



Mid Essex CCG
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West Essex CCG
Basildon & Brentwood CCG
Thurrock CCG
Castle Point & Rochford CCG
Southend CCG
NCB Local Area Team (Essex)

COLLABORATIVE AGREEMENT

Safeguarding Children Clinical Network (SCCN)

for

Child Protection, Child Death Review and Looked After Children (CP, CDR & LAC) Services in Essex, Southend and Thurrock (SET)

28th February 2014

1. Introduction

- 1.1.** This document outlines a Collaborative Agreement between the 7 Essex Clinical Commissioning Groups (CCGs), and the Essex Area Team (Essex AT) of NHS England to develop and support a “Safeguarding Children Clinical Network for (CP, CDR & LAC) for Essex, Southend and Thurrock” (the SCCN) . The purpose of this is to support the CCGs in delivering their statutory responsibility for Children’s Safeguarding. A key feature of this agreement is for the Designated Professionals within the SCCN hub to work collaboratively with each of the 7 CCGs, to support their designated professionals and to offer independent advice to different employers, irrespective of employment status across the whole of Essex. This is to ensure a more consistent approach and where appropriate reduce variation.

CCGs hold the statutory functions for safeguarding children along with the NHS Commission Board from 01 April 2013. There are therefore no delegated powers to the SCCN. The Essex AT have responsibilities for supporting and providing assurance on the safeguarding of vulnerable children.

The SCCN hub will consist of the following members of professional staff;

- A designated Lead Professional Nurse
- A Designated Lead Nurse for Looked After Children
- A designated Lead Doctor
- A Designated Lead General Practitioner



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Their role and function which is more fully described in section 3.0 can be summarised as follows. To:-

- Support the CCGs in developing a Strategy and Vision across Essex
- Develop a work plan which meets the needs of Essex as a whole and individual CCGs to improve consistency and reduce variation.
- To co-ordinate professional meetings for designate staff within CCGs.
- Provide senior independent professional advice to designated staff within the CCGs on safeguarding issues as required.
- Provide independent advice to the three LSCBs
- Support the Serious Case Review Process within each CCG
- Co-ordinate inspections or audits which are across more than one CCG area.
- Co-ordinate sharing of best practice, and learning from Serious Case Reviews across more than one CCG.
- Co-ordinate the implementation of new policies or procedures which are adopted across more than one CCG area.

The CCGs remain accountable for their local safeguarding children team and will continue to manage their designated safeguarding staff, whilst also committing to the underpinning principles of the SCCN. Each signatory member's organisation to this agreement is responsible and accountable for the management and delivery of their local safeguarding children and LAC services. In addition, this Collaborative Agreement sets out the agreed allocation of funding relating to child protection, Child Death Review and LAC, which the CCG Boards will commission collaboratively. This document will be supported by a Vision and Strategy document, agreed by the SCCN Business Meeting, which will be refreshed annually and specify the key objectives of the SCCN staff each financial year.

Both CCGs and NHS England Area Team will be statutorily responsible for ensuring that the organisations from which they commission services provide a safe system that safeguards children and vulnerable adults. This includes specific responsibilities for looked after children and for supporting the Child Death Overview process. NHS England have the same duties as CCGs for its directly commissioned services and it will be important that, through the Area Team it works in effective partnership with CCGs, GP practices (with whom patients will generally be registered) and local authorities. The Area Team will need to ensure that they can access the appropriate



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specialist expertise from CCGs including, but not exclusively, in the form of named GPs, to support their responsibilities for managing primary care contracts and managing performers' lists. The designated lead GP within the hub will provide strategic advice which covers more than one CCG area.

Indemnity: As part of this agreement, the CCGs and Essex AT agree for the Designated Professionals to provide advice across Essex and to indemnify the Designated Professionals in the provision of the advice, which they provide.

- 1.2. The SCCN hub brings together existing CP, CDR & LAC designated professionals working within the CCGs with a small central team of Lead Professionals overseeing co-ordination, providing expert advice and to support key priorities during periods of leave and sickness. The SCCN is hosted by West Essex CCG on behalf of the 7 CCGs and Essex LAT, and the hub staff who provide a service to the 8 contributory organisations. The SCCN is led by the Chief Officer of the Host CCG and the DON from West Essex, and comprises of 4 professional staff (2 doctors and 2 nurses), who constitute the SCCN hub staff.

Members of the SCCN Business Meeting, who fund and support this service, comprise of the following organisations :

- Mid Essex CCG
- North East Essex CCG
- West Essex CCG
- Basildon and Brentwood CCG
- Castle Point and Rochford CCG
- Southend CCG
- Thurrock CCG
- Essex Local Area Team

2. Background

This document outlines the role and functions of the SCCN hub staff in supporting the CCGs and Essex LAT in the delivery of their duties:



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2.1. Requirements for CCG Boards for Child Protection, Child Death Review and LAC services

2.1.1. CCG boards have a duty relating to safeguarding and promoting the welfare of children and young people. Their responsibilities are set out in the Children Act 1989 and 2004, the Health and Social Care Act 2012 and in the Government's statutory guidance. CCGs safeguarding leadership teams must include a nominated Director at Board level.

2.1.2. CCGs and Essex LAT are required to make arrangements for ensuring that

- a) their functions are discharged having regard to the need to safeguard and promote the welfare of children
- b) any services provided by another person pursuant to arrangements made by the person or body in the discharge of their functions are provided having regard to that need.

2.1.3. As commissioners of healthcare, CCGs must appoint a Designated Doctor and a Designated Nurse to work with the nominated Director and senior management. These designated professionals must be accountable to the Board lead for Child Protection, Child Death Review and Looked After Children and are required to take a strategic, expert lead on all clinical aspects of CP, CDR & LAC services throughout the CCG's local area. Designated doctors for Safeguarding and Child Death Review may also be practising paediatricians and in that capacity may be employed by a local provider trust. Where this is the case, the responsibilities of the designated roles need to be made clear, ideally through service-level agreements or contracts. These should set out the requirements of the roles, how they will be managed and made accountable and how much time is needed to perform them.

2.2. Guidance for CCG Boards to comply with statutory requirements for Child Protection'

2.2.1. "Working Together to Safeguard Children" (WTSC) published by the Department of Education in 2013 and the Safeguarding Vulnerable People in the Reformed NHS: Accountability and Assurance Framework (2013) outlines how CCGs must comply with their statutory duties.



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2.3. Guidance on statutory requirements for CCG Boards for Looked After Children

2.3.1. WTSC and Statutory Guidance on Promoting Health and Wellbeing of Looked After Children (DCSF, 2009) outline the duties for CCGs, particularly in relation to working with statutory children's services in local authorities. Sections 10, 13 and 14 of the Children Act 2004 outline the requirements to co-operate with other statutory organisations, and Local Safeguarding Children Boards (LSCBs).

2.4. Guidance on legal requirements for CCG Boards for Child Death Designated duties

2.4.1. WTSC (Chapter 5) outlines the duties required of CCGs in relation to Child Death. Sections 10, 13 and 14 of the Children Act 2004 outline duties in relation to co-operation and working with other organisations.

2.5. Guidance regarding Local Area Team of NHS England

2.5.1. The NHS Commissioning Board has published the Safeguarding Vulnerable people in the Reformed NHS: Accountability and Assurance Framework (2013). It also sets out how the NHS CB intends to fulfil its duties and responsibilities, both as the commissioner of some healthcare services and in its oversight role.

The document specifies that:

- The Chief Nursing Officer and the regional & local area teams' Directors of Nursing will be responsible for supporting and providing assurance on the safeguarding of vulnerable children and adults
- The Essex Area Team will need to ensure that they can access the appropriate specialist expertise including but not exclusively, in the form of Named GPs, to support their responsibilities for managing primary care contracts and managing performers' lists. They will also access independent specialist advice from the SCCN hub staff listed under 1.1.

3. Functions



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3.1. The 7 CCGs have agreed for the SCCN and the Host CCG to deliver the following functions (although none of these are delegated duties):

Commissioning Collaborative

- Support and promote an integrated approach to commissioning of Children's Safeguarding across the Seven Essex Clinical Commissioning Groups (CCG) through a SCCN Business Meeting.
- Through working together strive to achieve the best value for money from commissioned services and optimise productivity and efficiency.
- Enable Commissioners to have a strategic overview of the relevant issues impacting across respective populations to ensure clear focus on child and health outcomes.
- Agree where appropriate the range of aligned commissioned services to decommission or procure.
- Understand the impact of commissioning decisions upon inconsistencies and variation across Essex.
- Undertake review of services, manage the commissioning of new services and oversee the implementation of new national guidance or standards relating to safeguarding.

Specialist Independent Advice from the Hub

- Provide specialist independent safeguarding professional advice and support through the Safeguarding Children Clinical Network (SCCN) staff to designate professionals within CCGs and staff in provider services, where requested, on Child Protection, Child Death Review and Looked After Children.
- To provide specialist independent advice to the Essex Area Team.
- To review and advise on all Child Protection, LAC and Child Death statutory panels including Local Safeguarding Children's Boards (LSCBs), Child Death Review Panels, and Serious Case Reviews
- To provide specialist advice which covers more than one CCG area and provide cover for sick leave and annual leave as required.

Strategy and Vision

- Develop the Strategy and Vision for the Health elements of the LSCBs based upon need at a County and local CCG level for approval by CCGs.
- Develop the Programme of Work across Essex at both a County and local level in collaboration with CCG designate staff and the 7 CCG Directors of Nursing to address inconsistencies and variations.
- Work with the CCGs to agree the priorities of work across Essex.



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- Monitor and review progress of the work plan and report to the CCGs through the monthly SCCN Business Meeting.
- Develop Improvement Plans and remedial action where shortfalls are identified and seek sign off by the CCGs through the SCCN Business Meeting.

Co-ordination

- Act as a single point of contact for Safeguarding Audits and inspections across more than one CCG area.

Improving Outcomes

- Co-operate with local authorities and other public, private or charitable bodies to improve the health and wellbeing of children (Section 10 of the Children Act 2004)
- Support the CCG in discharging their functions having regard to the need to safeguard and promote the welfare of children (Section 11 of the Children Act 2004)
- Identify safeguarding risks and priorities for the SCCN.
- Oversee risks and mitigations identified by the SCCN.

Performance

- To produce an Annual Report based upon delivery on the Strategy and Work plan as well as reducing variation and sharing best practice.
- To co-ordinate the work plan across of the hub and locality professional staff to ensure the delivery of all functions in line with the Vision and Strategy document
- To monitor performance of agreed KPIs and report to CCGs quarterly through the SCCN Quality Assurance Meeting.
- To advise the SCCN Business Meeting on the implementation of national guidance or standards across more than one CCG area (including from OFSTED / NICE / Care Quality Commission) or other National guidance or standards relating to Child Protection, LAC and Child Death Services and to assess and report on the compliance with these across all CCGs, noting any variations.

Financial Management

- To manage the approved budget as per Section 8 below. The Host CCG will be held accountable for its use.
- The financial agreements will include agreed financial risk sharing arrangements where appropriate.
- Ensure value for money, productivity and efficiency from the network through periodic external review.



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- 3.2.** The functions of the SCCN will be overseen by a SCCN Business Meeting, of the member CCGs and Essex AT. Each CCG and the Essex AT will provide their Boards with reports on the safeguarding and Looked After Children services as they relate to their area. CCGs will determine through the Joint Business Meeting, the strategy, vision, work plan and priorities across Essex to be delivered by all members of this agreement, including the hub staff.
- 3.3.** The hub staff and other designates will meet obligations arising under the following regulations:
- a) Duty to co-operate with local authorities and others to improve health and wellbeing of children (Section 10 of the Children Act 2004).
 - b) Ensure that CCG and Essex LAT are supported to enable them to discharge from functions having regard to the need to safeguard and promote the welfare of children (Section 11 of the Children Act 2004).
 - c) Duty to work with local authorities in connection with the authority's arrangements for improving well-being of young people (Section 4 of the Childcare Act 2006).
 - d) Implementing the guidance in Working Together to Safeguard Children March 2013.

4. Membership and conduct of the SCCN Business Meeting

- 4.1.** The SCCN Business Meeting will be chaired by the host CCG Accountable Officer appointed by CCG CEOs. . The Host CCG Director of Nursing will act as deputy Chair in the absence of the Chair.
- 4.2.** Voting Membership of the SCCN Business Meeting will include:
- CCG Chief Accountable Officer (Chair) (1)
 - Essex Local Area Team Director (1)
 - CCGs Directors of nursing (7)

Non-voting members of the Business Meeting will include the other Lead Designated Professionals including ;



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- Designated Lead Doctor
- Designated Lead GP
- Designated Professional Lead Nurse Consultant
- Designated Professional Lead for Looked After Children.
- Other members of the Essex Area Team.

For all members, and in exceptional circumstances, in the absence of the nominated representative, a named deputy may attend the meeting with the agreement of the Chair.

Representatives of other organisations may attend, in a non-voting capacity, with the agreement of the SCCN Business Meeting Chair.

- 4.3.** When the meeting is considering a confidential matter, non-members may be asked to leave the meeting at the discretion of the Chair. In addition the SCCN Business Meeting members agree to keep confidential and not disclose to third parties anything discussed during a session of the Business Meeting which would reasonably be considered confidential, subject to: (i) their obligations under the Data Protection Act 1998 (as amended from time to time), the Freedom of Information Act 2000 (as amended from time to time) and any relevant guidance from the Department of Health, such as the Code of Openness in the NHS; (ii) the information already or anyway being in the public domain; (iii) the information being disclosed to the Member's professional advisers where such disclosure is required; and (iv) disclosure otherwise being required by law, a tax authority or a court of law.
- 4.4.** The Host CCG will provide secretarial functions for the SCCN Business Meeting. As Secretary the Host CCG Chief Officers office will be responsible for giving notice of the SCCN Business meetings. Such notice (which will be accompanied by an agenda and supporting papers) shall be sent to Member representatives no later than 5 days before the date of the meeting. When the Chairman shall deem it necessary in the light of urgent circumstances to call a meeting at short notice, the notice period shall be such as he/she shall specify.
- 4.5.** The SCCN Business Meeting members will meet every month and the quoracy for a meeting will be achieved when the members attending constitute representation of



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more than 50% of the SCCN Business Meeting membership. This must include at least four representatives from the 7 CCGs.

- 4.6. Minutes of each meeting of the SCCN Business Meeting or any sub-committees shall be circulated with the agenda for the next meeting and their approval shall be considered as an agenda item.
- 4.7. The following recommendations to CCG Board shall require the unanimous agreement of Members:
- Amending this Agreement
 - Appointing a new Host CCG.
 - Approving the Essex Wide Strategy and objectives

5. Delegations of Business

- 5.1. The SCCN Business meeting has no delegated powers and must refer matters of decision making to either the CCG Boards or the relevant LSCB.

6. Functions of the Safeguarding Children Clinical Network for Child Protection, Child Death Review and Looked After Children

- 6.1. The hub staff will provide professional independent advisory services and support to the following:
- Designated Nurses Safeguarding
 - Designated Doctors Child Protection
 - Designated Nurses Looked After Children
 - Designated Doctor Looked After Children
 - Designated Doctors Child Death
 - Named GPs
 - Associate Designated Nurses

- 6.2. The Host CCG co-ordinates the provision of this independent specialist advice through a central team of Lead Professionals in the hub. In addition each CCG manages and delivers a core minimum of locality staff who will work collaboratively with the hub



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staff. This will be predominantly through identified Lead Professional roles of the Designated Nurses. Clinical Supervision and professional guidance/leadership will be provided by the SCCN staff for all of the locality staff in agreement with the Director of Nursing for the respective CCG.

The Director of Nursing of the host CCG will be responsible for ensuring that external supervision is provided for both of the Professional nursing Leads within the SCCN.

It is expected that each CCG's Designated Professionals will contribute to the delivery of the Essex wide strategy and objectives through the quarterly Professional Meeting. The SCCN Lead Designated Professionals will agree with the Directors of Nursing through the Business Meeting the Lead Professional roles of designated staff within the CCG and co-ordinate this activity across Essex.

- 6.3. Providers within the CCG areas are responsible for complying with their own statutory safeguarding functions and the CCGs will performance manage them in line with the contractual obligations.
- 6.4. Every quarter, the SCCN Business meeting members will meet to review quality assurance including data prior to it going to LSCBs, audits, best practice and inconsistencies or variations.

7. Accountability of the SCCN Business Meeting

- 7.1. The SCCN Business Meeting is accountable to each of the 7 CCG Boards and the Essex LAT. Performance of the SCCN will be delegated to the host CCG. In addition the SCCN Executive Lead (of host CCG) and/or the Lead Designated Professionals may be required to attend any of the CCG Board meeting as required.
- 7.2. Each Member shall confirm to the SCCN Business Meeting Chair in writing of their Board's agreement to this Collaborative Agreement within 30 days of it being agreed.

The SCCN Business Meeting is a joint meeting of each of the Directors of Nursing of the Member CCGs and Essex LAT and the representatives will:

- Commit resources annually, approved by CCGs, within an agreed annual proposal
- Advise on their commissioning policy to provide a more integrated approach
- Commission research / review to inform decisions



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- Agree, review and update the work plan and action plans.
 - Act as an agent for each Member CCG and Essex LAT for the purposes of attending and contributing to the SCCN.
 - Inform and advise on Service Specifications/Service Level Agreements / contracts between Members and other providers
 - Ensure Designated Nurses work collaboratively with SCCN hub staff
- 7.3. Each CCG Member representative will be able to commit resources on behalf of their organisation within the limits set out in their own Standing Financial Instructions.
- 7.4. By signing this Collaborative Agreement each Member confirms that its Standing Financial Instructions and Standing Orders are consistent with this agreement and empowers their representative to commit resources.
- 7.5. For the avoidance of doubt, in the event of any conflict between the terms of this Agreement and the Standing Orders or Standing Financial Instructions of any of the Members, the latter will prevail
- 7.6. In order to ensure that time is allowed for Members representatives to consult within their own CCG/Essex LAT and with other key stakeholders, wherever possible, adequate notice will be given of proposals to change commissioning policies, commit resources and/or enter into service agreements and contracts.
- 8. Funding arrangements (Appendix1)**
- 8.1. Each Member (CCGs and Essex LAT) will contribute an annual revenue allocation to the SCCN, for the provision of services and for the management costs of supporting the “hub” and other host CCG costs incurred in relation to hosting the SCCN and as agreed in advance with the Member.
- 8.2. All such payments to the Host CCG will be made quarterly in accordance with an agreed cash flow schedule at the start of the year and any changes will be agreed as a result of adjustments identified.
- 8.3. The baseline allocation value will be submitted to and agreed by the CCG CEOs annually in line with the financial timetable. The pay and non-pay allocations include:



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- the non-pay costs of the services provided by the SCCN
 - the pay-costs of the SCCN hub staff
 - overhead costs for the host CCG
- 8.4.** Any cost pressures identified by the Host CCG in year will need to be supported by the SCCN Business Meeting and agreed by the CCG CEOs. This will be funded on the basis of the weighted capitation / population share per CCG (unless a revised formula is agreed) and the contributions from the Essex LAT. The costs of services delivered by the SCCN hub staff on behalf of the Essex LAT will be assessed, costed, agreed and recovered.
- 8.5.** Adjustments to the allocations may be required for the following reasons:
- to reflect annual inflationary and other generic and service specific cost pressures (e.g. NICE guidance, Working Time Directives etc, national pay bargaining);
 - agreed changes to the hub staffing provision or the portfolio of service providers covered by these funding arrangements and agreed investments to support service improvements or developments.
 - national or local initiatives which impact upon the services covered by the subscription arrangements.
 - other technical changes
- 8.6.** It is recognised that the SCCN operates these services within a risk-sharing arrangement to ensure that the budget is in financial balance at the year-end. Any net under-spend against the SCCN budget will be returned to Members and any net over-spend will be funded in accordance with the following.
- 8.7.** The Members agree to indemnify the host CCG against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the host CCG arising out of or in connection with hosting the SCCN. This indemnity shall not cover any losses to the extent that they result from the host CCG's negligence, recklessness or wilful misconduct.



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- 8.8.** The Members agree that no financial liability or risk should reside with the Host CCG by virtue of it being Host CCG.
- 8.9.** The SCCN will endeavour to manage their allocated funding/budget within an agreed financial plan. Any changes to the plan, and therefore the allocation which may be required during the financial year, will be submitted to the SCCN Business Meeting for consultation prior to agreement by the CCG CEOs. Changes will be made using agreed methodologies that support the principles of appropriate risk sharing and equity between Members.
- 8.10.** All services included in the funding arrangements will be operated as a pooled resource (*ie* with over performances on one contract/service level agreement offset by under performances on others). Adjustments for over and/or under performance will be made only on the total budget. Any alternative methodology will only be used following approval by the SCCN Business Meeting and the CCG Boards. .
- 8.11.** The SCCN will utilise the funds made available to it by Members to ensure delivery of the functions (set out in section 3.1) in a transparent and cost effective way.
- 8.12.** The SCCN will at all times strive to achieve and demonstrate value for money.
- 8.13.** The SCCN will ensure that the clinical and financial risk to individual CCG Members of unforeseen/unplanned activity are minimised, (for instance production of Serious Case Reviews or Independent Management Reviews) and that inequalities in access to and delivery of services are reduced. Where this is unavoidable, clinical and financial risks will be reported promptly to inform CCG Members of the position accordingly. They in turn will inform CCG Boards.
- 8.14.** A standard facilitation / arbitration procedure will apply when disputes arise.

9. Procurement of Professional Services

9.1. The SCCN will advise the CCGs and Essex LAT from which provider(s) any Child Protection, LAC or Child Death services are secured. The provider of services may be:

- NHS Foundation Trusts



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- NHS Trusts
- Other NHS bodies
- Local Government Authorities and agencies
- Independent sector providers or suppliers
- Specialist agencies (approved)
- Any combination of the above

9.2. The host CCG will collect from all other Members their share of the agreed allocation for Child Protection, LAC and Child Death Services on a monthly basis, and pay the aggregate amounts to any providers of agreed services on behalf of all Members.

9.3. Through this Collaborative Agreement, Members commit that these cash payments will be made on time and in full. This is in order that the Host CCGs Cash Flow is managed appropriately.

10. Performance Reporting and Quality Assurance to the CCGs

The SCCN will establish a quarterly quality assurance meeting to report on progress and performance issues. There will be an agreed set of Key Performance Indicators which the SCCN Business Meeting will review prior to them being reported to the respective LSCBs. In addition the meeting will review external reports, audits, key learning from Serious Case Reviews and near misses and well as implementing best practice.

11. Host CCG

11.1. West Essex CCG has been designated, by agreement, as the Host CCG. The Members reserve the right to appoint a successor Host CCG to replace the existing Host CCG, in accordance with the terms of this Collaborative Agreement.

11.2. The Host CCG shall be required to provide a minimum of 12 months written notice to Members should it no longer wish to fulfil the responsibilities of Host CCG. In these circumstances the CCG CEOs shall appoint a successor Host CCG to replace the existing Host CCG.



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12. The responsibilities of the Host CCG

- 12.1.** To employ such officers/administrative staff and clinical staff in the hub and any other staff as may be identified and required by the hub.
- 12.2.** To have in place Standing Orders, Standing Financial Instructions and other appropriate governance arrangements and Schemes of Delegation necessary to enable the Networks functions to be carried out. The Network shall adopt the Standing Orders, Standing Financial Instructions and relevant Schemes of Delegation of the Host CCG.
- 12.3.** To provide full financial support to the SCCN including: the collection of the revenue allocations from Members and the making of payments to providers of the agreed services; the agreement of NHS income and expenditure/debtor and creditor balances with Providers and CCG Members; and the appropriate reporting of income and expenditure within the Host CCG's statutory and management accounts.
- 12.4.** To hold the central budget elements for the SCCN and make payments and receive income as necessary on behalf of the SCCN.
- 12.5.** To provide a Third Party Assurance to Members on an annual basis confirming the adequacy of the controls in place within the Host CCG and expenditure incurred on behalf of Members.
- 12.6.** A management charge may be payable to the Host CCG for the costs incurred in acting as the Host CCG.
- 12.7.** The CCGs and Essex LAT shall be required to provide such information as reasonably requested by the Host CCG in order to fulfil the Host CCG's requirements under this Collaborative Agreement and the Host CCG's Corporate Governance Manual. In addition the CCGs shall support the Host CCG in responding to the scrutiny of SCCN activities by the Host CCG's Internal and External Auditors and other relevant regulatory or similar bodies.



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13. The SCCN Hub Staffing

- 13.1.** The SCCN will, through the nominated Host CCG, appoint and employ such staff as may be required to fulfil the functions set out in section 3.
- 13.2.** Costs of this central hub element are funded on the basis of the weighted capitation/population share per CCG and an agreed formula for the Essex LAT's contributions. For the avoidance of doubt, the costs may include all appropriate statutory employer's liabilities, IT systems, physical premises and other reasonable costs incurred by the host CCG in relation to hosting this agreement.
- 13.3.** The Host CCG Director of Nursing will line manage the hub nursing staff and will provide professional leadership for all staff working within the hub. The Host CCG Chief Officer will line manage the medical staff liaising with the respective Medical Director where necessary, including for appraisal.
- 13.4.** For the avoidance of doubt, each CCG will retain responsibility for claims arising from those to whom it owes a statutory responsibility as the responsible CCG or Essex LAT that is subject to the conditions set out in paragraph 8.7. In that regard each CCG will maintain appropriate cover with the NHSLA or such other insurer as it uses.

14. Standards

- 14.1.** The SCCN will adhere to the Medical Reports Act 1988, and the Access to Health Records Act 1990 and any other relevant/appropriate legislation.
- 14.2.** The SCCN professional staff will adhere to all Information Governance requirements of the Host CCG. They will liaise with the host CCG's Caldicott Guardian and operate within the Data Protection Act 1998. CCGs should inform the Host CCG Chief Officer within 48 hours of any request made under the Freedom of Information Act 2000 which relates to the SCCN.

15. Communications

- 15.1.** Members of the SCCN Business Meeting (CCGs, Essex LAT and the local authorities) will act as the overall communication link to their health communities and shall present the approved minutes for each meeting to the next following meeting of the



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Southend CCG
NCB Local Area Team (Essex)

Board or senior management committee of their organisations. These minutes will not include minutes of any meeting, or part of any meeting, which is a closed Member-only session.

16. Period of Agreement and Termination.

This Collaborative Agreement shall take effect on 01 April 2014. The agreement will be subject to an annual review and continuation is subject to satisfactory performance by the SCCN of the obligations hereunder. The period may be extended with the agreement of all parties. Termination by any party will be subject to a 12 month notice period on the anniversary of the annual renewal. If any single organisation decides to withdraw from the agreement then they would be responsible for any subsequent redundancy payments resulting from the reduced funding allocation.



Mid Essex CCG
 North East Essex CCG
 West Essex CCG
 Basildon & Brentwood CCG
 Thurrock CCG
 Castle Point & Rochford CCG
 Southend CCG
 NCB Local Area Team (Essex)

17. Authorised signatories

17.1. The Chief Officer of the Host CCG and the 7 Executive Nurses of the CCGs shall be the authorised signatories to this agreement.

17.2. The Essex AT Director will also act as a signatory to this agreement.

17.3. Any changes to the above should be notified to the appropriate party in writing.

Organisation and Position	Name	Signature	Date
West Essex CCG, Chief Officer of Host CCG and Chair of the SCCN Business Meeting	Clare Morris		
Mid Essex CCG, Executive Nurse	Carol Anderson		
Thurrock CCG, Executive Nurse	Jane Foster-Taylor		
Basildon and Brentwood CCG, Executive Nurse	Lisa Allen		
Castle Point & Rochford CCG, Executive Nurse	Tricia D'Orsi		
North East Essex CCG, Executive Nurse	Lisa Llewelyn		
Southend CCG, Executive Nurse	Linda Dowse		
West Essex CCG, Executive Nurse and Host Director of Nursing	Jane Kinniburgh		
Director of Nursing, Essex LAT	Pol Toner		

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