

# **Surrey Integrated Commissioning Memorandum of Understanding**

**This Memorandum of Understanding** is dated 14<sup>th</sup> 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

<b>ICB</b>	An Integrated Commissioning Board
<b>Chair</b>	The person respectively appointed by the Commissioning Collaborative
<b>Collaborative</b>	The collaborative commissioning group formed by the Parties under this Agreement.
<b>Collaborative Commissioning</b>	The collaborative approach to commissioning undertaken by a group of Commissioners under this agreement
<b>Surrey Strategic Health and Care Commissioning Collaborative</b>	The group of the Collaborative established by the Parties as described in clause 6 of this Agreement
<b>Contract Year</b>	The period of 12 months beginning on the 1st April in any year.
<b>CSU</b>	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
<b>Dispute Resolution</b>	The process agreed by the Parties and set out in clause 14
<b>E-mail</b>	A communication by electronic mail, marked with a 'read receipt'
<b>Commissioning Contract</b>	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
<b>Parties</b>	The Organisations whose names appear at the head of this Agreement
<b>Provider</b>	The provider of the services under each Commissioning Contract
<b>Services</b>	The services commissioned under each Commissioning Contract
<b>Sub group</b>	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.

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

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

## **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.