewer 1-1 hours will affect pricing in the future.
4. The aim is to update the Sleep-in rate before the end of the APL period, although the other elements may need the procurement in place before they can take effect.

1. Context

- 1.1 The Accommodation with Care and Support Strategy published a commitment that the proportion of people with learning disabilities and/or autism who are in residential care homes should decrease by 50% between October 2019 and September 2024. This was from recognition that compared to our statistical neighbours Surrey provides a greater level of support than is needed and that people can thrive and have a more rewarding life with Supported Independent Living arrangements.
- 1.2 This commitment requires that at least an additional 500 Supported Independent Living accommodation options are sourced. Once the needs of the transitions cohort is taken into account, i.e. young people becoming adults, this figures rises to 850.¹
- 1.3 The market for Supported Independent Living for working age adults in Surrey contains a large number of independent providers, that have been exposed to a harsh financial environment in recent years. This has increased the fragmentation of the market with a large number of providers reporting financial vulnerability. This poses a risk for the Council in delivering its statutory responsibilities as well as the published commitment.

2. Procurement Activity Autumn 2021

- 2.1 The Supported Independent Living APL has been established to support commissioners to work more closely with the market in order to:
 - ensure the right provision is available for the changing needs of Surrey's population through the independent market
 - identifying capacity to meet increasing demands to support complex, high needs packages
 - achieving better relationships and developing better partnerships
 - identifying partners who can help us innovate and shape the social care market
 - providing clarity and consistency in our practice reducing inconsistent pricing and placement making which impact provider confidence
 - understanding where gaps in the market persist and action is required to address this deficit.
- 2.2 Supported Independent Living providers were invited to submit a bid via the Procurement Portal and be subject to evaluation for quality as part of the tender process. The tender opportunity went live in June 2022 and was advertised for a period of 45 days.
- 2.3 Providers were able to bid for two lots:
 - Lot 1: Level one (standard support) Supported Living with Accommodation for people with a learning disability and/or autism.

¹ A separate paper outlining the measures being taken to deliver this commitment is included as a background paper (please see below).

- Lot 2: Level two (enhanced support) Supported Living with Accommodation for people with a learning disability and/or autism.
- 2.4 Pricing was not evaluated as part of the tender². The quality questions were scored according to SCC's standard 0-5 scoring scale. Bidders were required to score above a threshold for each lot to qualify.
 - 2.5 Of the 59 bids received, 3 were excluded by the Procurement Team prior to evaluation, as the bidders failed to submit compliant bids. Bids were evaluated by teams comprising Commissioning and Operational staff at the beginning of October 2022. Moderation of bids took place during October 2022.
 - 2.6 36 providers met the requirements for Lot 1 level one (standard support); 23 providers met the requirements for Lot 2 level two (enhanced support). Feedback will be given to the bidders to show the reasoning for their score. The feedback for those providers who did not meet the requirements will highlight what can be improved if they are to resubmit.
 - 2.7 The Approved Provider List will 'go live' in January 2023 and operate for 15 months with the option of extension for a period of up to 9 months. This will allow adequate time to identify the correct rate bands for level 1 (standard support) and level 2 (enhanced support) and establish a compliant price evaluation methodology to be used in the procurement of a longer-term contractual arrangement. An options appraisal will be undertaken prior to the next procurement to identify the most appropriate route to market as a change in procurement regulations is due to take place 2023.
 - 2.8 The new procurement will not see an interruption in service to existing ASC-funded clients. Those providers who join the APL will simply move to the revised terms and condition; for providers that have not joined the APL, we will continue to use the established spot contracting process.

3. Consultation/ Public Engagement

- 3.1 The specifications used in the procurement were developed with the input of people with disabilities and their families through the Valuing People Groups and the Partnership Board.
- 3.2 Eight market engagement events specifically focused on establishing the APL and tender approach were held with providers between July 2020 and June 2022. The aim of the market engagement events was to maximize the opportunity for provider feedback and input into the APL development work. SCC commissioning, finance and procurement officers attended each event to answer questions for clarification, and to listen to any issues of provider concern. Provider attendance at the market engagement events was consistent, with on average, 40 – 50 providers attending each event.

² A APL is the forerunner to a Dynamic Purchasing System or its equivalent that will evaluate bidders on price as well as quality (please see para 2.7).

- 3.3 Consultation with internal staff impacted by the establishment of the APL also took place during this period, including brokerage, operational practitioner teams, the adult leadership team, Working Age Adult Commissioning Sub-group, and legal.
- 3.4 Regular progress updates were taken to the Accommodation with Care and Support Programme Board once approved by its Working Age Adults Commissioning Solutions Sub-Committee, formerly chaired by Steve Hook, the Assistant Director for Learning Disabilities.

4. Risk Management and Implications

- 4.1 The Council are committed to improving outcomes, services, and support for people with learning disabilities and/or Autism. The current spot contracts do not facilitate systematic quality assurance or continuous improvement. The APL establishes a clear specifications with key performance indicators and thereby reduces risk to service delivery and continuity of care and support.
- 4.2 Spot arrangements do not facilitate robust budget management for either commissioner or provider. The establishment of the APL attaches financial incentives to the provision of quality services. The intelligence gained through the operation of the APL will enable the introduction of a robust Dynamic Purchasing System or its equivalent (see para. 2.7) that establishes an equitable and transparent pricing structure that secures value for money and facilitates markets stability and sustainability. The commissioning approach thereby reduces financial risk.
- 4.3 The development of strategic commissioning approaches in a marketplace characterised by spot arrangements and fragmentation facilitates relationship building and constructive dialogue. The commissioning approach thereby reduces reputational risk.

5. Section 151 Officer Commentary Financial and 'Value for Money' Implications

- 5.1 Although significant progress has been made to improve the Council's financial position, the financial environment remains challenging. The UK is experiencing the highest levels of inflation for decades, putting significant pressure on the cost of delivering our services. Coupled with continued increasing demand and fixed Government funding this requires an increased focus on financial management to ensure we can continue to deliver services within available funding. In addition to these immediate challenges, the medium-term financial outlook beyond 2022/23 remains uncertain. With no clarity on central government funding in the medium term, our working assumption is that financial resources will continue to be constrained, as they have been for the majority of the past decade. This places an onus on the Council to continue to consider issues of financial sustainability as a priority in order to ensure stable provision of services in the medium term.
- 5.2 In this context the Section 151 Officer recognises that the introduction of an Approved Provider List (APL) for supported independent living services for people with learning disabilities and / or autism will facilitate planning for the introduction of a new evidenced based and rationalised pricing structure and establish consistent

service specifications to ensure quality standards are met. This will ensure value for money and the right outcomes for people are both achieved.

- 5.3 The Finance service will continue to work closely with Adult Social Care commissioners in monitoring the progress of the APL and using the intelligence gathered to develop a new rationalised pricing structure that will replace the APL as part of tendering for a Dynamic Purchasing System or its equivalent at the end of the APL's term.

6. Legal Implications – Monitoring Officer

- 6.1 The Council has conducted a compliant tender process under The Public Contracts Regulations 2015.
- 6.2 Legal Services will arrange to have the various Contracts with the successful bidders sealed by the Council.

7. Equalities and Diversity

- 7.1 An Equalities Impact Assessment (EIA) informed the development of the APL and is included as Annex 1.

8. Other Implications

- 8.1 **Safeguarding Responsibilities for Vulnerable Children and Adults:** Establishing the APL can positively impact in terms of safeguarding, ensuring that vulnerable adults have access to appropriate care and support services designed around them.

Consulted:

Details of who has been consulted:

1. Cllr Mark Nuti, Cabinet Member for Adults
2. Liz Bruce, Joint Executive Director for Adult Social Care and Integrated Commissioning
3. Anna Waterman, Head of Commissioning – Disabilities, Adult Social Care
4. Accommodation with Care and Support Programme Board
Working Age Adults Commissioning Solutions (Sub Committee of the Programme Board)
5. Provider Market at a series of engagement events between July 2021 and April 2022.

Annexes:

Annex 1 Equalities Impact Assessment

Sources/background papers:

- Accommodation with Care and Support CiC Paper November 2021
-

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Agenda item: 9
Paper no: 5

	Surrey County Council use	ICSs use
Section 151 Finance cleared on:	17/11/22	17/11/22
Legal cleared on	18/11/22	
Executive Director cleared on:	17/11/22	17/11/22
Cabinet Member cleared on:	18/11/22	

Title of Report:	SURREY INTEGRATED COMMISSIONING SYSTEM – LEGAL AND FINANCIAL FRAMEWORK	
Status:	TO APPROVE	
Committee:	Surrey-wide Commissioning Committees in Common	Date: 14/12/22
Venue:	Virtual meeting/ Woodhatch Place, Reigate (Surrey County Council)	
Presented By:	Liz Bruce, Joint Executive Director for Adult Social Care and Integrated Commissioning Andrew Evans, Health and Care Integration Programme Manager	
Author(s)/ Lead Officer(s):	Andrew Evans, Health and Care Integration Programme Manager	

Executive Summary:

It is essential that the Local Authority and NHS partners in Surrey work closely together to ensure we use our resources collectively to reduce health inequalities for Surrey residents and provide value for money. One of the ways we can do this is through integrated commissioning, which is a way of understanding our residents’ health and care needs and providing, buying and/or supporting certain services to help meet those needs. It is also part of the new policy framework for the healthcare system – Integrated Care Systems.

This journey of integrated commissioning has already started in Surrey, with an initial focus on joint posts and responsibilities for specific areas of health and care including mental health, children’s community health, learning disabilities and autism, and services for carers.

There are two documents that outline the legal and financial framework for Surrey’s current integrated commissioning system, which is related to joint posts, broader principles for the partnership and financial arrangements through section 75 agreements. These have been drafted and updated a number of times over the last 12-24 months (including being discussed at this Committees in Common in March 2022). They have supported and enabled the existing way of working; however, they have never been formally approved. These documents represent the status of how integrated commissioning and joint posts have been and are currently operating, with specific HR

and financial details, high level principles and a schedule of who is responsible for commissioning what across Surrey County Council, Surrey Heartlands ICB and Frimley ICB.

The purpose of this report is therefore to reaffirm our foundation for integrated commissioning and to exercise good governance.

Governance:

Conflict of Interest: The Author considers:	None identified	✓
Previous Reporting: (relevant committees/ forums this paper has previously been presented to)	Committee name: Surrey-wide Commissioning Committees in Common Meeting date: 30/03/2022 Outcome: Noted Committee name: Surrey Strategic Health and Care Commissioning Collaborative Meeting date: 25/11/2022 Outcome: Approved	
Freedom of Information: The Author considers:	Open – no exemption applies. Part I paper suitable for publication.	✓

Decision Applicable to:

Decision applicable to the following partners of the Committees in Common:	Frimley Health and Care Integrated Care System	✓
	Surrey Heartlands Integrated Care System	✓
	Surrey County Council	✓

Recommendation(s):

The Surrey-wide Commissioning Committees in Common are asked to:

1. Approve the Surrey Health and Care Integration Commissioning Partnership Agreement, which includes the Section 75 financial schedule for joint posts.
2. Authorise Legal Services to seal the Partnership Agreement, which includes the Section 75 financial schedule, the same on behalf of the Council.
3. Approve the content of the Memorandum of Understanding with the intention to update this document as the shared ambition and new operating model for integrated commissioning is agreed and implemented over the next 6-12 months (and beyond).

Reason for recommendation(s):

Approving the documentation will demonstrate effective governance and provide clarity for the existing integrated commissioning system. It is recognised that these documents reflect the current position and that there is a commitment from all parties to a next phase of work, which develops and transforms our commissioning approach and

operating model, and will require the Memorandum of Understanding to be updated to reflect the parties' agreed shared ambition moving forward. Likewise, as we learn and mature as an integrated commissioning system further updates may be required to the Integrated Commissioning Partnership Agreement and so we will continue to review this agreement as is necessary.

Next Steps

Following the approval of the Partnership Agreement, Legal Services will arrange to have the agreed Partnership Agreement (which incorporates the agreed Section 75 Schedule) executed by the parties.

Agreeing these documents is part of a wider integrated commissioning programme to continue our journey of integrated commissioning in Surrey. Between now and the end of the 2022/23 financial year the programme will be:

- Supporting existing integrated commissioning arrangements through enabling collaboration e.g. IT and digital, culture and sharing of information to make more informed joint decisions.
- Further clarifying the Parties' shared ambition for integrated commissioning and what this means in practice, including developing our operating model to deliver this ambition.
- Identifying and working on key integrated commissioning pieces of work.
- Developing an implementation plan for 2023/24 for the agreed operating model
- Return to Committees in Common (early 2023/24) to seek approval of the agreed and updated Memorandum of Understanding, which will reflect our clear shared ambition and operating model for the future.

1. Details:

- 1.1 Surrey Heartlands Integrated Care System, Surrey County Council and Frimley Health and Care Integrated System (ICS) are committed to partnership working to improve health and care outcomes for Surrey's residents. As part of its new operating model, Surrey Heartlands ICS executive and Surrey County Council has created integrated directorates. Two Joint Executive Director posts now oversee the management of teams comprising staff employed by Surrey Heartlands ICS and Surrey County Council. (This includes Frimley Health and Care ICS who have an arrangement with Surrey Heartlands ICS to discharge services for the geographical part of the ICS that covers Surrey.)
- 1.2 An integrated commissioning team for Children's Services brings staff from both organisations under a single director for children's commissioning under the Executive Director for Children, Families and Lifelong Learning. This includes for functions around mental health, children's community health, learning disabilities and continuing health care.
- 1.3 An integrated commissioning team for Adult Services brings together specific functions of adults commissioning under the management of a Director for Integrated Commissioning for Adult Social Care, reporting to the Executive Director for Adult Social Care and Joint Commissioning. This includes for functions around mental health, carers, learning disabilities and continuing health care.
- 1.4 An integrated commissioning team for some specific enabling functions including intelligence and data, and estates brings together these functions under the management of a Joint Executive Director for Public Service Reform.
- 1.5 The three partners have also employed three system conveners to operate across the Surrey footprint.
- 1.6 As the partnership evolves, more joint posts and integrated teams have been and may be established. Some of the posts within these teams are jointly funded by some or all partners. Further details can be found in Annex 1: Integrated Commissioning Memorandum of Understanding and Annex 2: Integrated Commissioning Partnership Agreement.
- 1.7 Three elements are required to underpin integrated commissioning arrangements at this stage:
 - 1.7.1 This Integrated Commissioning Memorandum of Understanding (MoU) - setting out high level principles for our way of working, including host and lead commissioning arrangements between the three partners.
 - 1.7.2 Integrated Commissioning Partnership Agreement - is the framework within which integrated teams and joint posts can operate without the need for individual secondment agreements.

- 1.7.3 Section 75 of the NHS Act 2006 - allows partners (NHS bodies and councils) to contribute to a common fund which can be used to commission health or social care related services. This is a Schedule within the Partnership Agreement.

1.8 Purpose of the Memorandum of Understanding:

- 1.8.1 Setting out high level principles for our way of working, including host and lead commissioning arrangements between the three partners. It also includes our governance arrangements for integrated commissioning.
- 1.8.2 An arrangement is required in order for staff who hold commissioning responsibilities within their job descriptions to be able to operate effectively across the Surrey footprint to ensure high quality, consistent services with best patient outcomes for all Surrey's residents. A separate memorandum of understanding (MoU) has been developed, which will provide a framework for establishing a range of coordinating and hosted commissioning arrangements around key contracts and service areas, including those that fall within the scope of these integrated commissioning teams.
- 1.8.3 It is recognised that this document reflects the current position and that there is a commitment from all parties to a next phase of work, which develops and transforms our commissioning approach and will require these documents to be updated to reflect the system's agreed shared ambition moving forward. This will take place in the next 6-12 months.

1.9 Purpose of the staffing partnership agreement:

- 1.9.1 These integrated teams and joint posts require a legal framework to underpin these integrated ways of working so that staff employed by one organisation have the legal authority to conduct their work on behalf of partner organisations.
- 1.9.2 A Partnership Agreement is the preferred mechanism for creating this legal framework. This Agreement is not intended to change the respective accountability or statutory responsibilities of each partner and it does not cover arrangements through which Partners will commission services on behalf of each other.
- 1.9.3 The purpose of this staffing Partnership Agreement is therefore solely to create a framework within which integrated teams and joint posts can operate without the need for individual secondment agreements. The agreement covers all staff in joint posts and partners will not need to produce separate agreements such as secondment agreements for them.
- 1.9.4 It covers a range of detail to support our approach to joint posts including information governance, financial principles, HR and legal considerations, complaints and IT.
- 1.9.5 It is recognised that this document reflects the current position and that there is a commitment from all parties that as we learn and mature as an integrated commissioning system we will need to regularly review and update this document, as is necessary.

1.10 Purpose of the Section 75

1.10.1 Some (but not all) of the joint posts are jointly funded posts. The creation of joint posts incurs financial and non-financial costs to partners in the form of staff salaries and on-costs. A Section 75 agreement is required and is incorporated into the Partnership Agreement as a Schedule. The purpose of the Section 75 is to provide a legal framework for the management of a pooled budget to fund costs associated with jointly funded posts. The budget amount to cover estimated staff costs for 2022/23, based on the current list of jointly funded posts, is detailed in table 1 below. The value of posts and contribution from each partner will iterate over time.

1.10.2 Table 1: Estimated 2022/23 funding contributions for jointly funded posts

	Surrey County Council	NHS Frimley CCG	NHS Surrey Heartlands CCG	Total
	£000	£000	£000	£000
2022/23 estimated contribution from each partner organisation	935	45	984	1,963

Table 1: 2022/23 estimated contributions

1.10.3 Table 2 below shows the actual contributions due from the three Partners in 2021/22 to the Joint Posts, which were live in 2021/22, noted within schedule 4 of this agreement. It is accurate as of 17th November 2022.

	Surrey County Council	NHS Frimley CCG	NHS Surrey Heartlands CCG	Total
	£000	£000	£000	£000
2021/22 actual contribution due by each partner organisation	701	33	703	1,437

Table 2: 2021/22 actual contributions due

2. Consultation:

2.1 These documents have been developed in consultation with legal, finance, HR, information governance and service colleagues (i.e. those operating within these arrangements) across all three partners as appropriate and necessary. This has included formal strategic approval and the Surrey Strategic Health and Care Commissioning Collaborative.

3. Risk Management and Implications:

3.1 The main risks associated with the proposals of this paper are those arising either a) as a result of entering into a memorandum of understanding, partnership

agreement and an associated Section 75 pooled budget arrangement or b) as a result of *not* entering into the Agreements as recommended.

- 3.2 These risks are described below, including any significant risks, any negative implications and the mitigating actions being taken to address them.
- 3.3 Risks arising as a result of entering into the arrangements arise from the commitment that each partner will make to adhere to an agreed set of processes and ways of working.
- 3.4 For example, by formally entering and executing the Partnership Agreement, partners agree to follow certain HR processes to support the recruitment and management of Staff in joint posts, integrated directorates and teams. There is a risk that where a process is unfamiliar to a Partner organisation's HR team, staff are not properly supported in accordance with the processes as set out in the Agreements and associated schedules. This could expose an organisation to risk where issues of grievance or performance are taken to external tribunals.
- 3.5 Similarly, the Partnership Agreement commits partners to following a set of processes with regards to compliance with organisational data security policies, including a commitment that each organisation will assist partners to comply with their obligations.
- 3.6 Finally, the Partnership Agreement exposes partners to the operational risks of joint working, in that the Agreements are predicated on an understanding that all Partners will commit sufficient resource to support effective working of the joint posts, integrated directorates and teams.
- 3.7 For all these risks, the mitigating actions are similar:
 - 3.7.1 The protocols and processes described in the Partnership Agreement have been jointly developed by the relevant teams within the Partner organisations and have been agreed as acceptable to all parties.
 - 3.7.2 Training and guidance, as necessary, will be provided to all staff supporting joint posts, integrated directorates and teams to ensure that all are aware of the agreed processes and protocols.
 - 3.7.3 Regular monitoring and reporting on the implementation of the Agreements to the Surrey Strategic Health and Care Commissioning Collaborative, to identify and address any issues as they arise, and reporting to this committee as appropriate.
 - 3.7.4 Appropriate and agreed liability and indemnity clauses have been included in the legal Agreements to cover all parties.
- 3.8 The risks associated with *not* formally entering and executing the Partnership Agreement as recommended fall within the same categories as described above, with significant risks in the following categories:
 - 3.8.1 HR
 - Without a Partnership Agreement, staff will not be able to recruit or manage staff from a separate organisation, and the partners will not be able to fully realise their ambitions of more integrated working.
 - The two Joint Executive Directors recently appointed by Surrey Heartlands CCG and Surrey County Council will not be able to oversee integrated directorates as intended.

3.8.2 IT&IG

- Without a Partnership Agreement, staff will not have formally agreed processes to support the provision of essential IT equipment for joint posts and staff in integrated teams and directorates to be able to perform their assigned duties.

3.8.3 Finance

- Without agreement of the financial principles as described in the Partnership Agreement, and the various mechanisms for management of the pooled budget as described in the Section 75 arrangements, partners will not be able to manage the shared funding of posts as agreed.

3.8.4 The Partnership Agreement is intended to mitigate against the key risks associated with joint working outside of any formal arrangements. It is therefore recommended that the Committee approve the decision to enter into the arrangement as proposed.

4. Financial and ‘Value For Money’ Implications

4.1 The Agreements facilitate integrated commissioning of health and social care services, including management of services budgets across partner organisations by post holders with joint responsibilities. It does not have any direct financial implications on the service budgets of each partner organisation, although it is expected that improved joint working will deliver some efficiencies across the system.

4.2 The Section 75 pooled budget for joint posts will involve partners committing to funding joint posts across Surrey’s health and social care system on an ongoing basis. In most cases, the cost of these posts is already built into each organisation’s budget based on their agreed funding share. However, the creation of the pooled budget will formalise the joint funding of these posts on an ongoing basis until such time as partners agree to change the arrangements for a post in line with the agreed processes. The Section 75 budget also enables partners to jointly fund the cost of shared posts in the most financially beneficial way to all partners.

5. Section 151 Officer Commentary

5.1 Although significant progress has been made to improve the Council’s financial position, the financial environment remains challenging. The UK is experiencing the highest levels of inflation for decades, putting significant pressure on the cost of delivering our services. Coupled with continued increasing demand and fixed Government funding this requires an increased focus on financial management to ensure we can continue to deliver services within available funding. In addition to these immediate challenges, the medium-term financial outlook beyond 2022/23 remains uncertain. With no clarity on central government funding in the medium term, our working assumption is that financial resources will continue to be constrained, as they have been for the majority of the past decade. This places an onus on the Council to continue to consider issues of financial sustainability as a priority in order to ensure stable provision of services in the medium term.

- 5.2 In this context the Section 151 Officer recognises how the Memorandum of Understanding, Partnership Agreement and Section 75 pooled budget for jointly funded posts will facilitate effective joint working across system partners so collective benefits can be maximised as integrated commissioning plans continue to develop,
- 5.3 The Section 151 Officer confirms that Surrey County Council's funding commitment for jointly funded posts that are part of the Section 75 pooled budget has been factored into the Council's Medium Term Financial Strategy.

6. Legal Implications – Monitoring Officer

- 6.1 Legal Services will continue to assist and advise, as required, and in particular in relation to the updating of the Memorandum of Understanding.
- 6.2 Legal Services will arrange to have the agreed Partnership Agreement (which incorporates the agreed Section 75 Schedule) executed by the parties.

7. Equalities and Diversity

- 7.1 This work is expected to contribute to more aligned efforts to address health inequalities. The documents ensure that staff continue to receive the same rights and protections from their employment regardless of who their host organisation is. As such there are no expected impacts on any specific group with protected characteristics from these documents.

8. Other Implications:

- 8.1 The potential implications for the following priorities and policy areas have been considered. Where the impact is potentially significant a summary of the issues is set out in detail below.

8.2 Corporate Parenting/ Looked After Children Implications

- 8.2.1 The aim of the two documents is to facilitate improved partnership working between Surrey County Council and ICSs. Our ambition is that this improved partnership working leads to improved joint planning and more joined up provision of placements for Surrey's Looked After Children, in particular where those placements have tripartite funding arrangements to meet a child's health, education and care needs.
- 8.2.2 We anticipate that improved joint planning and joint provision will lead to benefits for individual children by helping ensure sufficiency of provision for Looked After Children. The Staffing Partnership Agreement should enable commissioners to work more closely in partnership to ensure that where Looked After Children are placed in County, that there is sufficient and appropriate provision of health services wrapped the family unit in whichever way that is (i.e. residential home, foster care, kinship care etc.).
- 8.2.3 The staffing partnership agreement and associated section 75 pooled budget arrangements do not change or affect any individual partner's statutory responsibilities to corporate parenting and looked after children.

8.3 Safeguarding Responsibilities for Vulnerable Children and Adults Implications

- 8.3.1 The Staffing Partnership Agreement is underpinned by individual data sharing agreements to support the joint working of integrated teams. We anticipate that integrated structures will result in improved information sharing, for example clearer escalation routes where there are safeguarding concerns.
- 8.3.2 We anticipate that improved joint working will lead to a more holistic overview of safeguarding risks through more joint oversight of service provision.
- 8.3.3 We anticipate that improved joint planning will reduce the risk of safeguarding issues.
- 8.3.4 The staffing partnership agreement and associated section 75 pooled budget arrangements do not change or affect any individual partner's statutory safeguarding responsibilities for vulnerable children or adults.

8.4 Environmental Sustainability Implications

- 8.4.1 An Environmental Sustainability Assessment is not required for this decision.

8.5 Public Health Implications

- 8.5.1 These documents do not have any public health implications directly, however they provide a framework for integrated commissioning which aims to support the County's and system's vision of ensuring no one is left behind and reducing health inequalities.

Consulted:

The proposals outlined in this paper and its annexes have been discussed with stakeholders in Surrey County Council, Surrey Heartlands ICS and Frimley ICS, the Chair and Vice-Chairs of the Adults and Health Select Committee and the Chair and Vice-Chairs of the Children, Families, Lifelong Learning and Culture Select Committee.

Annexes:

Annex 1: Integrated Commissioning Memorandum of Understanding

Annex 2: Integrated Commissioning Partnership Agreement, which includes S75 schedule for joint posts

Sources/background papers:

Dated

14th December 2022

SURREY COUNTY COUNCIL

and

NHS SURREY HEARTLANDS INTEGRATED CARE BOARD

and

NHS FRIMLEY INTEGRATED CARE BOARD

**PARTNERSHIP AGREEMENT RELATING TO THE
COMMISSIONING AND DELIVERY OF HEALTH AND
SOCIAL CARE SERVICES**

**Legal Services
Surrey County Council
Woodhatch Place
11 Cockshot Hill
Reigate
Surrey
RH2 8EF
(Legal Ref: 111210)**

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THIS AGREEMENT is made on 14th day of December 2022

BETWEEN PARTIES

- (1) **SURREY COUNTY COUNCIL** of Woodhatch Place, 11 Cockshot Hill, Reigate, Surrey RH2 8EF (the "Council")
- (2) **NHS SURREY HEARTLANDS INTEGRATED CARE BOARD** of 58 Church Street, Weybridge, Surrey KT13 8DP ("Surrey Heartlands ICB")
- (3) **NHS FRIMLEY INTEGRATED CARE BOARD** of Aldershot Centre for Health, Hospital Hill, Aldershot GU11 1AY ("Frimley ICB")

each a "Partner" and together referred to as "the Partners".

BACKGROUND

- (A) There is shared ambition for the future of health and care services and the health and care system across Surrey. The Council, Surrey Heartlands ICB and Frimley ICB share a joint commitment to integrate health and social care services where doing so will improve outcomes for Surrey's residents and support the sustainability of the local health and social care system.
- (B) The Council and Surrey's NHS organisations have a strong history of partnership and joint working in Surrey, working together to deliver the Community Vision 2030 and the Health and Wellbeing Strategy.
- (C) The Health and Care Act 2022 introduces new measures to promote and enable collaboration in health and care. The Health and Care Act 2022 will make it simpler for health and care organisations to work together to deliver more joined up care and focus on improving health rather than simply the provision of services. The Health and Care Act 2022 establishes Integrated Care Systems (ICS) as legal entities that will assume the statutory responsibilities previously held by Integrated Care Boards. This builds on pilot work underway in Surrey since 2017.
- (D) Each new ICS consists of the Integrated Care Board and the Integrated Care Partnership. The Integrated Care Board's core functions will include planning to meet population health needs, allocating resources, ensuring that services are in place to deliver against ambitions, facilitating the transformation of services, coordinating and improving people and culture development, and overseeing delivery of improved outcomes for their population. The core functions of the Integrated Care Partnership is to align the ambitions, purpose and strategies of partners across each ICS.
- (E) This Agreement is not intended to change the respective accountability and statutory responsibilities of each Partner. Partners will retain respective accountability and statutory responsibilities.
 - a) The Council has responsibility for commissioning and/or delivering social care and public health services on behalf of the population of the county of Surrey.
 - b) Surrey Heartlands ICB and Frimley ICB are responsible for the planning and commissioning of health care services for their local area. Historically, Surrey Health commissioning organisations have worked under a memorandum of understanding for collaborative commissioning with each organisation retaining its sovereign responsibilities. The ICBs also have responsibility for providing certain types of health services within their local areas.
- (F) The Partners have a shared duty of collaboration. The content of this Agreement is intended to recognise the Partners already established relationships and build upon existing joint arrangements and formalise ways of working.
- (G) The Agreement also demonstrates a foundation to the Partners wider commitment to achieve shared ambitions for integrating health and care services through the transformation of commissioning and truly joint commissioning.

- (H) The purpose of this Agreement is to set out the terms and principles through which the Partners have and will bring Staff and resources together in Joint Posts or to work in integrated teams to achieve the aims and outcomes.
- (I) Section 113 of the Local Government Act 1972 permits a local authority to enter into an agreement to place their staff at the disposal of another local authority, for the purposes of their functions. Section 75 of the National Health Service Act 2006 contains powers enabling NHS bodies (as defined in section 275 of the NHS Act 2006) to exercise certain local authority functions and for local authorities to exercise various NHS functions pursuant to the NHS Regulations 2000. The Partners, pursuant to the powers contained in Section 113 of Local Government Act 1972 and Section 75 of the National Health Service Act 2006, are entering into this Agreement in exercise of those powers and agree to each placing at the disposal of the other the Staff and confirm that they have carried out any necessary consultation with the Staff in accordance with the requirement contained in the said Section 113. The Partners are committed to better integration of the NHS functions and the Council's health-related functions, and therefore wish to enter into the arrangements under this Agreement.
- (J) This Agreement does not set out specific mechanisms that will be used by the Partners to commission services and is not a means through which the Partners will commission services. Individual projects or schemes will be governed by separate arrangements.
- (K) The aim of the Partners in entering into this Agreement are to provide a legal foundation for operating together in joint posts and integrated teams, including specific arrangements related to finance, HR, Information Governance etc.

This is part of a wider ambition to realise the opportunities and benefits of integrated commissioning to improve outcomes for residents and ensure value for money. This wider ambition is set out in more detail in the Integrated Commissioning Collaborative Memorandum of Understanding

The expected benefits of the Partners in entering into this Agreement are to:

- a) improve outcomes for Service Users, Residents, and communities in Surrey;
- b) improve service user experiences;
- c) improve quality and consistency of health and care services;
- d) have more seamless, joined up care and prevention services;
- e) provide clarity to and for staff working in joint posts; and
- f) have more effective use of resources and increased efficiency from improved co-ordination.

IT IS AGREED as follows

1 DEFINED TERMS AND INTERPRETATION

- 1.1** In this Agreement, save where the context requires otherwise, the following words, terms and expressions shall have the following meanings:

GENERAL TERMS

Agreement means this agreement between the Partners including its Schedules.

ICBs means Surrey Heartlands ICB and Frimley ICB and permitted assignees.

ICB Statutory Duties means the Duties of the ICB pursuant to Sections 14P to 14Z2 of the NHS 2006 Act.

Commencement Date means 1st April 2021.

Commissioning refers to the commitment of resource to meet health and care needs. This includes processes of assessing, planning, prioritising, purchasing, and monitoring services to get the best outcomes. For health and care commissioning teams in Surrey, commissioning means understanding need, planning for the population, contract management and assurance and decision-making, and can encompass procurement, planning for individuals, delivery and co-design. Commissioning can be done by different people, it is done differently across different parts of the commissioning system

Commissioning Responsibilities means the statutory responsibilities that Partners have for commissioning health and care services.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a Partner or its Representatives to the other Partners and that Partners' Representatives in connection with this Agreement, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (b) any information developed by the Partners in the course of carrying out this Agreement;
- (c) Personal Data;
- (d) any Commercially Sensitive Information.

Council means Surrey County Council and its successors and permitted assignees.

Council Statutory Duties means the duties of the Council pursuant to the Children's Act 2004 and the Care Act 2014.

Exit Costs means the exit costs detailed in the Exit Plan.

Exit Plan means the exit plan prepared in accordance with Clause 15.

Fundamental Breach means a default which is not capable of remedy in accordance with Clause 16 (Defaults) and which has or will have a material adverse impact on the delivery of the Services.

Service Users means those individuals receiving the Services from the Partners.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Integrated Commissioning means arrangements where Partners act together to co-ordinate commissioning of the Services. It can also mean joint commissioning or aligned commissioning. It does not involve the delegation of any functions pursuant to Section 75 of the NHS Act 2006.

Integrated Care System refers to the health and care partnerships that are created by the Health and Care Act 2022. In Surrey this is Surrey Heartlands ICS [Surrey Heartlands Health and Care Partnership] and Frimley ICS [Frimley Health and Care Partnership]. The Integrated Care System comprises two components:

- Integrated Care Board is a statutory NHS body, unitary in nature, responsible for ensuring the body plays its role in achieving the four purposes of ICSs - working alongside an Integrated Care Partnership (Surrey Heartlands ICP), that brings the NHS together locally to establish shared strategic priorities within the NHS, connecting to wider partnerships across the ICS, and to improve population health.

Integrated Care Partnerships is a local group of health and care organisations, including borough councils and voluntary/community sector members, working across local geographic boundaries. It will develop its own priorities, reflecting the different needs of each local population with the aim of working differently in the future to promote and improve the health and well-being of the population.

Law means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Partners are bound to comply.

Losses means all damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law.

Representatives means, in relation to a Partner, its Staff, employees, officers, contractors, sub-contractors, representatives and advisors.

Residents means any person who lives in the county of Surrey.

Services means the health and social care services commissioned and delivered by the Partners.

Term means the period contained in Clause 2.2 of this Agreement.

Unexpected Event means an event or circumstance which is both beyond the control of whichever Partner is affected and which could not have been prevented by acting prudently, diligently or with reasonable foresight and only affects the delivery of the Service to one Partner.

FINANCE TERMS

Better Care Fund (BCF) means the local single pooled budget that facilitates integrated working between health, social care and wider partners. The associated plan sets out the areas of spend that will support joint working to deliver integrated, holistic health and care services for Surrey Residents. The BCF is one of the government's national vehicles for driving health and social care integration. It requires Integrated Care Boards and local government to agree a joint plan, owned by the Surrey Health and Wellbeing Board. These are joint plans for using pooled budgets to support integration, governed by an agreement under Section 75 of the NHS Act 2006.

Finance Lead means the finance staff member delegated by the Partner organisation to act as their lead.

Financial Year means each financial year running from 1 April in any year to 31 March in the following calendar year.

Host Organisation or Host Partner means the Partner who will manage the Pooled budget for the shared funding of posts.

Non-Pay Costs means the costs set out in Schedule 6 – Section 75 Schedule.

Pay Costs means the costs set out in Schedule 6 – Section 75 Schedule.

Pooled budget(s) means that different organisations contribute funds, but one Host Organisation accounts for the money. Less formally, budgets can be aligned. This occurs when different organisations effectively keep their money in their own accounts but align the money toward agreed joint outcomes (Lorgelley et al 2009).

Pooled Budget Manager means the pooled budget manager appointed by the Host Organisation or Host Partner to manage the Pooled budget.

Quarter means each of the following periods in a Financial Year: 1 April to 30 June, 1 July to 30 September, 1 October to 31 December, 1 January to 31 March and "**Quarterly**" shall be interpreted accordingly.

DATA SHARING AND INFORMATION GOVERNANCE TERMS

Data Protection Impact Assessment (DPIA) means the process that identifies and mitigates the potential risks to privacy and compliance with data protection law when processing personal data.

Data Protection Legislation means all applicable data protection and privacy legislation, regulations, and guidance including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 (DPA18) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any guidance issued by the information Commissioner.

DPA18 means the Data Protection Act 2018 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

EIR means the [Environmental Information Regulations 2004](#) and any subordinate legislation made under the Regulations from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

FOIA means the [Freedom of Information Act 2000](#) and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation. **Personal Data** shall have the meanings given to it in the Data Protection Legislation.

Surrey Heartlands Health and Social Care Information Sharing Agreement (ISA) means the agreement that supports the sharing and use of personal confidential data in order to take forward key transformational activities and achieve planned improvements in care delivery and financial efficiency. The Agreement is available publicly on the Surrey Heartlands website: <https://www.surreyheartlands.uk/about/information-sharing-agreement/>

UK GDPR means the [UK General Data Protection Regulation](#) which sets out the key principles, rights and obligations for processing of personal data.

GOVERNANCE TERMS

Surrey-Wide Commissioning Committees in Common (CiC) means the committees that exercise oversight for health and social care commissioning across Surrey including responsibilities for taking commissioning decisions within the scope / set of functions delegated to it from local and national partners.

Surrey Strategic Health and Care Commissioning Collaborative means the primary leadership forum that brings together strategic commissioners from the Council and the Surrey Integrated Care Boards.

The membership and terms of reference are set out in the Integrated Commissioning Memorandum of Understanding.

STAFF AND ROLES TERMS

Joint Posts mean posts where Staff may undertake responsibilities for the Partners and have appropriate delegated authority. See Section 4.8 for details of types of scenarios for Joint Posts

Matrix Managed means Staff that have more than one reporting line including formal line management.

Section 113 means Section 113 of the Local Government Act 1972.

Staff means those employees engaged by the Partners.

IT AND DIGITAL TERMS

Acceptable Use Policy means a policy to establish acceptable and unacceptable use of digital electronic devices and resources, reflecting ethical and lawful behaviour and organisational attitudes to openness, trust, and integrity.

- 1.2** In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.
- 1.3** Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.
- 1.4** Any reference to the Partners shall include their respective statutory successors, employees and agents.
- 1.5** In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.
- 1.6** Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.
- 1.7** In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- 1.8** In this Agreement, words importing the singular only shall include the plural and vice versa.
- 1.9** In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.
- 1.10** Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing. A reference to writing or written includes email.
- 1.11** Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.
- 1.12** All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.
- 1.13** Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

2 TERM

- 2.1** This Agreement shall come into force on the Commencement Date.
- 2.2** This Agreement will continue for a period of 3 years unless it is terminated earlier in accordance with Clause 15.

3 GENERAL PRINCIPLES

- 3.1** Nothing in this Agreement shall affect:
- 3.1.1 the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations; or
 - 3.1.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.
- 3.2** The Partners agree to:
- 3.2.1 bring together teams and directorates comprising Staff who carry out responsibilities for commissioning services and supporting the commissioning and/or delivery of Services as defined in Schedule 3 of the Integrated Commissioning Memorandum of Understanding.
 - 3.2.2 work together in good faith and in an open, co-operative and collaborative manner,
 - 3.2.3 treat each other with respect and an equality of esteem,
 - 3.2.4 provide early information and notice about relevant problems.
- 3.3** The Partners acknowledge that they are accountable for their own actions in accordance with the responsibilities set out in this Agreement and agrees to act in accordance with the principles of this Agreement, all statutory requirements, and best practice at all times.
- 3.4** The Partners agree to encourage their Staff to operate through partnership in the spirit of mutual trust and good faith, ensuring regular dialogue between leaders and deploying capacity where it is most needed to optimise resources.

4 STAFFING AND JOINT POSTS

- 4.1** The Partners, pursuant to the powers contained in Section 113, agree to each placing Staff at the disposal of the other.
- 4.2** The Partners acknowledge and agree that from the Commencement Date this Agreement will cover Staff who:
- 4.2.1 work in an integrated Directorate or integrated team which is undertaking responsibilities to commission or support the commissioning and/or delivery of health or social care services, as defined in Schedule 3 of the Integrated Commissioning Memorandum of Understanding, on behalf of Residents.
- 4.3** The Partners agree that the terms and conditions of the contractual employer will apply. Staff will be employed by one Partner organisation and will be subject to the terms and conditions set out in their contract of employment.
- 4.4** The Partners agree that there will be Staff in Joint Posts that will undertake line management responsibilities for Staff that have a different contractual employer. The Partners agree that they will delegate responsibilities to Staff employed by the Partners for posts identified and agreed as joint, as set out in Schedule 4 - Joint Posts of this Agreement.

- 4.5** The Partners will develop the infrastructure to support greater integration and will make sure that the leadership models fit the direction of travel.
- 4.6** The Partners acknowledge that it is the responsibility of each Partner to ensure that they obtain the appropriate internal approval to allow authority to be delegated to staff that are not employed by the Partners within the agreed constitution / scheme of delegation of the Partners.
- 4.7** The Partners acknowledge and agree that this Agreement will cover all Staff in Joint Posts and Partners will not need to produce separate agreements, such as secondment agreements for them. Staff will receive a letter setting out the expectations for them in practice; this would not be a contractual variation.
- 4.8** The Partners have documented and agreed a process, contained in Schedule 4 - Joint Post and Shared Funding Process of this Agreement, to identify, assess, and approve requests for a number of different scenarios:
- 4.8.1 to create a new post with joint responsibilities across the Partners (funded by one organisation or more than one),
- 4.8.2 to change a post to have joint responsibilities across the Partners,
- 4.8.3 to create a new post with shared funding arrangements across Partners,
- 4.8.4 to change the employing organisation and funding of a post,
- 4.8.5 to change existing shared funding arrangements of a post,
- 4.8.6 for additional expenditure for a Joint Post including one-off recruitment costs with an external party.
- 4.8.7 The Partners agree as far as possible to avoid making decisions regarding joint and / or shared funding posts that lead to financial and / or operational pressures falling unevenly on one Partner. The reasonable assumption is that any costs associated with termination of employment will be met by partners in line with the funding split for each impacted role. The Partners commit to ensuring the implications of such decisions on all Partners are clear and considered before enacting the decisions.
- 4.9** At the Commencement Date of this Agreement the Partners have identified and agreed the Joint Posts set out in Schedule 4 - Joint Posts of this Agreement. The Schedule 4 - Joint Posts will be amended and updated from time to time by the agreement of the Partners.
- 4.10** Where Partners agree to add or remove a Joint Post from this Agreement any variation of Schedule 4 - Joint Posts will be made in accordance with the variation procedure set out in Clause 25.

5 HR PRINCIPLES

- 5.1** The Partners HR functions have developed a set of terms and principles for the management of Staff. The Partners agree to the terms and principles set out in Schedule 3 - Staff Management Protocol and that they may be amended or varied by written agreement of the Partners from time to time.
- 5.2** The Partners confirm that they have carried out any necessary consultation with the Staff in accordance with the requirement contained in Section 113.
- 5.3** Staff will be managed in accordance with the agreed principles set out in Schedule 3 - Staff Management Protocol.
- 5.4** Recruitment of new Staff shall be undertaken in accordance with the agreed principles set out in Schedule 3 - Staff Management Protocol.

6 ACCOMMODATION AND PROVISION OF FACILITIES

- 6.1** The Partners agree that, irrespective of which Partner employs the Staff, Staff will have access to work in specified and agreed Partner building locations.
- 6.2** The Partners agree that the Partner responsible for the specified buildings will make available necessary accommodation, working space and associated facilities and services to Staff free of charge. Partners will agree in collaboration and in writing the specified buildings, outside of this Agreement.
- 6.3** By entering into this Agreement, the Partners acknowledge and will ensure that Staff will adhere to the relevant Partner's policies for accessing and working at that Partner's building location(s).

7 IT & DIGITAL PROVISION

- 7.1** The Partners' IT and Digital functions have developed a set of principles for the provision of IT. The Partners agree to the terms and principles set out in Schedule 5 - IT Principles and that they may be amended or varied by written agreement of the Partners from time to time.

7.2 ACCESS TO PARTNER APPLICATIONS AND SYSTEMS

- 7.3** Staff working in joint teams, across the partnership and / or undertaking joint responsibilities may need access to Partners' applications and systems.
- 7.4** The Partners will arrange access to relevant applications and systems for Staff in Joint Posts to enable them to undertake their joint responsibilities for the Partners.
- 7.5** The Partners will give Staff working in joint teams and across the partnership access to certain applications and systems for Staff to support collaborative working and integrated activity.
- 7.6** The Partner employing the Staff is responsible for providing equipment and appropriate access to their Staff. Staff working across the partnership and / or undertaking joint responsibilities may need to be provided with additional IT equipment by the Partners to access required applications and systems.
- 7.7** In the county of Surrey there is an ambition and wider programme of work to align digital infrastructure and join up potential systems to support efficient and effective working across organisational boundaries. The Partners acknowledge that until that ambition is realised there will need to be other arrangements in place to provide the access that enables Staff to work together and such access and arrangements will be given in accordance with Clauses 7.4, 7.5 and 7.6 of this Agreement.

7.8 ACCEPTABLE USE POLICY

- 7.9** The Partners will ensure that Staff are made aware of their responsibilities for the proper use of IT equipment, systems and applications, as well as data. All Staff must comply with their employer's policies, procedures, and published guidance.
- 7.10** The Partners agree that each Partner's Acceptable Use Policy, or related Acceptable Use and Cyber and Information Security Policies, in principle, mutually covers the use of each Partner's IT equipment, systems and applications, and related services. Any key differences will be recorded and notified to Staff in writing as appropriate.

8 FINANCIAL PRINCIPLES

- 8.1** The Partner Finance functions have developed principles for joint and shared funding arrangements. The Partners agree to the principles, set out in Schedule 1 - Finance Principles and that they may be amended or varied by written agreement of the Partners from time to time.
- 8.2** This Agreement does not change any existing governance Partners have for funding decisions.

8.3 FINANCIAL AND BUDGET RESPONSIBILITIES

8.4 The financial and budget responsibilities agreed in this Agreement pertain only to the financial and budget responsibilities associated with the employment of Staff in Joint Posts and integrated teams. To support integrated teams and Joint Posts:

8.4.1 The Partners will maintain separate budgets and manage their respective budgets, funding and expenditure, unless specific arrangements are made between the Partners and confirmed in writing.

8.4.2 The Partners acknowledge that it is the responsibility of each Partner to ensure that they obtain the appropriate internal approval to allow financial authority to be delegated to staff that are not employed by the Partners. This includes ensuring that the Partners respective Constitutions and / or Schemes of Delegation are updated if required.

8.4.3 The Partners acknowledge that it is the responsibility of each Partner to manage budgets in line with their internal governance procedures, including their Constitutions and Schemes of Delegation, and any existing or future collaborative agreements (e.g between Frimley ICB and Surrey Heartlands ICB)

8.4.4 The Partners acknowledge that it is the responsibility of each Partner to manage conflict of interest when making cross-partner decisions. Where possible funding is to follow the end user, rather than create a cost pressure to the Partners or third parties to the gain of another (unless by specific written agreement of the Partners).

8.4.5 The Partners agree that any new costs/cost pressures/benefits or decisions regarding service decommissioning will be taken through the Partners' appropriate governance procedures.

8.4.6 The Partners agree that any efficiencies generated by Joint Posts making commissioning and delivery decisions are funded/distributed according to the original budgetary contribution made by the Partners, so the Partners do not gain or lose out financially, operationally or contractually.

8.4.7 The Partners agree that all commissioning and delivery decisions are made by Staff on assessment of effects on the Partners.

8.5 Further financial and budget responsibilities may be agreed by Partners to support collaborative commissioning arrangements such as host or lead commissioning arrangements and shared funding arrangements for jointly managed contracts and services. The Integrated Commissioning Memorandum of Understanding is a first step to broaden collaborative commissioning arrangements and Partners may agree to enter into a formal pooled or shared funding arrangement for services further to this MoU and the Section 75 for Joint Posts.

8.6 FINANCIAL REPORTING

8.7 As part of Partners' ambitions to integrate health and social care services where it makes sense to do so, Finance Leads from each Partner will work together to develop joint financial reporting based on an open book approach to ensure that:

8.7.1 post holders with budgetary responsibilities can see a consolidated summary of their combined budget positions; and

8.7.2 the Partners are clear on the financial position of the Partners for each of the service areas managed by Joint Posts that fall within the service areas set out in Schedule 3 of the Integrated Commissioning Memorandum of Understanding.

8.8 The Partners will work together to create a greater understanding of each Partner's financial position, direction and language, key financial issues and future impact of those issues. This will help identify opportunities and inform commissioning and delivery plans and decision making between the Partners.

8.9 Finance Leads from each Partner will act as business partners and work with commissioning and/or delivery teams to facilitate this.

8.10 SHARED FUNDING AND POOLED BUDGET FOR POSTS

8.11 The Partners have agreed to set up a Pooled budget for agreed joint posts with shared funding arrangements, details of which are set out in Schedule 6 – Section 75 Schedule of this Agreement. The Council will be the Host Organisation and will manage the Pooled budget on behalf of the Partners.

8.12 NON-FINANCIAL CONTRIBUTIONS

8.13 Each Partner shall provide the non-financial contributions as required to comply with its obligations under this Agreement in respect of joint working. These contributions shall be provided at no charge to the other Partners.

8.14 The Partners have agreed the non-financial contributions of each Partner necessary to perform its obligations pursuant to this Agreement. These include, but are not limited to:

8.14.1 Premises; (Accommodation and provision of facilities, as detailed in Clause 6.)

8.14.2 IT support;

8.14.3 HR support - to include advisory support for managers needing to undertake formal HR employee relations processes and access to organisational development and strategic HR input via a senior member of the Partner's HR teams.

8.15 The Partners acknowledge and agree that in cases where costs are incurred in order for Staff to fulfil their duties and comply with the obligations of this Agreement, they will be resolved collaboratively.

8.16 The Partners have documented and agreed a process, provided in Schedule 4 - Joint Post and Shared Funding Process of this Agreement, that will ensure that financial implications of changing or creating new posts and / or shared funding arrangements are considered and agreed.

8.17 BETTER CARE FUND

8.18 This Agreement does not affect or impact existing arrangements in respect of the Better Care Fund.

9 GOVERNANCE

9.1 The Partners will operate within the governance arrangements set out in our Integrated Commissioning Memorandum of Understanding. The arrangements provide the framework in which the Partners will operate to ensure clarity of accountability and transparent, effective and efficient decision-making.

9.2 The Partners acknowledge that they have reporting arrangements and procedures in place to ensure the standards of accountability and probity required by each Partner's own statutory duties and procedures are complied with.

9.3 Where there are decisions that partners cannot agree on and/or require further escalation to the senior leadership across Surrey County Council and ICSs, these will be escalated by both or one of the partners to the relevant ICS Executive (Surrey Heartlands and Frimley Health and Care) and Executive Director for Children, Families and Lifelong Learning as an urgent risk with potential options for resolution at the next appropriate meeting of the relevant Executive.

9.4 COMMITTEES IN COMMON (CiC)

9.5 CiC is established. CiC exercises oversight for health and social care commissioning across Surrey including any responsibilities delegated from local and national partners. CiC may only make decisions

that the Surrey Integrated Care Systems Governing Bodies (Surrey Heartlands ICB and Frimley ICB) and the Council's Cabinet has delegated to it. It is responsible for oversight of this Agreement.

10 REVIEW / MONITORING AND REPORTING

- 10.1** The Partners will produce an annual report about the implementation and ongoing working of this Agreement, including implementation of the Pooled budget. The report will be provided to the CiC.
- 10.2** If there is an issue with this Agreement or the implementation of this Agreement, Partners will contact the Secretariat of CiC. Issues will be raised with CiC for review, discussion and resolution.

11 DATA PROTECTION, DATA SHARING AND INFORMATION GOVERNANCE

- 11.1** Each Partner will comply with their obligations under the Data Protection Legislation and will assist each other to comply with their obligations under the Data Protection Legislation, which arise in connection with this Agreement.
- 11.2** Surrey Heartlands ICB and Surrey County Council have signed the Surrey Heartlands Health and Social Care Information Sharing Agreement (ISA) and Sharing Schedules relating to activity covered by this Agreement. This includes activities which Surrey Heartlands ICB deliver on behalf of Frimley ICB. Access to and sharing of confidential business data and Staff / personal data will be managed via the ISA framework. Information about the ISA and Schedules for the activities covered by this Agreement are available publicly on the Surrey Heartlands website: <https://www.surreyheartlands.uk/about/information-sharing-agreement/>.
- 11.3** The Surrey Heartlands Data Governance Group (DGG) manages the ISA on behalf of the members. The Administrator (Surrey Heartlands ICB at the time of writing) maintains and publishes the agreement documentation and supporting schedules and registers on behalf of the member organisations and the DGG.
- 11.4** The Partners will comply to the Processing and Sharing Specification schedules that have been agreed and approved for Integrated Commissioning. The Processing and Sharing Specification schedules for integrated commissioning are available publicly on the Surrey Heartlands ICS website.
 - 11.4.1 ICT001 – Surrey Heartlands Integrated Care Board Childrens
 - 11.4.2 ICT002 – Surrey Heartlands Integrated Care Board Adults
 - 11.4.3 ICT003 – Surrey County Council Children's Commissioning
 - 11.4.4 ICT004 – Surrey County Council Adults' Commissioning
- 11.5** Additional Sharing Schedules for other activities that fall within the scope of this Agreement may be put in place by the Partners where they consider this to be necessary to meet their obligations under Data Protection Legislation.
- 11.6** The Partners have committed to use the personal confidential data identified in the Processing and Sharing Specification schedules in a manner compliant with the ISA and solely for the purposes defined in those specifications.
- 11.7** Partners will adhere to the schedules within the Surrey Heartlands ISA, which sets out the sharing indemnity arrangements for the organisations sharing, accessing and processing information made available under the ISA. In the event of a data breach, each Partner will follow their respective Information Governance incident management and reporting procedures. Surrey Heartlands ICB, as lead controller, will formally notify the Information Commissioner's Office.
- 11.8** The Partners have completed a DPIA for the processing and sharing activities approved under the Schedules for Integrated Commissioning. The DPIA applies to the sharing of both Children's and Adult's data. Deputy SIRO for Surrey Heartlands and Caldicott Guardians for SCC reviewed the DPIA.

Copies of summary DPIAs are available on request from syheartlandsICB.isaadmin@nhs.net. Partners will:

11.8.1 implement the measures identified in the DPIA.

11.8.2 keep the DPIA under annual review and revisit it when necessary when there is any significant change to the nature, scope, context or purposes of the processing.

11.9 Additional Data Protection Impact Assessments for other activities that fall within the scope of this Agreement may be completed by the Partners where they consider this to be necessary to meet their obligations under Data Protection Legislation.

11.10 Each Partner is legally obliged under Data Protection Legislation to provide a Privacy Notice explaining how information is used. As part of the Surrey Heartlands ISA Partners will ensure their organisational Privacy Notices are kept up to date to cover the sharing activity between Partners. This includes Privacy Notices pertaining to sharing Children's and Adult's data. Privacy notices are available on the Partners' websites.

11.11 The Partners will ensure that Staff are made aware of their responsibilities for the proper use of data. All Staff must comply with their employer's policies, procedures, and published guidance.

11.12 The Partners will provide joint guidance about data sharing within the collaborative platform. This will be issued to managers and Staff who have access to the collaborative platform.

12 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

12.1 Each Partner is subject to the requirements of the FOIA and the EIR and their own FOIA and EIR processes and procedures shall apply.

12.2 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request [Receiving Partner] for information under the FOIA or the EIR to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving, and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Receiving Partner for comments or other assistance. This cooperation may also include acting as a Point of Contact/Handler or as an agreed Approver for FOIA and EIR requests made to either Partner.

13 CONFIDENTIALITY

13.1 Subject to clause Clause 13.2, each Partner shall keep the other Partner's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement; or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 13.

13.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential Information:

- (a) which the other Partners confirm in writing is not required to be treated as Confidential Information;
- (b) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

- (c) which a Partner is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including FOIA or EIR;
- (d) which is in or enters the public domain other than through any disclosure prohibited by this Agreement;
- (e) which a Partner can demonstrate was lawfully in its possession prior to receipt from the other Partners; or
- (f) which is disclosed by the Council on a confidential basis to any central government or regulatory body.

13.3 A Partner may disclose the other Partner's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the Partner's obligations under this Agreement, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this Clause as if they were a party to this Agreement,
- (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this Clause 13.

13.4 The provisions of this Clause 13 shall survive:

- 13.4.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
- 13.4.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

13.5 On or before the date of expiry or termination of this Agreement the Partners shall ensure that all documents and/or electronic/digital records in its possession, custody or control which relate to personal information of the other Partners' employees or Service Users are delivered up to the Partners or securely destroyed.

14 COMPLAINTS

14.1 The Partners shall deal with all complaints received concerning the Services through their own respective complaints' procedures. The Partners agree to assist one another in the management of complaints arising from this Agreement or as a result of the Services. Partners will keep records of all complaints and provide the same for review by CiC, that is responsible for oversight of this Agreement.

15 TERMINATION OF THIS AGREEMENT & DEFAULT

15.1 Any Partner may give at least six (6) months' notice to terminate ("Notice of Termination") to the other Partners.

15.2 Any Partner may terminate this Agreement with immediate effect by serving notice at any time upon the Partner committing a Fundamental Breach of this Agreement. Such notice can only be served when the process set out in Clause 17 has been exhausted.

15.3 This Agreement may be terminated upon the mutual consent of the Partners by giving Notice of Termination, such Notice of Termination to expire on an agreed date.

- 15.4** Where any change in law or other reason not attributable to the fault of the Partners prohibits or prevents one of the Partners from giving effect to their obligations under this Agreement, any Partner may terminate this Agreement so as to avoid the Partner from breaching legislative or otherwise binding obligations upon it by written notice effective on receipt to the other Partners, provided that the terminating Partner has first entered into discussion in good faith with the other Partners and used all reasonable endeavours to negotiate a solution with the other Partners, whereby the intent and purpose of this Agreement may be fulfilled by another mechanism.
- 15.5** On expiry of this Agreement or if this Agreement is terminated in whole or in part for any reason, the provisions of the Exit Plan shall come into effect and the Partners shall co-operate fully to implement the Exit Plan and ensure an orderly migration of the Services to the respective Partners.
- 15.6** The Partners have agreed to draft and agree an Exit Plan within 18 (eighteen) months of the Commencement Date setting out how the arrangements in this Agreement will be ended and such Exit Plan shall include but not limited to:
- 15.6.1 that continuation and quality of service delivery are paramount and options should be assessed in this light;
 - 15.6.2 separation of Staff including all associated access;
 - 15.6.3 that any contract(s) with third parties and Service Users entered into jointly by the Partners would continue to be delivered jointly by the Partners until the end of the said contract(s);
 - 15.6.4 separation of integrated structures including integrated management arrangements;
 - 15.6.5 that all data and other material belonging to the Partners or created by the Partners during this Agreement (and all media of any nature containing information and data belonging to a Partner or relating to the Services) shall be delivered and returned to the Partners;
 - 15.6.6 separation of all equipment and assets accepting that the Partners will own any equipment and assets purchased by them; and
 - 15.6.7 separation of costs associated with new staffing posts and structures.

16 CONSEQUENCES OF TERMINATION

- 16.1** The Partner who exercises its right to terminate under Clause 15.1 of this Agreement shall fully indemnify the other Partners against all Exit Costs (which the other Partners shall take all reasonable steps to mitigate) arising out of such termination.
- 16.2** In the event of termination of this Agreement under Clause 15.2 all Exit Costs and Losses to the Partners arising out of such termination shall be borne by the Partner that has committed the Fundamental Breach of this Agreement.
- 16.3** In the event of termination of this Agreement under Clause 15 the Partner terminating this Agreement shall also be at liberty to pursue all remedies available to it at law.
- 16.4** In the event of termination of this Agreement under Clauses 15.3 and 15.4 each Partner shall bear its own losses, provided however that if the terminating Partner has not entered into discussions in good faith with the other Partners and/or not used all reasonable endeavours to negotiate a solution with the other Partners, whereby the intent and purpose of this Agreement may be fulfilled by another mechanism, the terminating Partner shall indemnify the other Partners against all Exit Costs and Losses (which the other Partners shall take all reasonable steps to mitigate) incurred as a result of such termination.

17 DISPUTE RESOLUTION

- 17.1** The Partners agree that they will seek to operate this Agreement through consensus wherever possible and resolve issues locally. If something cannot be resolved locally Partners will refer any issues, concerns or complaints arising in relation to the operation of this Agreement to the Commissioning Collaborative.
- 17.2** If there is a dispute between the Partners concerning the interpretation or operation of this Agreement or the Commissioning Collaborative is unable to resolve the issues, concerns or complaints arising under Clause 17.1, then any Partner may notify the others in writing that it wishes the dispute to be referred to the CiC, to resolve, negotiating on the basis of good faith. The CiC, shall not make any decision until twenty-eight days have lapsed since the notice of the dispute was received.
- 17.3** If the dispute cannot be resolved by the CiC, in accordance with Clause 17.2, it shall be escalated to the separate Boards of the Integrated Care Boards and Cabinet. The Chair of these Governing Bodies and the Leader of the Council shall arrange a meeting within fourteen (14) days of such escalation in order to resolve the dispute.
- 17.4** If the dispute cannot be jointly resolved by Partners following referral to each Partner organisation's internal governance mechanism in Clause 17.3, any Partner may notify the other that it wishes the dispute to be referred to mediation in accordance with Clause 17.5.
- 17.5** The following provisions shall apply to any such reference to mediation:
- 17.5.1 The mediation shall be in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Partners, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Partner must serve notice in writing (ADR notice) to the other Partners to the dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 28 days after the date of the ADR notice.
- 17.5.2 The commencement of mediation shall not prevent the Partners commencing or continuing court proceedings in relation to the dispute under Clause 33.1 which Clause shall apply at all times.
- 17.6** Without prejudice to any rights to seek redress in court, the Partners shall continue to provide the Services and to perform their obligations under this Agreement notwithstanding any dispute or the implementation of the procedures set out in this Clause 17.

18 INSURANCE

- 18.1** Each Partner shall at its own cost, effect and maintain with a reputable insurance company a policy or policies of insurance to cover all operational risks associated with this Agreement and will produce evidence of such policy or policies and cover to each Partner on request. Each Partner will maintain the following cover:
- 18.1.1 Employers Liability insurance with a limit of indemnity of not less than £10m in relation to any one claim or series of claims;
 - 18.1.2 Public liability insurance with a limit of indemnity of not less than £10m in relation to any one claim or series of claims;
 - 18.1.3 Professional Indemnity insurance with a limit of indemnity of not less than £5m in relation to any one claim or series of claims.
- 18.2** Each Partner will hold the other Partners harmless in relation to claims arising under the said policies. This will apply both to claims made by one Partner directly against another Partner, and / or costs recoverable from a third party claimant.
- 18.3** For the purposes of the said insurances, each Partner will consider all members of Staff (irrespective of their employing Partner) to be directly employed by their own Partner apart from employers liability insurance claims where the employing Partner of a claimant will deal with any claim under their own insurance cover irrespective of where the claim arose.
- 18.4** Where possible, all claims and associated costs should be handled and accounted for by the Partner against whom the claim is made, or who is the appropriate Partner to handle the claim, or whosoever shall be nominated by such Partner's insurer to handle the claim.
- 18.5** If there is an increased cost to the insurance premium as a result of this Agreement, the Partners shall agree the share of the additional costs to be borne by the Partners.
- 18.6** All Partners assets used to deliver the Services shall be insured by the Partner who provided them.
- 18.7** The Partners shall not take any action or fail to take any reasonable action or (insofar as it is reasonably within its power) allow anything to occur (including a failure to disclose any fact) which would entitle any insurer to refuse to pay any claim under an insurance policy in which the Partners are assured, co-insured or an additional person or which may make such a claim wholly or partly repayable.

19 LIABILITIES AND INDEMNITY

- 19.1** No **PARTNER** limits its liability for:
- 19.1.1 death or personal injury caused by its negligence, or that of its Staff, agents or sub-contractors;
 - 19.1.2 fraud by it or its Staff;
 - 19.1.3 breach of any obligation as to title implied by statute; or
 - 19.1.4 any other act or omission, liability for which may not be limited under applicable law.
- 19.2** Each Partner remains responsible for performing and exercising its statutory duties and functions.
- 19.3** Each Partner recognises and agrees that the Partners will:
- 19.3.1 each be separately and solely liable to providers for payment for services delivered to its population, and/or on its behalf either through this Agreement or otherwise, save to the

extent that a contrary position is agreed in writing between the Partners as part of any risk-sharing arrangement;

19.3.2 adhere to any collective rules agreed in relation to the Services which are agreed to be operated on a pooled-risk basis, in accordance with the principles set out in Schedule 4 – Joint Posts as may be agreed in writing by the Partners from time to time;

19.3.3 not be responsible for payment of relevant liabilities for the Services appropriated by a decision of a Partner who has failed to act in accordance with this Agreement.

19.4 Each Partner undertakes to indemnify each other against any liability to the extent that it arises out of or in connection with any breach by the indemnifying Partner of any provision, or obligation under this Agreement, any breach of a relevant services contract entered into pursuant to this Agreement, or to the extent arising out of or in connection with any negligent act or omission of the indemnifying Partner.

19.5 Each Partner shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Partner is entitled to bring a claim against the other Partner(s) under this Agreement.

19.6 Actions regarding any overspend are specified within the Section 75, Schedule 6.

20 STANDARDS OF CONDUCT AND SERVICE

20.1 The Partners will, at all times, comply with Law and ensure good corporate governance in respect of each Partner (including the Partners' respective Standing Orders and Standing Financial Instructions).

20.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Section 75 is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.

20.3 The ICB is subject to the ICB Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Section 75 are therefore subject to ensuring compliance with the ICB Statutory Duties and clinical governance obligations.

20.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the Service.

20.5 By entering into this Agreement, the Partners acknowledge and will ensure that Staff will adhere to the relevant Partner's standards at all times.

21 CONFLICTS OF INTEREST

20.1 The Partners will immediately disclose and declare any conflict(s) of interest or potential conflict(s) of interest in respect of this Agreement or the Services to the other Partners.

22 FORCE MAJEURE

22.1 If an event of Force Majeure occurs then the Partners shall meet to discuss how best to provide the Services until the Force Majeure event ceases.

22.2 If any Partner fails to carry out its respective obligations under this Agreement as a result of Force Majeure then whichever Partner is affected shall not be liable under this Agreement for any such failure.

22.3 In this Clause Force Majeure includes but not limited to:

- 22.3.1 acts of war;
- 22.3.2 acts of God;
- 22.3.3 decrees of Government;
- 22.3.4 riots;
- 22.3.5 civil commotion; and
- 22.3.6 act of terrorism;
- 22.3.7 fire, flood, storm or earthquake and any disaster.

22.4 Force Majeure shall not include any labour dispute between any Partners and their Staff, any other staffing problem or the failure to provide the Services by any of the Partners' sub-contractors.

22.5 In the event that any Partner is prevented from carrying out its obligations under the Agreement by any act of Force Majeure which continues for a period of thirty (30) days, the other Partners may terminate this Agreement by notice in writing giving fourteen (14) Days' notice.

22.6 The Partners shall at all times following an act of Force Majeure use all reasonable endeavours to mitigate the effects of the event of Force Majeure and facilitate the continued performance of this Agreement.

22.7 If an Unexpected Event occurs the Partners shall meet within 3 working days of the event being notified to them to discuss the delivery of the Services, unless agreed otherwise. If an Unexpected Event occurs:

22.7.1 The Partner to which the event relates to shall be wholly liable for any additional liability and costs arising out of the Unexpected Event unless otherwise agreed in writing between the Partners;

22.7.2 The Partners to which the Unexpected Event does not relate shall use all reasonable endeavours to facilitate the delivery of the Services.

23 NOTICES

23.1 Any notice or other communication to be served under this Agreement shall be delivered or sent by first class post or electronic communication to the nominated representative at the Partner to be served at its address or email address.

23.2 Subject to Clause 23.3 and in the absence of earlier receipt, any notice or communication shall be deemed to have been served:

23.2.1 if delivered personally, at the time of delivery;

23.2.2 if sent by first class recorded post or other next working day delivery service, two (2) working days after the date of posting; and

23.2.3 if sent by email, forty eight (48) hours after the time of sending to the Partners' authorised representatives at the email addresses specified by the Partners.

23.3 Any notice or communication served under this Agreement after 4.30pm in the place to which it is addressed shall be deemed not to have been served until the start of the next working day in such place.

23.4 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution. For the purpose of this Clause “writing” shall include email.

24 AUDIT

24.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Section 75 and shall require the appropriate person or body appointed to exercise the functions of the Audit Commission under Section 28(1)(d) of the Audit Commission Act 1998, by virtue of an order made under section 49(5) of the Local Audit and Accountability Act 2014 to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.

24.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the relevant Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

24.3 The Partners shall comply with relevant NHS finance and accounting obligations as required by relevant Law and/or National Guidance.

24.4 The Partners shall implement recommendations arising from these inspections, where appropriate.

25 VARIATION

25.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners.

26 CHANGE IN LAW

26.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.

26.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

26.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), Clause 17 shall apply.

27 WAIVER

27.1 No failure or delay by any Partner to exercise any right, power or remedy provided under this Agreement or by law will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right to remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

28 SEVERANCE

28.1 If any provision or part-provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

28.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 27.1, the Partners shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

29 EXCLUSION OF PARTNERSHIP AND AGENCY

29.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

29.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:

29.2.1 act as an agent of the other Partners;

29.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other Partners; or

29.2.3 bind the other Partners in any way.

30 THIRD PARTY RIGHTS

30.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

31 ENTIRE AGREEMENT

31.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreements and any representations promises or conditions not incorporated herein shall not be binding on any Partner.

31.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the Partners. Each Partner agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

32 COUNTERPARTS

32.1 This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Partners shall constitute a full original of this Agreement for all purposes. No counterpart shall be effective until each Partner has executed at least one counterpart.

33 ASSIGNMENT

33.1 Subject to Clause 32.2, the Partners shall not assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Partners.

33.2 The Partners shall be entitled to novate the Agreement to any other body which substantially performs any of the functions that previously had been performed by the Partners.

34 COSTS

34.1 Each Partner shall bear its own legal costs and expenses incurred by them in connection with the preparation of this Agreement.

35 INTELLECTUAL PROPERTY RIGHTS

35.1 Any Intellectual Property Rights created by the Partners or their employees or agents or acquired in relation to this Agreement and the Services shall vest in all the Partners on creation.

36 PUBLICITY

36.1 The Partners shall use reasonable endeavours to consult one another before making any press announcements concerning the Services or this Agreement.

37 GOVERNING LAW AND JURISDICTION

37.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

37.2 Subject to Clause 17, the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

38 OMBUDSMAN

38.1 The Partners will co-operate with any investigation undertaken by the Parliamentary and Health Service Ombudsman or the Local Government and Social Care Ombudsman (or both) in connection with this Agreement.

39. FAIR DEALINGS

39.1 The Partners recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that if in the course of the performance of this Agreement, unfairness to any of them does or may result then the other Partner shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

IN WITNESS WHEREOF this Agreement has been executed by the Partners on the date of this Agreement

EXECUTED as a **DEED**
by the affixing of the **COMMON SEAL** of
SURREY COUNTY COUNCIL
in the presence of:-

Authorised Signatory.....

EXECUTED as a **DEED**
by the affixing of the **COMMON SEAL** of
NHS SURREY HEARTLANDS
INTEGRATED CARE BOARD
in the presence of:-

Authorised Signatory.....

EXECUTED as a **DEED**
by the affixing of the **COMMON SEAL** of
NHS FRIMLEY
INTEGRATED CARE BOARD
in the presence of:-

Authorised Signatory.....

SCHEDULE 1 – FINANCE PRINCIPLES FOR INTEGRATED WORKING, INCLUDING FUNDING OF JOINT POSTS AND INTEGRATED TEAMS

1 INTRODUCTION

- 1.1** This Schedule outlines the principles that should be followed when considering new financial arrangements and agreements for joint activity, including funding for health or social care related services and shared funding of posts related to health or social care related services.
- 1.2** These principles reflect a scope wider than this Agreement, which solely relates to the terms and principles through which the Partners will bring Staff and resources together to work together.
- 1.3** The principles are not intended to provide complete information about processes and procedures for establishing financial arrangement and agreements but to guide financial planning and help signpost Staff.

2 TYPES AND FORMAT OF AGREEMENTS

2.1 Agreements may be created for:

- 2.1.1 new contracts/extending contracts/deeds of variation/variation agreements,
- 2.1.2 procurements,
- 2.1.3 pooling budget for staffing,
- 2.1.4 pooling budget for commissioning and delivery activity, and/or
- 2.1.5 other agreed funding arrangements.

2.2 There are different models and options available for joint funding and place-based budgets, these include, but are not limited to, joint arrangements such as a Pooled budget using a Section 75 Agreement (between health bodies and local government), local bespoke risk/gain share arrangements and delegating budgets to a group of bodies.

2.3 Pooled budgets are not normally applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the parties. If a need for capital expenditure is identified this must be agreed in writing by the Partners.

3 GENERAL

3.1 The following general principles apply:

- 3.1.1 before establishing any financial arrangements and joint funding agreements, including Pooled budgets for the commissioning and delivery of services:
- i) Staff should contact their Finance Lead. Finance Leads across the Partners will liaise directly and work together and with Staff to establish appropriate arrangements,
 - ii) the appropriate formal approval must be obtained from all participating Partners. An agreed process has been established for considering and initiating new financial arrangements and agreements for joint activity.
- 3.1.2 the Financial Year will run from 1st April of any year to 31st March in the following calendar year.
- 3.1.3 quarter means each of the following periods in a Financial Year:
- iii) 1 April to 30 June;

- iv) 1 July to 30 September;
- v) 1 October to 31 December; and
- vi) 1 January to 31 March.

3.1.4 financial arrangements or agreements are fixed over a specified period agreed in writing by all parties.

3.1.5 any required element(s) of inflation will be clearly identified and agreed by all parties in advance of any final approval, but in line with national guidance.

4 POOLED BUDGETS

4.1 For the purpose of this Schedule and this Agreement, the term Pooled budget will be used throughout. A Pooled budget means “a pooled fund comprising the Local Authority's Financial Contribution and the NHS Body's Financial Contribution for agreed Services where one Host Organisation accounts for the money. Less formally, budgets can be aligned. This occurs when different organisations effectively keep their money in their own accounts but align the money toward agreed joint outcomes (Lorgelley et al 2009).”

4.2 Formal Pooled budgets, where required, can be operated via a Section 75 Agreement. Section 75 of the NHS Act 2006 allows partners (NHS bodies and councils) to contribute to a common fund which can be used to:

4.2.1 commission health or social care related services.

4.2.2 share funding of posts related to health or social care related services.

5 POOLED BUDGET FOR THE SHARED FUNDING OF AGREED POSTS

5.1 The Section 75 Schedule contained in Schedule 6 of this Agreement governs shared funding arrangements between the Council, Surrey Heartlands ICB and Frimley ICB. The Section 75 Schedule is based on existing expenditure within the respective organisations remaining under current arrangements. It articulates the way monies between the three organisations are being managed and accounted for solely in respect of jointly funded posts.

5.2 The Section 75 Schedule covers posts with agreed shared funding arrangements. Agreed posts include:

5.2.1 Posts identified in this Agreement as Joint Posts, where Staff will undertake responsibilities across the Partners and have appropriate delegated authority. Many, but not all, Joint Posts will have shared funded arrangements.

5.2.2 Posts not identified as Joint Posts in this Agreement. This could include posts that carry out work as part of a project or group for a distinct period.

5.3 An agreed process has been established to add a post to or remove a post from the Section 75 Schedule contained in Schedule 6 and this Agreement. The agreed single process will ensure that:

5.3.1 there is the right agreement and approval between the Partners; and

5.3.2 this Agreement and associated Schedules, including the Section 75 Schedule contained in Schedule 6 for shared funding, are amended and updated.

5.4 For the Section 75 Schedule the process will identify, assess, and approve requests:

5.4.1 to create a new post with shared funding arrangements.

5.4.2 to change existing shared funding arrangements of a post.

5.4.3 to change the employing organisation of a post where this has financial implications.

5.4.4 to agree any additional expenditure for a post including one off recruitment costs with an external party.

5.5 Any changes to the Section 75 Schedule and/or this Agreement will be dealt with in accordance with the procedures set out in the variation clause of this Agreement.

6 ESTABLISHING AND MANAGING POOLED BUDGET

6.1 The following principles should be used to guide the establishment of a Pooled budget, including roles and responsibilities.

6.2 Documentation for a joint funding agreement, such as a Pooled budget, would usually outline:

6.2.1 aims and objectives of the Pooled budget, and expected benefits,

6.2.2 relevant functions and / or services in scope,

6.2.3 parties involved and the role of each one,

6.2.4 how the Pooled budget will be funded,

6.2.5 respective financial contributions and other non-financial resources provided,

6.2.6 how the Pooled budget will be managed,

6.2.7 the duration of the arrangements, including the provision and mechanisms for review, renewal and termination,

6.2.8 technical matters such as treatment of VAT, legal issues, complaints, dispute resolution and risk sharing, as well as treatment of overspends and underspends.

6.3 Any joint funding arrangements should receive appropriate approval in line with each parties governance processes. Before establishing any Pooled budget, appropriate approval must be obtained from all participating organisations in line with their governance processes.

6.4 FINANCIAL CONTRIBUTIONS

6.5 For joint funding arrangements, including Pooled budgets, parties will need to determine and agree the financial contributions of each party and the allocation of expenditure.

6.6 Expenditure falls into two main categories, staffing and non-staffing:

6.6.1 Direct staffing expenditure would include costs such as salary and associated on costs such as National Insurance (NI) and pension contributions.

6.6.2 Non-staffing expenditure would include any other type of incurred expenditure.

6.7 For both staffing and non-staffing expenditure it is important that the basis for allocating expenditure is agreed in advance of any costs being incurred participating organisations.

6.8 Allocation of expenditure should be based on an agreed metric that represents the spread of the work being undertaken. This could include time spent working for a participating organisation (known or estimated) or population or user numbers depending on the type of service.

6.9 MANAGING POOLED BUDGETS

6.10 Each Pooled budget shall be managed and maintained in accordance with the terms established and agreed between participating organisations, however the main principles are:

6.10.1 Parties will appoint a Host Organisation for each of Pooled budget set up. The Host Organisation will be the party responsible for:

- (a) holding all budget / monies contributed to the Pooled budget on behalf of itself and the other parties,
- (b) providing the financial administrative systems for the Pooled budget,
- (c) appointing a Pooled Budget Manager, and
- (d) ensuring that the Pooled Budget Manager complies with the agreed obligations.

6.10.2 When introducing a Pooled budget, the parties will agree:

- (a) which party will act as the Host Partner and provide the financial administrative systems for the Pooled budget, and
- (b) which officer of the Host Partner shall act as the Pooled Budget Manager.

6.10.3 The Pooled Budget Manager for each Pooled budget will have defined duties and responsibilities in the agreement, which will usually include:

- (a) the day-to-day operation and management of the Pooled budget,
- (b) ensuring that all expenditure from the Pooled budget is in accordance with what has been agreed between the parties
- (c) maintaining an overview of all joint financial issues affecting the parties in relation to the Services and the Pooled budget,
- (d) ensuring that full and proper records for accounting purposes are kept in respect of the Pooled budget,
- (e) preparing and submitting reports to the agreed governance body/bodies and for the agreed periods, complying with any reporting requirements as may be required by relevant national guidance,
- (f) ensuring action is taken to manage any projected under or overspends relating to the Pooled budget in accordance with the agreement.

6.10.4 In carrying out their responsibilities the Pooled Budget Manager will:

- (a) have regard to national guidance,
- (b) adhere to associated governance requirements, and
- (c) be accountable to the parties of the agreement for delivery of those responsibilities.

6.11 BILLING AND PAYMENT PROCESSES

6.12 Within any agreement the parties will commit to an agreed set of payment terms. Payments by parties:

6.12.1 should take place at agreed intervals, usually be monthly or quarterly; and

6.12.2 should be made in line with the agreed allocations at the start of the year, with a reconciliation taking place at agreed intervals, such as in months 3, 6 and/or 12 to identify and action any necessary adjustments.

6.13 Each joint funding agreement, including joint budgets, will have a Host Organisation. The Host Organisation will ensure:

6.13.1 invoices are issued and sent to the correct contact in the participating organisation, and

6.13.2 payment is issued and paid to the correct payee in the participating organisation.

6.14 Within any agreement the parties will agree the treatment of each Pooled budget for VAT purposes in accordance with any relevant guidance from HM Customs and Excise.

6.15 In line with standard practice, VAT would be charged on any invoices for contractors. It should be noted, NHS Bodies / Integrated Care Boards are not able to reclaim VAT on Staff recharges so this may need to be considered to make any 'Host' arrangements as financially efficient as possible for all the parties.

SCHEDULE 2 – JOINT POSTS

1 INTRODUCTION

- 1.1** For the purpose of this Schedule 4 – Joint Posts, the reference(s) to the Partners is a reference to the Council, Surrey Heartlands ICB and where applicable Frimley Health and Care ICB.
- 1.2** The Partners agree that there will be some Staff employed in Joint Posts and these will be roles that are required to operate both in and across the Council or Surrey Heartlands ICB. Staff in Joint Posts will have one or more joint responsibilities across the Council or Surrey Heartlands ICB. The Partners that they will delegate responsibilities to and Staff employed by the other Partner for posts identified and agreed as Joint Posts.
- 1.3** Staff in Joint Posts will have one or more joint responsibilities across the Partners.
- 1.3.1 Joint strategic / professional responsibilities e.g., Executive Directors of Adult Social Care and Joint Commissioning.
- 1.3.2 Joint line management responsibilities e.g., Staff employed by the Council managing Surrey Heartlands ICB Staff or overall line management for teams/services with integrated teams
- 1.3.3 Joint financial management responsibilities e.g., Staff in Surrey Heartlands ICB hosted post managing spend of the Council's budget.
- 1.4** The Joint Posts agreed by the Partners and covered by this Agreement are set out below.

Post	Department	Employer	Grade	Responsibilities			Joint Funded (Y/N)
				Strategic / Professional	Line Mngmt	Finance / budget	
Executive Director for Adult Social Care and Joint Commissioning	ICS Executive and Adult Social Care	Surrey County Council	PS18	Yes	Yes	Yes	Y
Joint Executive Director for Public Service Reform	ICS Executive and Adult Social Care	Surrey County Council	PS18	Yes	Yes	Yes	Y
Joint Strategic Chief Digital Officer	ICS Executive	Surrey County Council	PS16	Yes	Yes	Yes	Y
Assistant Director - Health Estates	Public Service Reform	Surrey County Council	PS15	Yes	Yes	Yes	Y
Head of Research	Public Service Reform	Surrey County Council	PS13	Yes	Yes	Yes	Y
Research Officer (SHHCP)	Public Service Reform	Surrey County Council	PS9	No	No	No	N

Strategic Lead – Research	Public Service Reform	Surrey County Council	PS11	No	Yes	Yes	N
Joint Director, Strategic Business intelligence and Analytics	Public Service Reform	NHS Surrey Heartlands ICB	9	Yes	Yes	Yes	Y
Strategic System Convener	Mental Health	NHS Surrey Heartlands ICB	PS16	Yes	No	No	Y
Strategic System Convener	Focus on Children’s and Mental Health	NHS Surrey Heartlands ICB	PS16	Yes	No	No	Y
Strategic System Convener	Focus on Learning Disabilities & Autism and Mental Health	NHS Surrey Heartlands ICB	PS16	Yes	No	No	Y
Health Integration Policy Lead	Public Service Reform	NHS Surrey Heartlands ICB	8d	Yes	Yes	Yes	Y
Director for Integrated Commissioning	Adult Social Care – Commissioning	Surrey County Council	PS16	Yes	Yes	Yes	N
Head of Commissioning – Disabilities	Adult Social Care – Commissioning	Surrey County Council	PS14	Yes	Yes	Yes	N
Head of Continuing Healthcare	Adult Social Care – Commissioning	Surrey County Council	PS14	Yes	Yes	Yes	Y
Deputy Director of Mental Health Commissioning	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	9	Yes	Yes	No	N
Head of Mental Health Commissioning	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	8c	Yes	Yes	No	N
Specialist Commissioner for S117	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	8b	No	Yes	No	N
Specialist Commissioner for S117	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	8a	No	No	No	N
S117 Administrator	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	4	No	No	No	N
MH Commissioner for East Surrey	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	8a	No	Yes	No	N

MH Commissioner for North-West Surrey	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	8a	No	Yes	No	N
MH Commissioner for Guildford	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	8a	No	Yes	No	N
MH Commissioner for Surrey Downs	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	8a	No	Yes	No	N
Business Support for Mental Health Commissioning	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	5	No	No	No	N
NHS Partnerships Manager (Carers)	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	8b	No	Yes	No	N
Senior Programme Lead (Carers)	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	8b	No	Yes	No	N
Senior Commissioning Manager (Carers)	Adult Social Care – Commissioning	Surrey County Council	PS13	No	No	No	N
Primary Liaison and Engagement Officer (Carers)	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	5	No	No	No	N
Programme Support Officer (Carers)	Adult Social Care – Commissioning	NHS Surrey Heartlands ICB	4	No	No	No	N
Commissioning Manager (Carers)	Adult Social Care – Commissioning	Surrey County Council	PS11	No	No	No	N
Director - Commissioning	Children, Families and Lifelong Learning – Commissioning	Surrey County Council	PS16	Yes	Yes	Yes	N
Associate Director of Children's Community Commissioning	Children, Families and Lifelong Learning – Commissioning	NHS Surrey Heartlands ICB	8d	Yes	Yes	Yes	Y
Programme Director for Learning Disabilities, Autism & Children's Complex Health Needs	Children, Families and Lifelong Learning – Commissioning	NHS Surrey Heartlands ICB		Yes	Yes	Yes	N
Head of Integrated Learning Disability & Autism Commissioning	Learning Disabilities & Autism and Mental Health	NHS Surrey Heartlands ICB	8c	Yes	Yes	Yes	Y

Designated Clinical Officer for SEND	Children, Families and Lifelong Learning – Commissioning	NHS Surrey Heartlands ICB	8b	Yes	Yes	No	Y
Head of Emotional Wellbeing and Mental Health Commissioning	Children, Families and Lifelong Learning – Commissioning	NHS Surrey Heartlands ICB	8c	Yes	Yes	Yes	Y
Data Analyst	Children, Families and Lifelong Learning – Commissioning	Surrey County Council	PS9	No	No	No	Y

SCHEDULE 3 – STAFF MANAGEMENT PROTOCOL

1 INTRODUCTION

- 1.1** This protocol outlines the arrangements between the Council and Surrey Heartlands ICB for the management of Staff working in joint and integrated teams and across the Council and Surrey Heartlands ICB. For the avoidance of any doubt, staff employed by Frimley ICB are not part of the joint teams and are not subject to this Schedule.
- 1.2** All Staff are contractually employed by the Council or Surrey Heartlands ICB however some posts may have shared funding arrangements between the Council, Surrey Heartlands ICB and Frimley ICB. This will not impact the terms and conditions of employment for post holders.

2 GUIDING PRINCIPLES

- 2.1** This protocol aims to ensure that all Staff are treated fairly and that the principles for joint working and equality and diversity are upheld. Where there are any problems or difficulties relating to the employment or management of Staff working within the partnership, the aim will be to resolve these at a local management level whenever possible.
- 2.2** The Council or Surrey Heartlands ICB will work together to ensure joint understanding and familiarity with each Partner's working standards / practices. The Council or Surrey Heartlands ICB will develop joint practices and procedures where needed, for example, establishing Joint Posts or shared funding arrangements. Where practicable, the Council or Surrey Heartlands ICB will use common practices / procedures.

3 WORKFORCE LEADS OR NOMINATED MANAGERS

- 3.1** The Council or Surrey Heartlands ICB agree that each Partner, with Staff in joint and integrated teams, will have workforce leads or nominated managers who will work in partnership with senior HR representatives in the Council's or Surrey Heartlands ICB's HR function. The workforce leads or nominated managers will:
- 3.1.1 lead the development and implementation of strategic workforce activities to support the integration and development of the workforce within the joint function.
- 3.1.2 review and develop joint working arrangements, and
- 3.1.3 signpost and support managers to access information and resources to proactively address employee relations issues within their workforce,
- 3.1.4 ensure access to the Council's or Surrey Heartlands ICB's learning, development and induction arrangements are in place and meet the needs of the joint workforce,

4 EMPLOYMENT POSITION OF STAFF

- 4.1** Staff will be employed by the Council or Surrey Heartlands ICB and will be subject to the terms and conditions set out in their contract of employment. The contractual employer will continue to pay salaries and accept all the normal duties and legal responsibilities of any employer including those related to tax, national insurance and pension contributions.
- 4.2** The policies and processes of the contractual employer will apply regardless of where Staff are based and whether they are in a post with joint responsibilities across the Council or Surrey Heartlands ICB.
- 4.3** The full terms and conditions of the contractual employer will apply, successful candidates will not have the option to cherry pick from the Council or Surrey Heartlands ICB e.g., a candidate cannot be employed by the local authority and retain their NHS pension.

5 JOINT POSTS

- 5.1** Some Staff will be employed in Joint Posts and these will be roles that are required to operate both in and across the Council or Surrey Heartlands ICB. Staff in Joint Posts will have one or more joint responsibilities across the Council or Surrey Heartlands ICB.
- 5.1.1 Joint strategic / professional responsibilities e.g., Executive Directors of Adult Social Care and Joint Commissioning.
- 5.1.2 Joint line management responsibilities e.g., Staff employed by the Council managing Surrey Heartlands ICB Staff
- 5.1.3 Joint financial management responsibilities e.g., Staff employed by Surrey Heartlands ICB managing spend of the Council's budget.
- 5.2** Staff employed in Joint Posts may need specific access and IT equipment to undertake joint responsibilities, e.g. access to the Council's or Surrey Heartlands ICB's HR / workforce systems.
- 5.3** Line managers / hiring managers must follow the joint process to request a new Joint Post or to request a change an existing post to a Joint Post, to ensure that Staff have the right delegated authority to undertake the responsibilities of that post, and to guide line managers / hiring managers to undertake related actions.
- 5.4** When recruiting to Joint Posts line managers / hiring managers will be responsible for ensuring that the new postholder has the correct access and IT equipment to undertake joint responsibilities.

6 SHARED FUNDING OF POSTS

- 6.1** Some posts have shared funding arrangements, therefore Partners have an agreement in place for contributions to a Pooled budget.
- 6.2** Line managers / hiring managers must follow the joint process to request new shared funding arrangements or to request changes to existing funding arrangements, to ensure that the right authorisation and agreement is obtained from the Partners.

7 SECONDMENTS

- 7.1** Secondments do not need to be created to enable joint responsibilities to be undertaken across the Council or Surrey Heartlands ICB. Secondments should be used when Staff need to temporarily transfer into another post, partially or fully, and away from their primary job.
- 7.2** Line managers / hiring managers must follow the formal process for any internal and external secondments to ensure that the appropriate approval is obtained, written confirmation is provided to the employee, Staff have the right delegated authority to undertake the responsibilities of that post and that any costs are appropriately charged. Line managers are responsible for confirming in writing any practical arrangements associated with joint roles or line management arrangements.
- 7.3** Staff may be seconded, as appropriate to the circumstances, within their own employing organisation or to the Partner organisation but will remain employees of the original contractual employer.
- 7.4** Staff will continue in already established secondments unless formal changes are made.

8 MEMBERSHIP OF LEADERSHIP TEAMS

- 8.1** Membership of Leadership Teams will be determined by the Executive Director, or equivalent, for the contractual employer.

9 MANAGEMENT OF STAFF

- 9.1** Managers can have line management responsibilities across the Council or Surrey Heartlands ICB; managers will be set up with a record and provided access to the Partner's HR / workforce system to undertake line management activities and access personnel information.
- 9.2** Staff can be line managed by someone from either the Council or Surrey Heartlands ICB.
- 9.3** Staff may be Matrix Managed and have more than one reporting line (solid line and dotted line):
- 9.3.1 a solid line to a primary line manager for formal line management activity, supervision etc, for example approval of leave, expenses,
 - 9.3.2 a dotted line to one or more other managers or work leads.
- 9.4** Managers may have a key contact / mentor / buddy in one of the other Partners to support with line management, help understand the organisation(s) and facilitate how to get things done by the Partners, and for day-to-day supervision of particular pieces of work. Managers will identify suitable contacts and organise such arrangements themselves.
- 9.5** Managers who line manage Staff employed by a different Partner to their own can:
- 9.5.1 access Staff personal and work information.
 - 9.5.2 supervise and undertake performance reviews for those Staff in accordance with the policies and processes of the employing organisation, seeking advice from HR as appropriate.
 - 9.5.3 approve pay progression / make decisions in relation to pay for those Staff in accordance with the policies and processes of the employing organisation, seeking advice from HR as appropriate.

10 ACCESS TO AND INFORMATION OF STAFF WITHIN THE PARTNERSHIP

- 10.1** Managers within Joint Posts with delegated line management responsibilities will:
- 10.1.1 process personal information for Staff administration, training, management information, health and safety, research, recruitment and selection, equal opportunities monitoring and compliance purposes and disclose to the employing organisation and their representatives /agents and third parties whose participation is necessary to fulfil these services.
 - 10.1.2 maintain and make available on request to the employing organisation appropriate management information, including details of absence due to annual, sick or special leave, any unauthorised absence and performance information, in accordance with this Agreement including data protection and confidentiality legislation.
- 10.2** Staff will be notified of changes to reporting lines. Staff will be notified when the line manager does not have the same contractual employer as the Staff they are managing and will have access to personal data and information.

11 STAFF ISSUES AND INVESTIGATIONS

- 11.1** The employing organisation [contractual employer] will be responsible for issues relating to Staff employed by them.
- 11.2** Investigations may be undertaken by either the Council or Surrey Heartlands ICB under the policies and processes of the employing organisation with the agreement of the employer.

- 11.3 The employing organisation will identify a lead for any investigation, and this will be agreed by the Council or Surrey Heartlands ICB and confirmed in writing to all parties. Typically, this will be an appropriate manager within the same employing organisation. Alternatively, it could be an independent investigator, or a manager employed by either the Council or Surrey Heartlands ICB.
- 11.4 Partners will identify and agree the most appropriate person to undertake an investigation, based on the nature of the allegation and on a case by case basis.
- 11.5 The Partner, who is the contractual employer, will manage the outcome and decision. In cases where dismissal may apply, a senior manager from the contractual employer should chair the hearing and would be responsible for communicating the outcome to the employee.
- 11.6 Where agreed by the Partners, formal employee relation (ER) issues should be jointly managed by the Partners. This should be done with due consideration of governance around dismissal. Partners should agree terms of reference at the outset of the process and seek advice from HR as appropriate.

12 POSTS IN STRUCTURES

- 12.1 While joint teams exist and will be formed, each Partner needs to manage and maintain their respective organisational structures and staffing budgets. Each post sits within the structure of either the Council or Surrey Heartlands ICB. The hosting organisation is usually the contractual employer, however there are some exceptions. Posts can be either designated to a specific Partner, for example a nursing role would always sit with the NHS or can be assigned to any Partner.

13 JOB EVALUATION

- 13.1 In the case that a post can only be designated to a specific Partner, the hosting organisation is determined at the outset and the line manager/hiring manager will arrange for the post to be evaluated and graded/banded in accordance with the hosting organisation's job evaluation process.
- 13.2 In the case of a post that is not predominantly assigned to one organisation, the hosting organisation is not necessarily determined at the outset and the successful candidate may determine the contractual employer at the point of hiring.
- 13.3 When a successful candidate requests to be employed by the other Partner, the line manager / hiring manager will arrange for hosting organisation to change and the post grade/band to be matched in value. Line managers/hiring managers must follow the joint process to request approval to change the hosting organisation.

14 RECRUITMENT AND SELECTION PROCESSES

- 14.1 The recruiting manager has overall responsibility for recruitment. They are responsible for ensuring:
 - 14.1.1 the recruitment process and procedures of the organisation that hosts the post are followed;
 - 14.1.2 the relevant HR policies are adhered to;
 - 14.1.3 the appropriate approval to recruit to a post is secured including agreed funding / budget.
 - 14.1.4 that adverts for Joint Posts are put on both NHS and the Council's platforms; and
 - 14.1.5 that one person from each Partner is involved in the recruitment process for Joint Posts including shortlisting and interview questions, unless pre-agreed with the other partners HR team.
- 14.2 Where a post is not predominantly assigned to one organisation, the contractual employer will be determined based on the preference of the successful candidate. In the case that the successful candidate would prefer to be employed by the other Partner rather than the organisation hosting the

post the hiring manager must follow the joint process to request approval to change the hosting organisation.

- 14.3 In the case that the successful candidate has no preference for the employing organisation the organisation hosting the post will be unchanged and the hiring manager will continue the recruitment process.
- 14.4 With any new vacancy or creation of a new post the line manager / hiring manager should find out whether the post should have shared funding arrangements.
- 14.5 Any posts to be recruited will be considered as to whether they will be joint funded.

15 ADVERTISING

- 15.1 All vacancies, secondments and temporary posts will be advertised jointly and across all Partners simultaneously.
- 15.2 Line managers / hiring managers must follow the joint process to request approval for additional expenditure for a Joint Post, for example one off recruitment costs with external party to ensure there is agreement for the additional expenditure.

16 SENIOR APPOINTMENTS

- 16.1 In the case of joint appointments at a senior level hiring managers must go through the governance process for both health and the Council appointments.
 - 16.1.1 In Surrey Heartlands ICB, the standard selection process for very senior managers will be applied in line with national guidance.
 - 16.1.2 In the Council, any leadership role (pay scale PS15 and above), the recruitment and selection process must be led by Council Members.

17 JOINT INDUCTIONS

HR and organisational development staff from each Partner will work together to develop and organise a framework for joint inductions. Line Managers are responsible for organising and delivering induction arrangements and local inductions to cover role and base specific information.

18 LEARNING AND DEVELOPMENT

- 18.1 Staff will be entitled to continued access to training and development opportunities available within their employing organisations. The identification of training needs will be the responsibility of formal line managers. Statutory and mandatory training will be determined and managed by the contractual employer.
- 18.2 Staff development and training will be managed flexibly across the Partners based on best fit.
- 18.3 In the case of Council Staff in an NHS band 8a or above health post, e.g. as an interim, secondment or in a Joint Post, those Staff must sign a conflict of interest declaration.
- 18.4 The Partners will work together to develop joint arrangements for development and training, to ensure that opportunities for are equally available to Staff within the Partners.

19 STAFF INVOLVEMENT AND CONSULTATION

- 19.1 For the purposes of individual negotiation, consultation and representation, the relevant trade union(s) Recognition/Facilities Agreement will be applied. In matters of joint interest in relation to the

partnership, items will still need to be referred back to organisation's own consultative committee for consultation and discussion.

- 19.2** In matters that relate to one Partner's Staff, consultation and representation will take place in accordance with the employing organisation's arrangements. Agreement for facilities time will be in accordance with the Trade Union facilities agreements in place with each Partner.

20 REDUNDANCY AND REDPLOYMENT

- 20.1** Respective contractual employers will be responsible for managing redundancy and redeployment processes for their Staff including consultation and engaging with relevant trade unions.
- 20.2** Redundancy liabilities (cost and redeployment) for shared posts are held by the contractual employers.
- 20.3** Redeployees within jointly funded teams can be ringfenced for other jointly funded posts, regardless of who the employer is (as the contractual employer can be changed).

21 HEALTH AND WELLBEING

- 21.1** Line managers will remain responsible for the safety and welfare of Staff and will be expected to brief an individual Staff member in all aspects of health and safety with regard to any working arrangements in their own buildings, including familiarisation with facilities arrangements and evacuation points and protocols.
- 21.2** The general welfare of Staff will be the shared responsibility of Partners who will work in partnership to safeguard the health and wellbeing of individual Staff.

22 IMPLEMENTATION OF THIS PROTOCOL

- 22.1** Each Partner, as an employing organisation, accepts their responsibilities to ensure this Protocol is appropriately shared with all managers and Staff in the partnership. Senior Manager in each service area will be responsible for ensuring the Protocol is implemented and updated as required.
- 22.2** This Protocol will be kept under regular review.

SCHEDULE 4 – JOINT POST AND SHARED FUNDING PROCESS

Diagram 1. HR and Finance Process for Joint Posts

Please contact Jude.Middleton@surreycc.gov.uk for support in enacting this process.

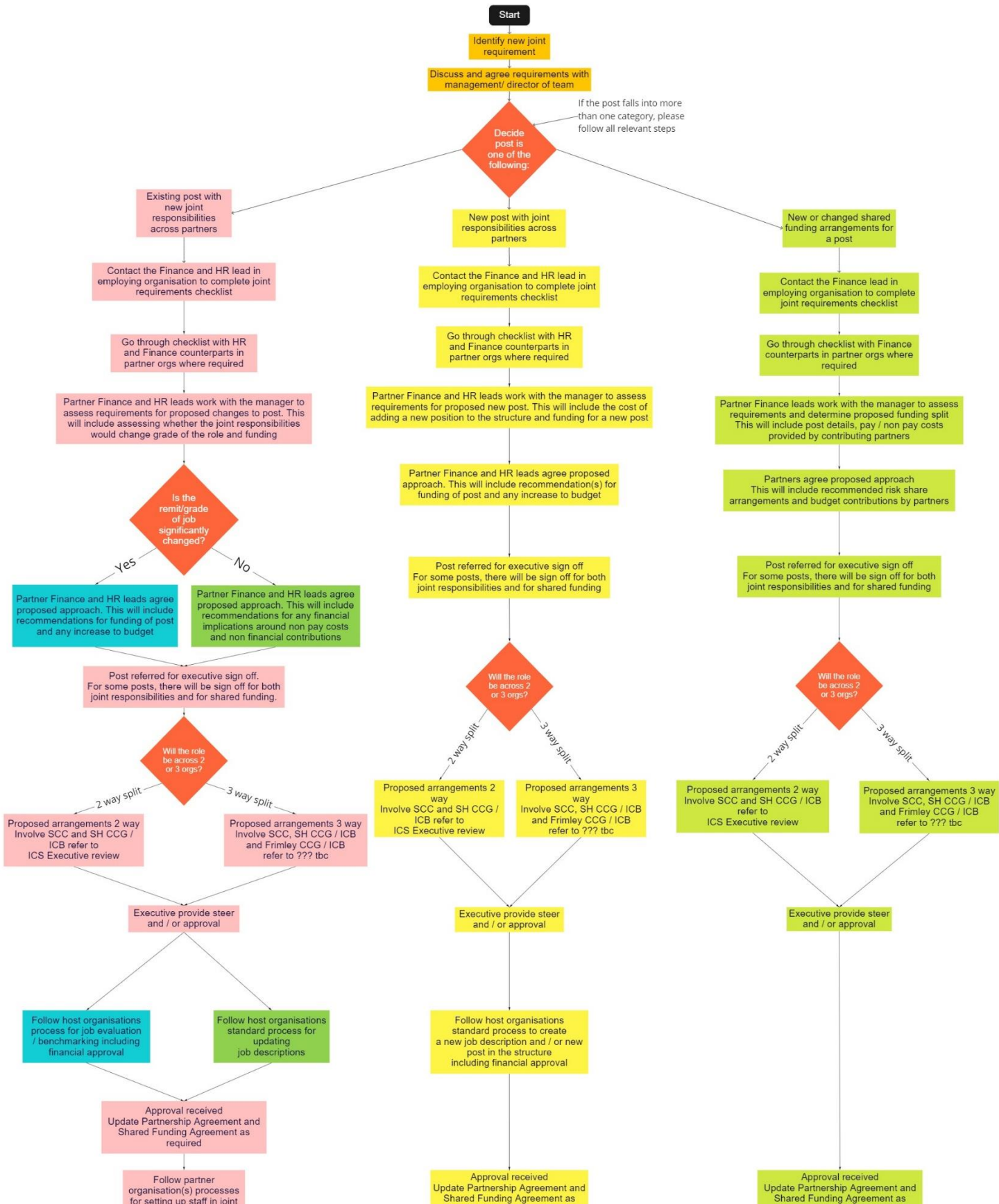
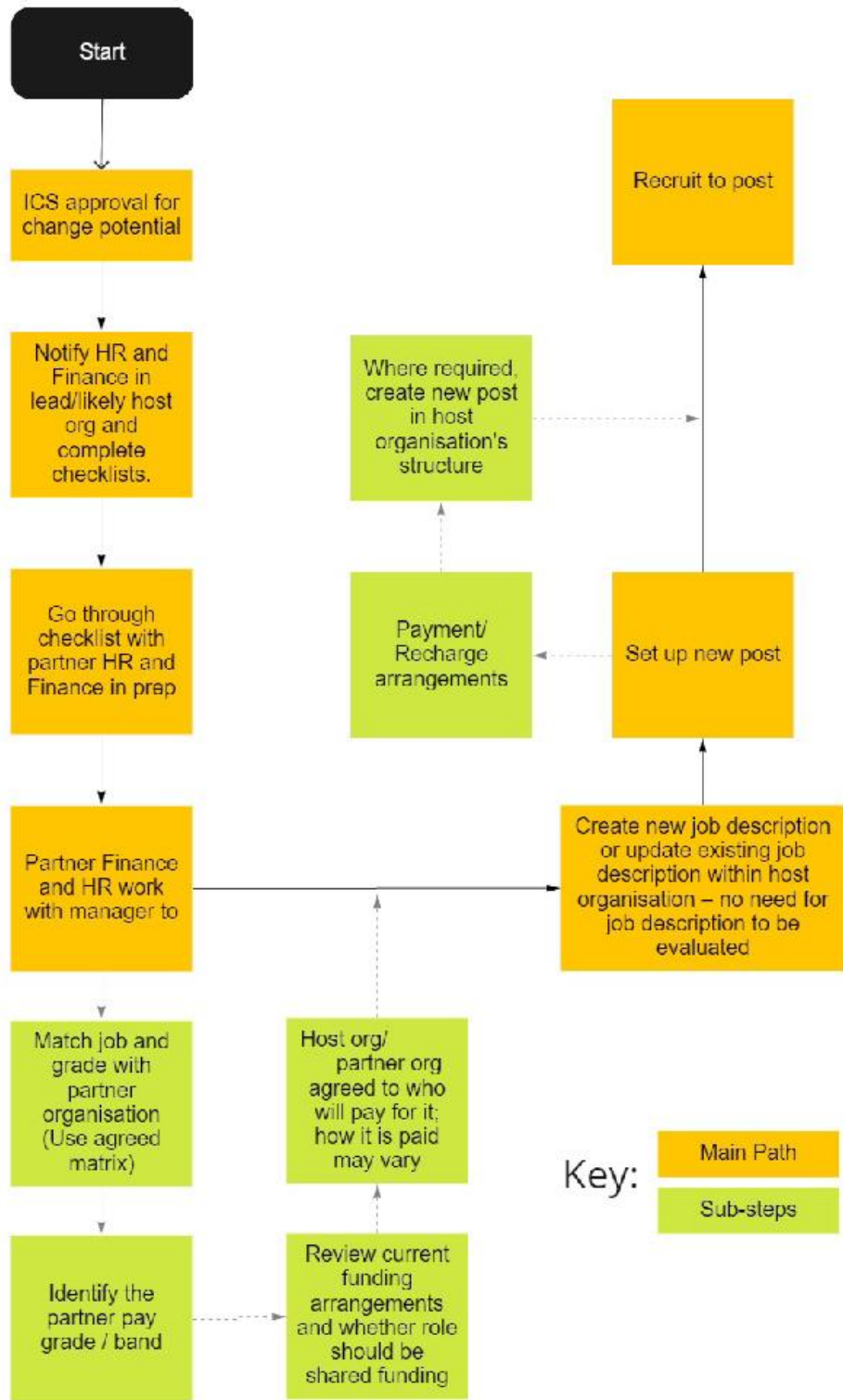


Diagram 2. Process to change hosting organisation

Please contact Jude.Middleton@surreycc.gov.uk for support in enacting this process.



SCHEDULE 5 – IT PRINCIPLES

1 INTRODUCTION

- 1.1 This Schedule outlines the IT principles and the arrangements between the Council and Surrey Heartlands ICB ('the Partners') for the provision of IT equipment, applications and access.

2 ACCESS TO PARTNER APPLICATIONS AND SYSTEMS

- 2.1 Staff working in joint teams, across the partnership and / or undertaking joint responsibilities may need access to Partner applications and systems.
- 2.2 Partners will arrange access to relevant applications and systems for Staff in Joint Posts to enable them to undertake their joint responsibilities for the Partner.
- 2.3 Partners will enable access to certain applications and systems for Staff working in joint teams and across the partnership to support collaborative working and integrated activity.
- 2.4 In the County of Surrey there is an ambition and wider programme of work to align digital infrastructure and join up potential systems to support efficient and effective working across organisational boundaries. The Partners acknowledge that until that ambition is realised there will need to be other arrangements in place to provide the access that enables Staff to work together.
- 2.5 The employing organisation is responsible for providing equipment and appropriate access to their Staff. Staff working across the partnership and / or undertaking joint responsibilities may need to be provided with additional IT equipment by the Partners to access required applications and systems.

3 ACCEPTABLE USE POLICY

- 3.1 The Partners will ensure that Staff are made aware of their responsibilities for the proper use of IT equipment, systems and applications, as well as data. All Staff must comply with their employer's policies, procedures, and published guidance.
- 3.2 The Partners agree that each Partner's Acceptable Use Policy, in principle, mutually covers the use of each Partner's IT equipment, systems and applications, and related services. Any key differences will be recorded and notified to Staff in writing as appropriate.

4 COLLABORATION PLATFORM

- 4.1 The Partners agree that there will be a shared online collaboration platform (the "Collaboration Platform") put in place to support joint working activity across Partners by enabling Staff in the Partners to store and share data and documentation with each other.
- 4.2 The Partners agree that representatives of the Staff will jointly develop an approach to managing, maintaining, and using a shared platform. Prior to the development of a joint approach and new way of working the following initial principles will apply:
- 4.2.1 Staff will use a nominated and approved Collaboration Platform as a virtual workspace where resources, files and tools will be centralised for joint working and integrated approaches;
- 4.2.2 If one Partner hosts the Collaboration Platform, that Partner will have full administrative control over the space. As host, they will provide advanced support for the Collaboration Platform, when required.
- 4.2.3 the Partners will operate the collaborative platform in accordance with the Surrey Heartlands Health and Social Care Information Sharing Agreement (ISA) and adhere to the associated Processing and Sharing Specifications;

- 4.2.4 the Partners will have joint data sharing control, with Surrey Heartlands ICB as lead controller;
- 4.2.5 Staff in the Partners will only copy Children's and Adult's personal data that is relevant to joint working and integrated commissioning activity to the Collaboration Platform. Staff will not copy any personal data and information over that predates the execution of this Agreement by the Partners.
- 4.2.6 each Partner will have nominated owners for the Collaboration Platform. At least 1 owner will be nominated for each group to provide leadership for the development of the shared area and make decisions about its use. For example, the Adult Social Care Team may have 1 owner for continuing health care area and 1 owner for mental health area.
- 4.2.7 each Partner will have nominated administrators for the Collaboration Platform. A minimum of 2 administrators will be nominated from the Partners for each group of users to provide basic administration, such as creating folders, and to be responsible for managing user access. For example, the Children's Commissioning Team may have 1 administrator from one Partner and 1 administrators from the other Partner. Administrators may also provide basic operational support in the use of the Collaboration Platform.

5 PROVISION OF EQUIPMENT

- 5.1 In the County Surrey there is an ambition and wider programme of work to align digital infrastructure and join up potential systems to support efficient and effective working across organisational boundaries. The Partners acknowledge that until that ambition is realised there will need to be other arrangements in place to provide the IT equipment and access that enables Staff to work together.
- 5.2 The employing organisation is responsible for providing equipment and appropriate access to their Staff. Staff working across the partnership and / or undertaking joint responsibilities may need to be provided with additional IT equipment by the Partners to access required applications and systems.
- 5.3 Each Partner agrees to provide equipment to Staff in Joint Posts, who are not employed by their own organisation, where needed. Additionally, there may be Staff in roles that undertake activities, such as support roles, where access to the Partners' applications and systems are needed.

6 USER ACCOUNTS

- 6.1 Partners will aim to join ("Federate") systems and services between the Partners, where possible, to allow use of their hosting organisation logins /email addresses and the associated passwords. Partners will agree the use of particular services and each Partner will configure associated authentication / authorisation. For example, one Partner will give access rights to a user of the other Partner, using their existing identity to access the finance system.

7 IT SUPPORT

- 7.1 In cases where Staff have a technical issue or request relating to Partners applications, systems or IT equipment, in the first instance they should direct their enquiry to their own organisation's IT support function. Any request for support should follow the usual process and procedures.
- 7.2 The IT support function will assess and triage the problem and will either help resolve the issue directly or, if required, refer Staff to the Partner's support function to resolve.
- 7.3 When Staff have an issue or request relating to the Collaboration Platform in the first instance they should contact a nominated administrator for the site. If it is a technical issue, Staff will be sign-posted to their own IT support function.

8 EMAIL ADDRESSES

- 8.1 In cases where Staff have an email address in both Partners organisations, Staff will be advised to nominate one as their primary email addresses, typically their employing organisation.

8.2 Staff will be able to access their email account through an email client such as MS Outlook or through a browser.

8.3 When creating and updating email contact lists, each Partner should aim to use a Staff member's primary email address, rather than copying emails and calendar invites to both addresses.

9 CALENDARS

9.1 Calendars systems will be joined between the Partners. Staff will be able to view the availability of colleagues in the partnership through the scheduling assistant in MS Outlook.

10 STARTERS / LEAVERS

10.1 Staff that are changing their role within a Partner and leaving and joining another team, should have their access updated as appropriate.

10.2 Staff that are starting at, or leaving, a Partner should have their accounts created or disabled as part of standard user lifecycle management.

10.3 When Staff start in a role or team where they will need additional access to applications and systems of the other Partner, the line manager is responsible for ensuring that access is requested and arranged. The line manager is also responsible for requesting additional equipment, where required to access the applications and systems of the other Partner.

10.4 More importantly, line managers must notify when Staff are leaving or have left the organisation or a role that requires that additional equipment, access to those applications and systems.

10.5 It is important that the Partner that has provided equipment or access:

10.5.1 has that equipment returned to them.

10.5.2 is notified so that they can remove and/or disable access and/or accounts and comply with any audit conditions of the hosting organisation.

11 IT TRAINING

11.1 Partners agree the principle of aligning training where possible and acknowledge the importance of consistent IT approach across joint and integrated teams, irrespective of who Staff are employed by.

12 IMPLEMENTATION OF THESE PRINCIPLES

12.1 Each Partner, as an employing organisation, accepts their responsibilities to ensure these principles are appropriately shared with all managers and Staff in the partnership. Service area managers are responsible for ensuring the Protocol is implemented and updated as required, with support from other colleagues where necessary.

12.2 These Principles will be kept under regular review.

SCHEDULE 6 – SECTION 75 SCHEDULE

1. BACKGROUND

- A. Increased joint working between Partners to integrate strategic planning, commissioning and service provision has led to increased joint staffing arrangements. Staff are undertaking activities and responsibilities across the Partner organisations and acting on behalf of one another.
- B. In addition, a number of posts have been created that are accountable to more than one Partner, employed by one organisation, that have joint responsibilities that span across the Council and Surrey Integrated Care Boards. Certain posts already have shared funding arrangements between two or more Partners.

2. PURPOSE OF THIS SECTION 75 SCHEDULE

- A. The purpose of this Section 75 Schedule is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also a means through which the Partners will pool funds and align budgets as agreed between the Partners.
- B. The purpose of this Section 75 Schedule is to set out the terms and principles on which the Partners have agreed to Pool Budget for staffing costs for Joint Posts which two Partners have agreed shared funding arrangements for.
- C. This Section 75 Schedule is not a means through which the Partners will pool or align budgets for anything other than the posts which Partners have agreed shared funding arrangements for. Any such shared funding for other areas of expenditure will be governed by separate arrangements or agreements.

3. AIMS OF THIS SECTION 75 SCHEDULE

- A. The aims of the Partners are to:
 - a. share costs of Joint Posts for which two or more Partners have agreed shared funding arrangements for.
 - b. make decisions in an efficient manner.
 - c. ensure there is clear governance in place to evidence each Partner's funding share of posts for which two or more Partners have agreed shared funding arrangements for.
 - d. ensure the costs of all posts with shared funding arrangements are accounted for correctly in line with each Partner's agreed funding share.

4. EXPECTED BENEFITS

- A. The expected benefits of the Partners in entering into this Agreement are to:
 - a. Increase transparency of costs within the partnership leading to more effective use of resources
 - b. Ensure that each Partner contributes its agreed funding share towards the cost of each post with shared funding arrangements.
- 4.1 Partners agree to share the costs for the posts identified in Schedule 4 – Joint Posts and Shared Funding Process of the Partnership Agreement effective from 1st April 2021 or whenever members of staff commence working in joint posts agreed to be part of the agreement. At the end of each year the Host Partner will reconcile the actual expenditure and contributions and determine any monies owed.

- 4.2 Only expenditure associated with Staff in post performing joint roles will be rechargeable to each Partner.

5. SCOPE OF THIS SECTION 75 SCHEDULE/ STAFFING BUDGET TO BE COVERED

- 5.1. This Schedule shall include the staffing costs for Joint Posts, as agreed from time to time by the Partners and set out in Schedule 4 – Joint Post and Shared Funding Process.
- 5.2. This Agreement shall include the staffing costs for agreed posts that:
- 5.2.1. are accountable to more than one Partner.
- 5.2.2. supports the delivery of Partner integrated health and social care strategies.
- 5.3. Each Partner acknowledges that it is the responsibility of each Partner to ensure that they gain the appropriate internal approval to agree their Financial Contribution to the Pooled budget.

6. ESTABLISHMENT OF A POOLED BUDGET

- 6.1. This Agreement is for establishing and managing a Pooled budget for staffing costs for Joint Posts which two or more Partners have agreed shared funding arrangements for as set out in Schedule 4 – Joint Posts and Shared Funding Process.
- 6.2. This Pooled budget shall be managed and maintained in accordance with the terms of this Agreement.
- 6.3. Partners agreed that the budget held in the Pooled budget will only include the following costs (“Permitted Costs”):
- 6.3.1. Pay Costs, which include all the on-costs related to pay for each respective Partner organisation.
- 6.3.2. Non-Pay Costs will include but are not limited to:
- a) Provision of mobile phones and network charges, where use is required by the post holder, and is in line with relevant corporate policy;
 - b) Travel expenses in line with relevant corporate policy;
 - c) Other relevant costs specific to a Joint Post for reasonable adjustments to perform their role;
 - d) Issuing laptops; and
 - e) Recruitment costs.
- 6.4. The Partners may only depart from the definition of Permitted Costs to include or exclude other costs with the express written agreement of each Partner, respective of the Governance arrangements outlined in Clause 9 and Schedule 2 of the Integrated Commissioning Memorandum of Understanding.

7. POOLED BUDGET MANAGEMENT

- 7.1. Pursuant to this Agreement, the Partners agree that the Council shall be the Host Partner for the Pooled budget set out in this Section 75 Schedule.
- 7.2. The Host Partner shall be the Partner responsible for:

- 7.2.1. establishing the financial and administrative systems and support necessary to enable the effective and efficient management of the Pooled budget, meeting all required accounting and auditing obligations.
 - 7.2.2. holding the Pooled budget, on behalf of itself and the other Partners, that Partners have agreed to contribute to.
 - 7.2.3. appointing the Pooled Budget Manager; and
 - 7.2.4. ensuring that the Pooled Budget Manager complies with its obligations under this Agreement.
- 7.3. The Pooled Budget Manager for this Pooled budget shall have the following duties and responsibilities:
- 7.3.1. calculating each Partner's estimated annual contribution to the Pooled budget based on the costs of each Joint Post provided by the employing Partner and each Partner's agreed funding share for each post.
 - 7.3.2. the day-to-day operation and management of the Pooled budget;
 - 7.3.3. ensuring that all budget in the Pooled budget is spent in accordance with the provisions set out in Section 3 of this Agreement.
 - 7.3.4. maintaining a record and details about all agreed posts, the funding shares agreed between Partners and associated risk sharing arrangements.
 - 7.3.5. ensuring that full and proper records for accounting purposes are kept in respect of the Pooled budget.
 - 7.3.6. undertaking quarterly reconciliations and producing quarterly updates for Finance leads in each Partner organisations.
 - 7.3.7. undertaking annual reconciliations and calculating any net contribution owed by or net reimbursement due to each Partner.
 - 7.3.8. producing and submitting exception reports for overspends to escalate to senior finance managers within Partner organisations and to the agreed representatives set out in Schedule 4 – Joint Post and Shared Funding Process.
 - 7.3.9. producing and issuing invoices to Partner organisations at the end of the Financial Year, if contributions are owed.
 - 7.3.10. facilitating an annual review with Finance Leads in Partner organisations on the management of the Pooled budget and producing an annual report to share with Partner organisations.
- 7.4. The Partners agree to confirm their actual monthly expenditure for Pay Costs and Non-Pay Costs for each agreed post, to enable the Pooled Budget Manager to administer the Pooled budget.
- 7.5. The Partners agree to provide all necessary information to the Pooled Budget Manager in time for the reporting requirements to be met to comply with any reporting requirements as set out in this Agreement.
- 7.6. The Partners agree that should they receive an invoice in error from a Partner for a Joint Post that is part of the Pooled budget they will return this invoice to the Partner unpaid as all costs for Joint Posts with shared funding arrangements should be managed through the Pooled budget.

- 7.7. The Partners agree that, unless by agreed exception, Surrey Heartlands ICS will collect the contributions for this S75 pooled budget from Frimley Health and Care ICS and invoicing will take place between Surrey County Council and Surrey Heartlands ICS.

8. FINANCIAL CONTRIBUTIONS AND RISK SHARING ARRANGEMENTS

- 8.1. Any Financial Contributions agreed to be held within this Pooled budget will be notionally held in a fund established solely for the purposes agreed by the Partners. For the avoidance of doubt, this Pooled Budget does not constitute a pooled fund for the purposes of Regulation 7 of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000.
- 8.2. The Financial Contributions and associated risk sharing arrangements of the Partner organisations to the Pooled budget for the First Financial Year are set out in Schedule 4 - Joint Post and Shared Funding Process.
- 8.3. The Financial Contributions and associated risk sharing arrangements of the Partner organisations to the Pooled Budget for each subsequent Financial Year of operation shall be subject to annual review by the Partners.
- 8.4. The Partners have documented and agreed a process, provided in Schedule 4 - Joint Post and Shared Funding Process of this Agreement. The process will ensure that any changes or additions to shared funding arrangements and this Pooled budget go through the required approval channels set out in Schedule 4 - Joint Post and Shared Funding Process.
- 8.5. Financial Contributions and risk sharing arrangements will be committed as set out in Schedule 4 - Joint Post and Shared Funding Process.

9. VARIATIONS TO BUDGETED CONTRIBUTIONS TO THE POOLED BUDGET

- 9.1. Partners will submit actual monthly expenditure for Pay and Non-Pay costs for each shared funding post to the Host Partner. The Pooled Budget Manager will undertake quarterly reconciliations and will monitor the Pooled budget for overspends and underspends against the budgeted costs of each shared funding post.
- 9.2. If a Partner identifies a likely cost pressure in relation to a shared funding post where they are the employer, then they will notify the other Partners who fund the post as soon as reasonably practical so the Partners can agree how to manage these cost pressures. The funding of these cost pressures will be agreed and documented through the governance arrangements as set out in Section 9 and Schedule 4 of the Partnership Agreement for all joint posts.
- 9.3. Partners agree that unless by written exception the contributions required from each Partner to the Pooled budget will be managed in total across all posts in line with each Partner's agreed funding share of each shared funding post. As such, all variations for shared funding posts (whether higher or lower than the budgeted contribution) will be considered collectively to determine whether a Partner is required to contribute more or less to the Pooled budget than their total budgeted contribution across all the posts for which they have agreed to fund a share of the costs.
- 9.4. For the avoidance of doubt, this total Pooled budget position will be calculated by apportioning the actual costs incurred for each post (rather than the budgeted cost) across Partners based on each Partner's agreed funding share of each shared funding post.
- 9.5. One or more Partners may by written exception request that a variation (overspend or underspend) to the budgeted contribution for a shared funding post is treated separately to variations for other posts in the Pooled budget. This might occur for instance if there was a very significant overspend or underspend for a post. In such instances, Partners will agree in writing an alternative arrangement to the funding of the variation to the budgeted contributions for this post so that this can be applied in the final year-end Pooled budget reconciliation. Partners commit to acting in good faith in requesting such arrangements so as to avoid wherever possible creating financial pressures for one or more Partners as a result of an exceptional funding arrangement for a specific post.

9.6. All arrangements will be managed in line with the Partners respective Constitutions and/or Scheme of Delegation, and each Partners governance.

10. VAT

10.1. The Partners shall agree the treatment of this Pooled budget for VAT purposes in accordance with any relevant guidance from HM Customs and Excise.

11. BILLING AND PAYMENT PROCESSES

11.1. The Pooled Budget Manager will produce and issue invoices to Partner organisations for any net contributions owed or a reimbursement for any monies owed to Partner organisations at the end of the Financial Year.

11.2. Partners agree to pay any invoices in line with normal and standard payment terms and timescales.

11.3. If invoices are not paid within the standard payment terms and timescales, the issue will be escalated and escalated as necessary to senior stakeholders as required in each organisation.

12. OMBUDSMAN

The Partners will co-operate with any investigation undertaken by the Parliamentary and Health Service Ombudsman or the Local Government and Social Care Ombudsman (or both of them) in connection with this Agreement.

13. FINANCIAL CONTRIBUTIONS TO THE POOLED BUDGET

13.1 Table 1 below shows the estimated contributions required from the three Partners in 2022/23 to Joint Posts noted within Schedule 4 of this Agreement. It is accurate as of 17th November 2022 and will continue to be updated as changes to jointly funded posts are agreed by partners.

	Surrey County Council £000	NHS Frimley CCG £000	NHS Surrey Heartlands CCG £000	Total £000
2022/23 estimated contribution from each partner organisation	935	45	984	1,963

Table 1: 2022/23 estimated contributions

13.2 Table 2 below shows the actual contributions due from the three Partners in 2021/22 to the Joint Posts, which were live in 2021/22, noted within schedule 4 of this agreement. It is accurate as of 17th November 2022.

	Surrey County Council £000	NHS Frimley CCG £000	NHS Surrey Heartlands CCG £000	Total £000
2021/22 actual contribution due by each partner organisation	701	33	703	1,437

Table 2: 2021/22 actual contributions due

Surrey Integrated Commissioning Memorandum of Understanding

This Memorandum of Understanding is dated 14th December 2022

Between

Frimley Integrated Commissioning Board of Aldershot Centre for Health, Hospital Hill,
Aldershot, GU11 1AY

Surrey Heartlands Integrated Commissioning Board of Woodhatch Place, 11 Cockshot Hill,
Woodhatch, Reigate, RH2 8EF

Surrey County Council of Woodhatch Place, 11 Cockshot Hill, Woodhatch, Reigate, RH2
8EF

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1. Background

- 1.1. There are two documents, containing three main sections, which support the integrated and collaborative commissioning arrangements in Surrey:
 - This Integrated Commissioning Memorandum of Understanding (MoU) - setting out high level principles for our way of working, including host and lead commissioning arrangements between the three partners.
 - Integrated Commissioning Partnership Agreement - is the framework within which integrated teams and joint posts can operate without the need for individual secondment agreements.
 - Section 75 of the NHS Act 2006 - allows partners (NHS bodies and councils) to contribute to a common fund which can be used to commission health or social care related services. This is a Schedule within the Partnership Agreement.
- 1.2. This document reflects the status of how integrated commissioning has been and is currently operating, with high level principles and a schedule of who is responsible for commissioning what across Surrey County Council, Surrey Heartlands ICB and Frimley ICB. It is recognised that this document reflects the current position and that there is a commitment from all parties to a next phase of work, which develops and transforms our commissioning approach and will require these documents to be updated to reflect the system's agreed shared ambition moving forward. This will take place in the next 6 months.
- 1.3. Each of the Parties will be responsible, and shall remain responsible, for the performance and exercise of its statutory duties and functions for commissioning Health and Care Services to meet the needs of its population.
- 1.4. The Parties wish to enter a MoU through which to work together, commission the services and manage the commissioning contracts.
- 1.5. The services (at a high level) within scope of this agreement are detailed in Schedule 2.
- 1.6. The Parties wish to record the basis on which they will work together. This MoU sets out:
 - the principles; and
 - the respective roles and responsibilities of the Parties.

2. Status of this MoU

- 2.1. If there is any conflict between the terms of this MoU and the terms of the Commissioning Contract(s), the contract(s) will prevail. The terms of this MoU relate to the interaction between and mutual responsibilities of the named Parties and not the relationship with the provider of services
- 2.2. Without prejudice to clause 2.1, if the Commissioning Contract(s) is varied, this MoU shall, to the extent necessary, be interpreted as including such variation as may be necessary to make this MoU consistent with the Commissioning Contract.

3. Principles

3.1 The Parties agree to the following overarching principle in relation to this MoU:

- This commissioning memorandum of understanding is a living embodiment of the way we want our integrated commissioning approach and model to operate. This means it will be a live document, which we will consider every quarter and refresh as necessary. We will self-evaluate against the principles and ways of working set out in this document, learning and improving as an ongoing process. At a minimum this MoU will be updated yearly.

3.2 The Parties agree to follow these principles of working together, in relation to this MOU:

- At all times to act in a positive, proactive and inclusive manner towards each other
- To work toward a reduction in health inequality, improvement in health and well-being with a clear focus on population health & care, safety and experience
- To collaborate and co-operate to work towards ensuring that the commissioning ambitions and intentions of each of the statutory organisations are met
- To communicate openly about major concerns, issues or opportunities relating to the agreement
- To learn from best practice of other organisations undertaking commissioning activities and to seek to develop as a collaborative to achieve the full potential of the relationship
- To share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost
- To adhere to statutory powers, requirements and best practice to ensure compliance with applicable laws and standards including those governing procurement, data protection and freedom of information
- To manage internal and external stakeholders effectively

4. Functions of the MoU

4.1. Relationship between Parties

Each Party will have regard to the needs and views of all the Parties, irrespective of the size of any of the respective Holdings of the Parties and as far as is reasonably practicable to take such needs and views into account, including (without limitation):

- during all aspects of the negotiation of the Commissioning Contract(s); and

- during the agreement or negotiation of any quality standards, performance indicators or incentive schemes (including CQUIN schemes);
- During conversations around transforming services for the Surrey population and associated joint investment decisions
- As ICS structures develop including the emergence of provider collaboratives, place and their role in undertaking commissioning activities
- During co-design and co-production work with people and communities

4.2. Work collaboratively in the planning, securing and monitoring of Commissioned Services so that each Party is able to:

- Create opportunities whenever and wherever possible to enable effective working between all partners;
- Provide information to support the planning (including needs assessment) and design for services; including providing information when requested on market management and performance ;
- Support the review of services, helping to manage the introduction of new services, drugs and technologies and oversee the implementation of NICE and/or other national guidance or standards relating to services;
- Reach a consensus view together on the range of services being Commissioned together;
- Agree and establish an effective approach to the commissioning input into clinical networks, local commissioning fora and partnerships;
- Actively engage, co-design and co-produce with residents, patients and service users and their carers and families;
- monitor and review the effectiveness of the Collaborative, its Collaborative Forum and sub groups;
- develop workforce plans;
- monitor and control disclosure of NHS and Social Care confidential information to providers, and use of Providers' confidential information by the Parties and within the NHS, as required by Law or the Commissioning Contract; and
- provide management information to the Parties on both the cumulative overview and each member's local perspective.

5. Roles and responsibilities

- 5.1 The Parties shall set out their respective Roles and Responsibilities in respect of the services, as listed in Schedule 3.

6. Governance

- 6.1 The parties have agreed that the Surrey Health and Care Commissioning Collaborative will act as the collaborative forum for the services within scope of this document. Terms of reference for this forum are attached as Schedule 5.
- 6.2 Surrey-wide Commissioning Committees in Common (CiC) is established. CiC exercises oversight for health and social care commissioning across Surrey including any responsibilities delegated from local and national partners. CiC may only make decisions that the Surrey Integrated Care Systems Governing Bodies (Surrey Heartlands ICB and Frimley ICB) and the Council's Cabinet has delegated to it. More information can be found on the [Council's website](#).
- 6.3 Where there are decisions that partners cannot agree on and/or require further escalation to the senior leadership across Surrey County Council and ICSs, these will be escalated by both or one of the partners to the relevant ICS Executive (Surrey Heartlands and Frimley Health and Care) and Executive Director for Children, Families and Lifelong Learning as an urgent risk with potential options for resolution at the next appropriate meeting of the relevant Executive.

7. Information and reporting

- 7.1 The Parties will agree the dates and processes to meet the overall objectives of the MoU.
- 7.2 Each Party will provide each of the other Parties with any information it receives from the Provider in accordance with the provisions of the Commissioning Contract prior to the next routine meeting of the Collaborative Forum.
- 7.3 Each Party shall provide each other Party with such information as may be required in a timely manner to enable all relevant matters to be negotiated with the Provider. In relation to the information required to be delivered by the Provider to the Parties under the Commissioning Contract, the Parties shall agree the range and scope of such information in order to ensure that the individual requirements of each Party are met.

8. Obligations of each party

- 8.1 Statutory obligations and duties. Each Party remains responsible for:
- performing and exercising its statutory duties and functions for delivery of the defined Services to its population;
 - making decisions relating to its policy, for committing commissioning resources and for making commissioning decisions for its health economy; and
 - liabilities arising as a result of the exercise of its functions.
- 8.2 The Parties shall agree that each Party remains responsible for modelling its own demand (in the first instance).

9. **Payment**

- 9.1 All monies are covered by separate agreements.
- 9.2 A 'partnership agreement' is in place that accompanies this MOU and confirms the monies provided by each Party for the shared staffing managed by the host commissioner.

10. **Indemnity**

- 10.1 Any other contract will set out the indemnity arrangements that will operate under that contract. No indemnity is created by this Agreement.

11. **External activities**

- 11.1 To avoid doubt, any Party may at any time outside the scope of the Collaborative, enter into contracts for the commissioning of services or products other than the Services, whether from a single or many providers.

12. **Expiry and termination**

- 12.1 This MoU will terminate following a mutual decision of the Parties to terminate the Agreement. Such termination shall be without prejudice to any accrued rights or remedies arising or accrued under any other agreement.

13. **Notices**

- 13.1 Any notices given under this MoU shall be in writing and shall be served by hand, post, or E-mail by sending the same to the address for the relevant Party or in relation to Commissioning Contracts as set out in each Commissioning Contracts, or to such address as a Party may notify to all other Parties from time to time.
- 13.2 Notices:
- by post shall be effective upon the earlier of actual receipt, or five (5) Operational Days after mailing;
 - by hand shall be effective upon delivery;
 - by E-mail shall be effective when sent in legible form subject to no automated response being received.

14. **Dispute resolution**

- 14.1 Any dispute arising out of the way the MoU is operating shall be resolved in accordance with the process set out in this clause 14.
- 14.2 Initial discussions will be held at the Surrey Health and Care Commissioning Collaborative with the intention of agreement by consensus.

- 14.3 Should resolution not be possible at this stage, escalation will be made to the Chief Executive Officers of the parties, who will meet within 10 Operational Days to consider the issues and seek to agree a resolution.
- 14.4 Where resolution is not possible at this stage an independent adjudicator will be appointed jointly by the parties. The decision of the adjudicator will be recorded in writing and accepted as binding by all Parties.
- 15. Commissioning support**
- 15.1 Where the Parties enter into an agreement for commissioning support with a CSU the scope of the CSU's role and responsibilities in relation to this Agreement and the Commissioning Contracts will be set out in that agreement.
- 16. Variations**
- 16.1 Where the Parties agree a variation to this Integrated Commissioning MoU, the Parties shall set out the Variation in Schedule 4.
- 16.2 The Variation shall be agreed unanimously by the Parties.
- 16.3 Where the Variation is not agreed unanimously it will be withdrawn.
- 17. Consequence of expiry or termination**
- 17.1 The Parties to this agreement recognise their continuing responsibilities in relation to the performance of functions and liabilities under this Agreement. This liability extends, insofar as is required, beyond expiry or termination of the Collaborative Commissioning Agreement.

IN WITNESS WHEREOF the Parties have signed this Agreement on the date shown below

Frimley Integrated Commissioning Board
Authorised Officer **Date**

Surrey Heartlands Integrated Commissioning Board
Authorised Officer **Date**

Surrey County Council
Authorised Officer **Date**

SCHEDULE 1 – Definitions

ICB	An Integrated Commissioning Board
Chair	The person respectively appointed by the Commissioning Collaborative
Collaborative	The collaborative commissioning group formed by the Parties under this Agreement.
Collaborative Commissioning	The collaborative approach to commissioning undertaken by a group of Commissioners under this agreement
Surrey Strategic Health and Care Commissioning Collaborative	The group of the Collaborative established by the Parties as described in clause 6 of this Agreement
Contract Year	The period of 12 months beginning on the 1st April in any year.
CSU	Commissioning Support Unit. The body that has been appointed by one or all of the Parties through a separate services contract to support the commissioning organisation with the delivery of its functions under this Agreement and the Commissioning Contract
Dispute Resolution	The process agreed by the Parties and set out in clause 14
E-mail	A communication by electronic mail, marked with a 'read receipt'
Commissioning Contract	The contract or contracts entered into or to be entered into by the Parties to this Agreement and a provider or providers of Health and Care services - details of which are set out in Schedule 2 as varied and/or extended in accordance with its or their terms
Parties	The Organisations whose names appear at the head of this Agreement
Provider	The provider of the services under each Commissioning Contract
Services	The services commissioned under each Commissioning Contract
Sub group	A sub group of the Commissioning Collaborative.

SCHEDULE 2 – Governance arrangements

1. INTRODUCTION

- 1.1 This Schedule outlines the governance arrangements between the Partners in relation to the governance of integrated commissioning arrangements, joint teams and joint posts.

2. SURREY-WIDE COMMISSIONING COMMITTEES IN COMMON (CiC)

- 2.1 The purpose of Surrey-Wide Commissioning Committees in Common (CiC) is to exercise oversight of health and social care commissioning across Surrey including any responsibilities delegated to it from local and national partners. CiC is outcomes led and takes into account best clinical and social care practices and the views of the citizens and Service Users of Surrey.
- 2.2 The Committee is accountable to Integrated Care Board Governing Bodies and the Council Cabinet and may only make decisions that have been delegated to it, as outlined in Surrey-Wide Commissioning Committees in Common's Terms of Reference.
- 2.3 CiC develops and discusses proposals and makes aligned decisions relating to the commissioning of Surrey health and social care services. CiC is responsible for taking commissioning decisions within the scope / set of functions delegated to it by local and national partners.

3. MEMBERSHIP OF SURREY-WIDE COMMISSIONING COMMITTEES IN COMMON (CiC)

- 3.1 CiC brings together representatives from the Partners and NHS England. Details of the CiC Membership and Quorum are provided in its Terms of Reference.

4. MEETINGS OF THE SURREY-WIDE COMMISSIONING COMMITTEES IN COMMON (CiC)

- 4.1 CiC meets formally on a quarterly basis and has an annual rolling programme of meetings dates and agenda items.

5. SURREY HEALTH AND CARE COMMISSIONING COLLABORATIVE

- 5.1 The purpose of Commissioning Collaborative is to provide a leadership forum to bring together strategic commissioners from the Council and the Surrey Integrated Care Boards/Integrated Care Systems to identify the opportunities for integration and collaboration and agree how best to implement them to ensure consistency of approach.
- 5.2 The responsibilities of the Commissioning Collaborative are:
- 5.2.1 Acting on behalf of the Surrey Health & Wellbeing Board to promote and enable health and social care integration.
- 5.2.2 Identifying the opportunities for integration and collaboration and agreeing collectively the most effective way to implement them.

- 5.2.3 Enabling decision-making and leadership at a locality level where it will secure the best outcomes for the people we service.
- 5.2.4 Providing strategic oversight and an escalation route for all collaborative contracting arrangements across Surrey either between Integrated Care Boards or between the Integrated Care Boards and the Council.
- 5.2.5 Act on behalf of the Surrey Health & Wellbeing Board to oversee preparation of BCF plans and returns.
- 5.2.6 Sharing of good practice and identification of opportunities for spread of benefits across Surrey residents.

6. MEMBERSHIP OF THE COMMISSIONING COLLABORATIVE

- 6.1 The Commissioning Collaborative is co-chaired by the Integrated Care Board Clinical Chair and the ICS / Council's Executive Director Adult Social Care & Joint Commissioning. The membership of the group includes the Council's Executive Director for Children, Families and Learning, the Council's Executive Director for Public Health and the Council's Head of Finance for Health and Care Integration.

7. MEETINGS OF THE COMMISSIONING COLLABORATIVE

- 7.1 The Commissioning Collaborative meets bi-monthly.

SCHEDULE 3 – Scope of services and services’ roles and responsibilities

1 INTRODUCTION

- 1.1 This Schedule sets out the Service areas for which Staff including Joint Posts and Staff in integrated teams, may hold commissioning and/or delivery responsibilities.
- 1.2 The Partners commit to further outlining in more detail the exact roles and responsibilities with regards to the service areas mentioned in this schedule, particularly as our integrated commissioning approach and model is developed further.

Local Authority Surrey County Council (SCC)	NHS ICBs Surrey Heartlands ICB, including activities undertaken on behalf of Frimley ICB
<p>CHILDRENS SERVICE AREAS</p> <p>Health and Wellbeing</p> <ul style="list-style-type: none"> • Children with Disabilities • Emotional Wellbeing and Mental Health <p>Safer Communities</p> <ul style="list-style-type: none"> • Family Resilience Commissioning • Community Safety • Domestic Abuse <p>Commissioning SEND, Education and Corporate Parenting</p> <ul style="list-style-type: none"> • Children with complex needs and Special educational needs and disability (SEND) • SEND Education and Early Years • SEND and inclusion • SEND Schools and Preparing for Adulthood (PfA) • Corporate Parenting • Transport Co-ordination • Commissioning Gateway <p>Public Health Services for Children</p> <ul style="list-style-type: none"> • Health Schools 	<p>CHILDRENS SERVICE AREAS</p> <p>Health and Wellbeing</p> <ul style="list-style-type: none"> • Children’s community health services • Child and Adolescent Mental Health Services (CAMHS) [T4 collaborative commissioning] • Children’s Therapies • Hospices and end of life / Children’s community nursing

	<p>ALL AGE SERVICE AREAS</p> <p>All Age Learning disabilities and Autism</p> <ul style="list-style-type: none"> • Adult Learning Disabilities and Autism • Children’s Learning Disabilities and Autism • Children with complex needs • Children’s Continuing Care (CCC) <p>Transitions</p> <p>Carers</p>
<p>ADULT SERVICE AREAS</p> <ul style="list-style-type: none"> • Adult Mental Health • Continuing Health Care (CHC) 	<p>ADULT SERVICE AREAS</p> <ul style="list-style-type: none"> • Adult Mental Health • Continuing Health Care (CHC)

SCHEDULE 4 – Agreed variations

This schedule is where agreed variations to this MoU can be recorded.

SCHEDULE 5 – Collaborative Forum Terms of Reference

Surrey Strategic Health & Care Commissioning Collaborative

Purpose

Surrey County Council and Surrey Heartlands ICS and Frimley ICS recognise the opportunity that the integration and collaboration in the commissioning of health and care services provides to secure the best outcomes for the people we collectively serve.

The Surrey Strategic Health and Care Commissioning Collaborative provides the primary leadership forum for bringing together strategic commissioners from the Surrey County Council, Surrey Heartlands ICS and Frimley ICS to identify the opportunities for integration and collaboration and agree how best to implement them to ensure consistency of approach.

Key responsibilities

- Acting on behalf of the Surrey Health and Wellbeing Board to promote and enable health and social care integration across Surrey
- Identifying the opportunities for integration and collaboration and agreeing collectively the most effective way to implement them (including maximising the benefits for the people we serve from our systems ICS/ devolved system status)
- Enabling decision-making and leadership at a locality level where it will secure the best outcomes for the people we service (for example by agreeing Surrey-wide frameworks or outcomes for local implementation, providing an escalation route to help remove barriers)
- Providing strategic oversight and an escalation route for all collaborative contracting arrangements across Surrey
- Act on behalf of the Health and Wellbeing Board and Integrated Care Partnership to oversee preparation of Better Care Fund plans and returns.
- Sharing of good practice and identification of opportunities for spread of benefits across Surrey residents
- Acting as a forward-planning space for the Surrey Committees in Common ('CiC'). The Commissioning Collaborative will critically review and examine decisions that go to the CiC.

Principles

“Through mutual trust, strong leadership, and shared values, we will improve the health and wellbeing of Surrey people”

Surrey Strategic Health & Care Commissioning Collaborative members will:

- Prioritise resources and make decisions in the best interests of the Surrey population based upon evidence and data.
- Embrace the opportunity for the collective leadership of place, recognising and balancing the needs and opportunities presented by Surrey’s geography
- Work in an open and transparent way ensuring there are no surprises for other partners – ‘nothing about me without me’.
- Use consensus as the primary driver for decision making.
- Operate to a set of shared values that we have jointly developed, holding each other (and our organisations) to account.
- Seek to align local and system level success wherever possible.

Provides efficient and high-quality services while placing great emphasis on value for money.

Membership

- Joint Executive Director for Adult Social Care and Integrated Commissioning Surrey County Council and Surrey Heartlands ICS
- Executive Director for Children, Families and Lifelong Learning, Surrey County Council
- Director of Public Health Surrey County Council
- Executive Director for Public Service Reform, Surrey Heartlands ICS and Surrey County Council
- Assistant Director of Commissioning, Children, Families and Learning, Surrey County Council
- Assistant Director Commissioning, Health, Wellbeing and Adult Social Care, Surrey County Council
- Director of Finance Insights and Performance Surrey County Council
- Surrey Heartlands ICS CFO representative
- Executive Place Managing Director (Surrey Heath), Frimley Integrated Care System
- Chief Executive Officer, Surrey Heartlands Integrated Care System
- Joint Chief Medical Officer for Surrey Heartlands ICS

Attendees

- Joint Strategic Commissioning Convener- Children, Surrey Heartlands ICS and Surrey County Council
- Joint Strategic Commissioning Convener- Learning Disabilities and Autism Surrey Heartlands ICS and Surrey County Council

Other members for consideration:

- ICS Lead Commissioner for Children’s service
- Area Director representative from social care

In addition to members, meeting papers will be circulated to ICB leads for information.

Joint chairs

Meetings will be jointly chaired by one ICS Clinical Chair and a SCC Executive Director. This will be reviewed in March of each year. The chair will alternate for each meeting.

Governance and accountability

Decision making authority is vested in individual members. Members will ensure that any decisions taken are with appropriate authority from their organisation.

Consensus will be the primary driver for decision making.

Certain items of business will have specific governance routes, which will be observed. For example the Better Care Fund requires final sign off through the Surrey Health & Wellbeing Board.

Quoracy

All organisations need to be represented.

Where named members cannot attend, they should notify the joint chairs of who their deputy will be (this may be provided by a deputy from their own organisation or with agreement, by the representative of another organisation on the Collaborative).

Secretariat support

Secretariat Support is provided by Health Integration Policy team (Surrey County Council) – Health Policy Advisor and Health Integration

Meeting locations, duration and frequency

Meetings will be quarterly and diarised for two hours, Meetings will be held virtually over Microsoft Teams.

Sub groups and infrastructure

The Commissioning Collaborative may establish sub-groups and/or task and finish groups to focus on specific areas of the Commissioning Collaborative's responsibilities.