

**THE CORE OFFER FOR PUBLIC HEALTH ADVICE TO CLINICAL COMMISSIONERS
MEMORANDUM OF UNDERSTANDING
BETWEEN
CLINICAL COMMISSIONING GROUPS AND
NOTTINGHAMSHIRE COUNTY COUNCIL**

2017 - 2020

VERSION CONTROL

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This document is based on the previous MOU 2013-16

Purpose of the Memorandum of Understanding (MoU)

1. To agree a 'core offer' for public health advice from Public Health (PH) to the Nottinghamshire County Clinical Commissioning Groups (CCGs) which clearly defines outputs. It is important to note that PH support will mainly occur through the Local Authority (LA) PH team but there may also be support from Public Health England (PHE) and the PH teams at NHS England.
2. The MoU shows the full range of interdependencies with other statutory commissioners in the local health and wellbeing system. Actions are identified in the document for other agencies such as NHS England, but this is to provide brief information on how the organisations interface rather than to be a definitive list of all actions undertaken by other partners.
3. In the event of concerns with the 'core offer' a dispute resolution agreement can be enacted by any of the parties affected (Appendix 1).
4. Diagram A below provides a summary of the core offer and Tables 1 – 4 describe the detail.

Context and rationale

5. From April 2013 PH responsibility transferred to the Local Authority or Public Health England (PHE) www.dh.gov.uk/health/2012/06/act-explained. One of the mandatory responsibilities of the Local Authorities is to ensure that CCGs receive the public health advice they need (**the core offer**).

Principles

6. A number of principles have been agreed between the CCGs and PH. These are:
 - Putting the needs of patients and citizens first;
 - Public and citizen involvement in decision making;
 - Sharing of risks and benefits in order to secure improvement in outcomes for our local population;
 - Mutually supportive;
 - Open and transparent, sharing information and committing to 'no surprises';
 - Clear accountability and governance arrangements;
 - Joint working to ensure delivery against Health and Wellbeing priorities and our Sustainability and Transformation Plans (Nottinghamshire and Bassetlaw /South Yorkshire)

Diagram A

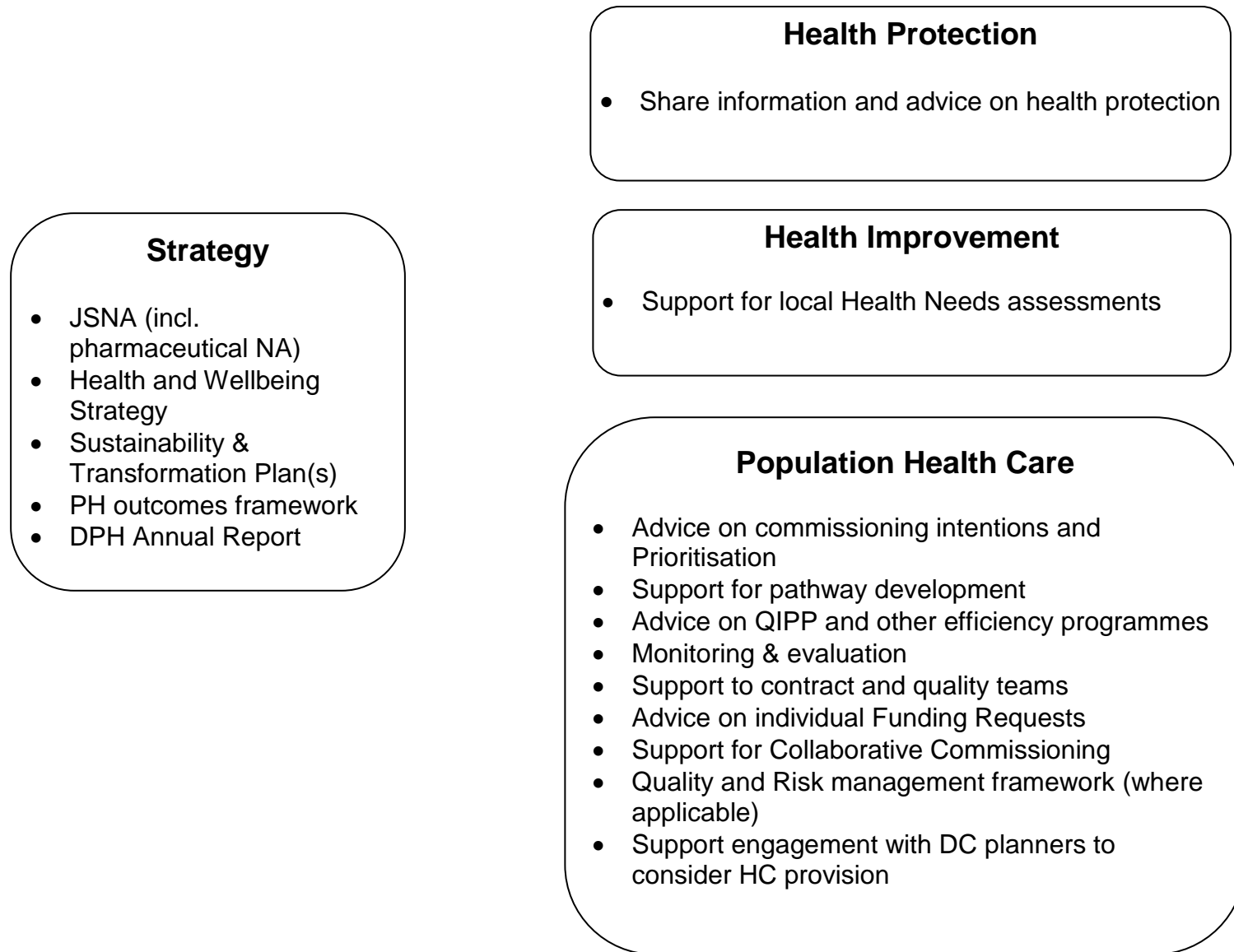


Table 1: Strategy

PH inputs	Local Authority Public Health offer and accountability	CCG actions and accountability	Actions NHSE	Actions LA tier 1 & 2 (County and Districts)
<p>Director of Public Health (DPH) with a multi-disciplinary expert team of Consultants in Public Health and Public Health Managers including experts in knowledge and information</p>	<p>Lead the co-ordination, collaboration and production of the JSNA based on provision of timely, robust evidenced based information and actionable intelligence, gathered from across the health and social care community.</p>	<p>Contribute data, information and capacity to the production of the JSNA.</p> <p>Active participation in the JSNA Steering Group and its work programme.</p>	<p>Share relevant information including that not available through current information systems.</p> <p>Commissioning plans aligned to JSNA. Lead elements of JSNA as appropriate.</p>	<p>Contribute data, information and capacity to the production of the JSNA.</p> <p>Active participation in the JSNA Steering Group and its work programme.</p>
	<p>Support the development of the Health and Wellbeing Strategy (HWS) informed by the JSNA</p> <p>Produce and lead action plans as appropriate that target deprived areas and inequalities as appropriate.</p>	<p>Executive level and public/patient contribution to developing the strategy</p> <p>Commissioning plans directly relate to JSNA and HWS, targeting inequalities and pockets of deprivation.</p> <p>Lead elements of HWS as appropriate.</p>	<p>Executive level and public/patient contribution to the strategy</p>	<p>Lead elements of the HWS as appropriate.</p>

PH inputs	Local Authority Public Health offer and accountability	CCG actions and accountability	Actions NHSE	Actions LA tier 1 & 2 (County and Districts)
	Support the development of the Sustainability and Transformation Plans (STP) to ensure that they are needs led and reflect evidence of cost effectiveness and good practice	To work as part of a wider Health and wellbeing system to secure a sustainable solution for our local citizens	Executive level and public/patient contribution to the STP	
DPH and consultant team	The DPH Annual (independent) report will vary dependent on national and local topical issues.	Contribute to report where necessary and support the implementation of recommendations of the report.		
Appropriately trained and qualified PH workforce	<p>Provide evidence that all PH staff meet the national and statutory training and qualification requirements</p> <p>Continue to be a training location for SpRs in PH (and other specialties on request) and FY2 doctors. Develop annual Training Network Report for Health Education East Midlands (HEEM) and respond to any HEEM quality visit recommendations.</p> <p>Involvement in Clinical Governance Structures of CCGs where required as appropriate.</p> <p>Delivery of departmental learning and development to meet future workforce competency assurance. E.g. revalidation of PH professionals and professional appraisal in accordance with national requirements.</p>	Support statutory professional appraisal and revalidation arrangements as appropriate	Support statutory professional appraisal and revalidation arrangements	

Table 2: Health Improvement

PH inputs	Local Authority Public Health offer and accountability	CCG actions and accountability	Actions NHSE	Actions LA tier 1 & 2 (County and Districts)
<p>PH consultant leads with support from PH managers</p>	<p>Develop and refresh plans for each PH policy area to reduce inequalities and promote equality</p> <p>Present reports to the governance groups of the STP and HW Board as requested to provide assurance against delivery and performance targets</p>	<p>Provide a named lead and/or lead CCG for each policy area</p> <p>Support locally driven public health campaigns</p> <p>Provide input, support and critical review of progress</p>	<p>Develop commissioning and delivery plans that directly relate to local strategic plans</p>	<p>Align wider determinants of health to Health & Wellbeing Strategy (HWS) and implement the policy in relation to employed staff and commissioned services with respect to tier 1 and tier 2 responsibilities e.g. housing</p>
<p>PH consultant leads with support from PH managers and contract and Performance Team</p>	<p>Lead the commissioning of services for which PH are the responsible commissioner ensuring appropriate delivery systems in order to integrate into the wider system</p> <p>Ensure that CCGs receive timely, good quality information about GP referrals to core prevention services and their outcomes</p>	<p>Contribute to commissioning process where appropriate (eg service reviews, consultation process, feedback on progress with new services)(remove)</p> <p>Ensure timely feedback to PH re-emerging issues. Support development of programmes and increase uptake of prevention activity including commissioned services and within the workforce across the wider system. Encourage GPs to signpost and refer to core prevention services</p>	<p>Support development of programmes and increase uptake of prevention activity including commissioned services within the workforce across the wider system.</p>	<p>Contribute to commissioning process where appropriate (eg service reviews, consultation process, feedback on progress with new services)</p> <p>Ensure timely feedback to PH re-emerging issues. Support development of programmes and increase uptake of prevention activity including commissioned services and within the workforce.</p>

PH inputs	Local Authority Public Health offer and accountability	CCG actions and accountability	Actions NHSE	Actions LA tier 1 & 2 (County and Districts)
<p>PH consultant leads with support from PH managers, quality lead and contract and Performance Team</p> <p>DPH or nominated deputy member of the Quality Surveillance Group</p>	<p>Share data from monitoring of PH commissioned activity with relevant commissioners and local partners.</p> <p>Ensure relevant quality and safety policies and processes are consistent with guidance and best practice as issued by PHE, NHSE and Care Quality Commission (for example serious incident management guidance, safeguarding guidance etc.)</p> <p>Member of QSG.</p> <p>Regular performance and risk reporting, including specific incident reports to the Public Health Clinical Governance Panel with upward reporting to LA committees, NCC Risk Safety and Emergency Management Board, and Quality Surveillance Group as appropriate</p>	<p>Quality leads share information and learning as appropriate.</p> <p>Provide input, support and critical review of progress</p> <p>Ensure timely feedback to PH re any emerging issues</p> <p>Member of QSG</p>	<p>Quality reports at local level shared with PH</p> <p>Access and oversight of Serious Incident Management (STEIS).</p> <p>Information shared with PH as appropriate.</p> <p>Professional leadership across the system</p> <p>Lead the QSG</p>	<p>Share local information to drive up quality</p> <p>Member of the QSG</p>

Table 3: Health protection

PH inputs	Local Authority Public Health offer and accountability	CCG actions and accountability	Actions NHSE	Actions LA tier 1 & 2 (County and Districts)
PH consultant leads for substance misuse and sexual health	Where PH are the responsible commissioner, ensuring effective interventions for high risk areas/groups e.g. Sexually transmitted infections and Blood Borne Viruses	Commissioning plans reflect PH requirements	Commissioning plans and promotion of best practice across the workforce and in care settings	Promotion of best practice
PH consultant lead for sexual health	Lead the development and implementation of a sexual health framework for action across the local health economy. Where PH are the responsible commissioner, ensuring effective interventions for high risk areas/groups	Commissioning plans reflect PH requirements Active participation in the Sexual Health Strategic Advisory Group (via County HWB sexual health champion)	Commissioning plans and promotion of best practice across the workforce and in care settings Active participation in the Sexual Health Strategic Advisory Group (via County HWB sexual health champion)	Promotion of best practice
PH consultant lead for community Infection control of HCAI	Lead the development and implementation of arrangements to address community infection control needs	Lead and facilitate the Notts IC Stakeholder group	Commissioning plans and promotion of best practice	Commissioning plans and promotion of best practice across the workforce and in care settings
PH consultant lead for health protection	Ensure that the local population and health and social care system has adequate arrangements for protecting the health of the population and that individuals and organisations have timely access to expert advice (Aspects of this are provided to the DPH via PHE)	Active participation in the LHRP and the Health Protection Strategy Group	Active participation in the LHRP and the Health Protection Strategy Group	Active participation in the LHRP and the Health Protection Strategy Group

Table 4: Population Healthcare

PH inputs	Local Authority Public Health offer and accountability	CCG actions and accountability	Actions NHSE	Actions LA tier 1 & 2 (County and Districts)
Designated PH consultant per CCG	Support CCG committees and structures (to be determined locally) in order to provide advice on commissioning intentions and prioritisation	Develop and implement Commissioning plans and promotion of best practice in line with HWS.	Provide strategic oversight of the commissioning system across Derbys/Notts and South Yorkshire in line with local HWS.	Develop and commission services in partnership to meet the objectives of the Council and HWS
<p>Designated PH consultant lead on each priority area supported by PH information and intelligence</p> <p>Support systems including the licence for Scenario Generator.</p>	<p>Advice on pathways, service specifications and action plans for delivery using evidence based intelligence e.g. NICE,</p> <p>Support QIPP and other efficiency programmes by analysing information and the evidence base</p> <p>Contribute to development of clinical case for change Produce predicative modelling and case for change evidence</p> <p>Produce Health Equity Audits</p>	Develop and implement Commissioning plans and promotion of best practice in line with HWS.	<p>Lead the Strategic Commissioning Collaboration, providing oversight to the system.</p> <p>Sharing best practice for quality</p> <p>Aligning commissioning for QIPP and other efficiencies across large geographical areas</p>	<p>Where appropriate lead integrated commissioning groups with membership from across the health and social care community</p> <p>Share developments and agree joint pathways for commissioning in line with the HWS.</p> <p>Lead partnerships with other LAs to maximise quality and value for money commissioning Implement local plans (tier 2)</p>

PH inputs	Local Authority Public Health offer and accountability	CCG actions and accountability	Actions NHSE	Actions LA tier 1 & 2 (County and Districts)
Designated PH consultant for collaborative commissioning function	Support Collaborative commissioning working across Nottinghamshire	Commissioning plans and promotion of best practice	Provide strategic oversight of the commissioning system across Derbys/Notts and South Yorkshire	Develop and commission services in partnership to meet the objectives of the Council and HWS
PH consultant membership of contracting team	Lead/assist prioritisation plans to inform commissioning Provide consultant input into prioritisation panels	Lead prioritisation and commissioning intentions process Validate prioritisation plans for commissioning Produce commissioning intentions based on prioritisation	Produce commissioning intentions based on prioritisation	Produce commissioning intentions and implementation plans
PH consultant lead for Individual Funding Request (IFR) group	Provide specialist technical and PH support and evidenced based reports to the IFR process to CCGs	Manage and lead the local IFR process Produce and implement the outcomes of the IFR process	Lead/support IFR process based on PH evidence base Implement outcomes	Use information from IFR process as 'lessons learned' and application to NHS Share learning and processes
PH consultant lead on all policy and priority areas supported by specialist team including PH information and intelligence	Share plans and commission for PH areas identifying possible impact on other parts of the system Provide and share performance and quality monitoring against the mandatory functions and local targets Produce reports showing the evidence for change	Provide named leads for PH commissioning areas where appropriate Agree commissioning plans	Agree commissioning plans	Provide commissioning support and scrutiny against delivery

PH inputs	Local Authority Public Health offer and accountability	CCG actions and accountability	Actions NHSE	Actions LA tier 1 & 2 (County and Districts)
PH consultant lead on planning including PH information and intelligence	Develop an engagement protocol between planners, CCG's, healthcare providers and public health so that healthcare infrastructure is considered in major developments.	Provide named leads for planning	Provide named leads as appropriate	Healthcare provision is considered and planned for during the planning process.

Note: For locally agreed children's services, there are separate S256 agreements with five of the CCGs already signed up to for 2016/17 and no funding arrangement with Bassetlaw CCG, so this arrangement sits outside the MOU.

DISPUTE RESOLUTION PROCEDURE**1. NEGOTIATION**

- 1.1 If any Dispute arises out of or in connection with this Memorandum of Understanding, the Parties shall attempt in good faith to negotiate a settlement within 30 Working Days of either party notifying the other of the dispute.
- 1.2 Initially the party who wishes to bring the dispute to the notice of the other will do so in writing, including a concise statement of the nature and substance of the dispute. The other party will respond to this in writing within 5 Working Days of receiving the notification of a potential dispute.
- 1.3 During the 15 Working Days following receipt of the response (the “Negotiation Period”) each of the Parties shall negotiate in good faith and be represented:
 - 1.3.1 for the first 10 Working Days, by a senior representative who where practicable has not had any direct day-to-day involvement in the matter that led to the Dispute and has authority to settle the Dispute; and
 - 1.3.2 for the last 5 Working Days, by its chief executive, director, or board member who has authority to settle the Dispute,

Provided that no Party in Dispute where practicable shall be represented by the same individual under paragraphs 1.3.1 and 1.3.2.

2. MEDIATION

- 2.1 If the Parties are unable to settle the Dispute by negotiation, they must within 5 Working Days after the end of the Negotiation Period submit the Dispute to mediation by CEDR or other independent body or organisation agreed between the Parties.
- 2.2 The Parties will keep confidential and not use for any collateral or ulterior purpose all information, whether given orally, in writing or otherwise, arising out of or in connection with any mediation, including the fact of any settlement and its terms, save for the fact that the mediation is to take place or has taken place.
- 2.3 All information, whether oral, in writing or otherwise, arising out of or in connection with any mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever.

3. EXPERT DETERMINATION

- 3.1 If the Parties are unable to settle the Dispute through mediation, then either Party may give written notice to the other Party within 10 Working Days of closure of the failed mediation of its intention to refer the Dispute to expert determination. The Expert Determination Notice must include a brief statement of the issue or issues which it is desired to refer, the expertise required in the expert, and the solution sought.
- 3.2 If the Parties have agreed upon the identity of an expertⁱ and the expert has confirmed in writing his readiness and willingness to embark upon the expert determination, then that person shall be appointed as the Expert.
- 3.3 Where the Parties have not agreed upon an expert, or where that person has not confirmed his willingness to act, then either Party may apply to the Centre for

Effective Dispute Resolution (CEDR) for the appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the other Party. The other Party may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.

- 3.4 The Party serving the Expert Determination Notice must send to the Expert and to the other Party within 5 Working Days of the appointment of the Expert a statement of its case including a copy of the Expert Determination Notice, the Memorandum of Understanding, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.
- 3.5 The Party not serving the Expert Determination Notice must reply to the Expert and the other Party within 5 Working Days of receiving the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.
- 3.6 The Expert must produce a written decision with reasons within 30 Working Days of receipt of the statement of case referred to in paragraph 1.9, or any longer period as is agreed by the Parties after the Dispute has been referred.
- 3.7 The Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.
- 3.8 The Parties must comply with any request or direction of the Expert in relation to the expert determination.
- 3.9 The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties and the Expert agree are within the scope of the expert determination. The Expert must send his decision in writing simultaneously to the Parties. Within 5 Working Days following the date of the decision the Parties must provide the Expert and each other with any requests to correct minor clerical errors or ambiguities in the decision. The Expert must correct any minor clerical errors or ambiguities at his discretion within a further 5 working Days and send any revised decision simultaneously to the Parties.
- 3.10 The Parties must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.
- 3.11 The decision of the Expert is final and binding, except in the case of fraud, collusion, bias, or material breach of instructions on the part of the Expert at which point a Party will be permitted to apply to Court for an Order that:
 - 3.11.1 the Expert reconsider his decision (either all of it or part of it); or
 - 3.11.2 the Expert's decision be set aside (either all of it or part of it).
- 3.12 If a Party does not abide by the Expert's decision the other Party may apply to Court to enforce it.
- 3.13 All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any

information which would in any event have been admissible or disclosable in any such proceedings.

- 3.14 The Expert is not liable for anything done or omitted in the discharge or purported discharge of his functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.
- 3.15 The Expert is appointed to determine the Dispute or Disputes between the Parties and his decision may not be relied upon by third parties, to whom he shall have no duty of care.

ⁱ An 'expert' can be a Director of Public Health from another Local Authority or the Regional Director of Public Health