

**DATED**

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- (1) NHS EASTERN & COASTAL KENT**
- (2) NHS WEST KENT**
- (3) KENT COUNTY COUNCIL**

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**Memorandum of Understanding  
Alignment of PCT staff to KCC**

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**PARTIES**

- (1) **NHS EASTERN & COASTAL KENT** whose principal place of business is at Brook House, Chestfield, Canterbury, Kent CT1 1AZ **and**
- (2) **NHS WEST KENT** whose principal place of business is at Wharf House, Medway Wharf Road, Tonbridge, Kent TN9 1RE together and NHS (together the “**PCTs**” and each a “**PCT**”); and
- (3) **KENT COUNTY COUNCIL** whose principal place of business is at Sessions House, County Hall, Maidstone, Kent ME14 1XQ (‘**KCC**’)

**1. Glossary**

- 1.1. If a word or term in this Memorandum of Understanding (‘this Memorandum of Understanding’) is capitalised, it will have the meaning set out in the Glossary in Schedule 1.

**2. Purpose**

- 2.1. The PCTs have agreed to align certain employees to fulfil the Functions (“being the oversight, management and governance of the Public Health functions, with the exception of Business planning and continuity which sits within Emergency Planning within the PCT”) under the management of KCC.
- 2.2. This Memorandum of Understanding does not set out every detail about the alignment of staff and the incidental arrangements. It sets out a high level summary of the basis of the agreement between the Parties.
- 2.3. With the exception of paragraphs 5 to 12 inclusive (Key Terms, Costs, Information sharing and Data Protection Act; Confidentiality and Intellectual Property, Freedom of Information, Counterparts, Governing Law and Third Party Rights), and the provisions of the 1<sup>st</sup> and 2<sup>nd</sup> Schedule, this Memorandum of Understanding is not intended to be legally binding upon the Parties.

**3. Background**

- 3.1. Statute (the National Health Service Act 2006) enables the PCTs to work jointly with local councils in the interests of efficiency.
- 3.2. The PCTs have been working jointly with KCC for several years under joint commissioning arrangements in a number of areas, including some senior joint appointments, for example the Director of Public Health.
- 3.3. The Government set out in July 2010 its intention to abolish Primary Care Trusts by March 2013. The Government’s White Paper also set out intentions to transfer public health functions from Primary Care Trusts to new arrangements located in upper tier local councils.

- 3.4. The PCTs and KCC are entering into this Memorandum of Understanding to ensure the business continuity of existing joint commissioning arrangements and to begin the permanent movement of these, and other public health functions, from the PCTs to KCC.
- 3.5. Both parties recognise that in future a permanent transfer of some staff may take place subject to certain safeguards and approvals. For the avoidance of doubt, however, this Memorandum of Understanding executes a temporary alignment of staff on an interim and temporary basis, as defined in the Department of Health Letter from Sir David Nicholson dated 17 February 2011,(to view letter go to [http://www.dh.gov.uk/en/Publicationsandstatistics/Lettersandcirculars/Dearcolleagueletters/DH\\_124440](http://www.dh.gov.uk/en/Publicationsandstatistics/Lettersandcirculars/Dearcolleagueletters/DH_124440)) and not a transfer of staff.

#### **4. Timetable**

- 4.1. The Parties intend this Memorandum of Understanding to take effect from 22 July 2011.

#### **5. Key Terms**

- 5.1 From 22 July 2011, KCC shall take over the oversight, management and governance of the functions. Public health with the exception of business planning and continuity KCC shall utilise its existing management and governance arrangements in connection with the functions. In practice, this will mean that:
  - 5.1.1 the Aligned Staff and Transferring Functions will be managed on a day to day basis by KCC, but for the avoidance of doubt the PCTs shall retain ultimate managerial control of the Aligned Staff ;
  - 5.1.2 the Aligned Staff shall remain employees of the PCTs
  - 5.1.3 the KCC Chief Executive, or her nominated deputy, shall attend such relevant meetings of the Boards of the PCTs as the PCTs may reasonably require for the purposes of discussing the operation of the Transferring Functions; and
  - 5.1.4 KCC, with the cooperation of the PCTs, shall ensure that appropriate organisational governance procedures are in place for the oversight of the Transferring Functions and will provide the PCTs with periodic assurances and risk reports regarding the services.
- 5.2 KCC will undertake the Transferring Functions with all reasonable skill and care, in accordance with all Change Management Policies, guidance and legislation applicable to the Transferring Functions in such a manner
  - 5.2.1 (a) so as to ensure business continuity of the Transferring Functions;
  - 5.2.2 that is consistent with the PCTs and KCC discharging their statutory functions; and in cooperation with all relevant stakeholders.
- 5.3 The PCT's will follow their own managing change policies for any consultation within the transition.
- 5.4 The PCTs shall take all reasonable steps to ensure the cooperation of the Aligned Staff with KCC in respect of their responsibilities under paragraph 5.2 and this Memorandum of Understanding in general.

- 5.5 The Transferring Functions under this Memorandum of Understanding shall be provided on a cost neutral basis. There shall be no payment made for the day to day management function provided by KCC
- 5.6 The Aligned Staff to be deployed to KCC under this Memorandum of Understanding will be so deployed on the basis more particularly set out at Schedule 2.
- 5.7 The Aligned Staff shall not immediately move their work location to offices within the premises of KCC, but may be required to do so in the future in accordance with the provisions of their contracts of employment.
- 5.8 The term of this Memorandum of Understanding will be from 22<sup>nd</sup> July 2011 until 31 March 2013 or until the PCTs cease to exist or cease to have responsibility for the Transferring Functions, whichever is the earlier, unless terminated earlier in accordance with paragraph 5.8 or 5.9 below.
- 5.9 This Memorandum of Understanding may be terminated by written agreement between both Parties signed under hand by the agreed representatives of both Parties. Termination agreed in this way shall not take effect until any required period of consultation with the Aligned Staff and other affected staff is completed and in any case not until three months after the date of the signed agreement to terminate.
- 5.10 This Memorandum of Understanding will terminate on the full transfer of Aligned Staff to KCC should that transfer be agreed between the Parties or required by statute, statutory instrument or by Order
- 5.11 The PCTs shall provide support services to KCC under this Memorandum of Understanding in respect of the Aligned Staff to include payroll, human resources (including training) and insurance and commissioning staff functions commensurate with the duties of the employing organisation as set out at Schedule 2.
- 5.12 KCC shall not provide support services to the PCT under this Memorandum of Understanding.
- 5.13 Without prejudice to the provisions of paragraph 1. of the 2<sup>nd</sup> Schedule, both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this Memorandum of Understanding.
- 5.14 The Parties share financial risks to the extent described under existing agreements between the Parties.
- 5.15 Senior managers of KCC shall report to KCC on all matters relating to the operational management and oversight of the Transferring Functions. KCC shall take over the oversight, management and governance of the functions and shall utilise its existing management and governance arrangements in connection with these Functions.
- 5.16 The agreed representative for each Party will be: the Chief Executive Officer for each Party, namely Ann Sutton for the PCTs and Katherine Kerswell for KCC.
- 5.17 Disputes will be referred to the Chief Executive Officer of each Party as defined in clause 5.16.

5.18 The financial liability of each staff group within the Transferring Functions is set out in Schedule 2 of this Memorandum of Understanding.

## **6. Costs**

6.1. The PCTs and KCC agree to pay their own costs and expenses incurred in connection with the negotiation, preparation and signing of this Memorandum of Understanding and any of the documents mentioned herein.

## **7. Information sharing and Data Protection Act**

7.1 The Parties shall registered under the Data Protection Act 1998 ("DPA") and the Parties will duly observe all their obligations under the DPA which arise in connection with this Memorandum of Understanding and

7.1.1 to take appropriate technical and organisational measures against accidental loss or destruction of and damage to any personal data and.

7.1.2 not to transfer any personal data outside the countries of the European Economic Area without and only to the extent of any written consent of the relevant data subject and the other Parties.

7.2 Notwithstanding the general obligation in this clause, where any Party is processing personal data (as defined by the DPA) as a data processor for any other Party (as defined by the DPA), that party shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA.

7.3 The Parties undertake to:

7.3.1 provide the each other with such information as another Party may reasonably require to satisfy itself that they are complying with its obligations under the DPA;

7.3.2 promptly notify the relevant Party of any breach of any security measures required to be put in place pursuant to the DPA; and

7.3.3 ensure that it does nothing knowingly or negligently which places another party in breach of that Party's obligations under the DPA.

7.4 The provisions of this clause shall apply during the continuance of this Memorandum of Understanding and indefinitely after its expiry or termination.

7.5 Subject to the requirements of this Clause 7 and the Data Protection Act the Parties agree throughout the Period of the Memorandum of Understanding to co-operate with others in the provision to the others of information reasonably required to enable them to report on their statutory obligations and planning overall strategies to meet statutory obligations

## 8. Confidentiality and Intellectual Property

- 8.1 Each Party acknowledges that it is a public authority within the meaning of Schedule 1 of the Freedom of Information Act 2000. In consideration of each Party providing confidential information to the other in connection with the Memorandum of Understanding or any tender or transfer of services, the PCTs and KCC each agree not to (and will make sure that no officer, employee or agent acting on its behalf will) disclose to any other party any confidential information concerning or in connection with the Parties or this Memorandum of Understanding, subject to its obligations under the Freedom of Information Act 2000, the *Code of Practice on Openness in the NHS* (4 August 2003) and any other applicable laws, rules, regulations and guidance
- 8.2 All written information and data made available by one Party ("the Disclosing Party") to the other ("the Receiving Party") hereunder is confidential ("Confidential Information") and each Party undertakes to treat such Confidential Information with the same care as it would reasonably treat its own confidential information.
- 8.3 Each Party will ensure that its staff comply fully with the principles and requirements set out in the Caldicott Report.
- 8.4 Each Party undertakes that the transmission of patient related information will comply with the PCT's Information Governance requirements and will be sent to safehaven addresses whether transmitted electronically, by facsimile or post.
- 8.5 Each Party will use all reasonable endeavours to ensure that the Confidential Information is not copied or disclosed to any third party whatsoever.
- 8.6 Upon written request of the Disclosing Party on expiration or termination of this Memorandum of Understanding the Receiving Party will return to the Disclosing Party all Confidential Information not previously returned.
- 8.7 The obligations contained in this clause will survive termination of this Memorandum of Understanding by ten (10) years.
- 8.8 Information shall not be considered as Confidential Information where it is:
- 8.8.1 already in the public domain other than through default of the Receiving Party;
  - 8.8.2 already in the Receiving Party's possession with no obligation of confidentiality; or
  - 8.8.3 Independently developed by the Receiving Party without reference to the Confidential Information.
- 8.9 Any samples, plans, drawings or information relating to the subject matter of this Memorandum of Understanding supplied to or specifically produced by one Party for another, together with the copyright, design rights or any other intellectual property rights in the same, shall be the exclusive property of the Disclosing Party and shall be used solely by the Receiving Party for the purposes of this Memorandum of Understanding.

## **9. Freedom of Information**

- 9.1 The Parties acknowledge that the other Parties are subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations 2004 and each Party shall assist and co-operate with the others (at their own expense) to enable the other Parties to comply with these Information disclosure obligations.
- 9.2 Where a Party receives a Request for Information (“Request for Information” means any request for information made pursuant to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004”) in relation to information which it is holding on behalf of any other Party, it shall (and shall procure that its sub-contractors shall):-
- 9.2.1 transfer the Request for Information to the other Party as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
  - 9.2.2 provide the other Party with a copy of all information in its possession or power in the form that the other Party requires within five Working Days of that Party requesting that Information; and
  - 9.2.3 provide all necessary assistance as reasonably requested by the other Party to enable that Party to respond to a Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act or regulation 5 of the Environmental Information Regulations 2004.
- 9.3 Where a Party receives a Request for Information which relates to this Memorandum of Understanding, it shall inform the other Party of the Request for Information as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information.
- 9.4 If a Party determines that information (including Confidential Information) must be disclosed, then it shall notify the other Party of that decision at least two Working Days before disclosure.
- 9.5 The Parties shall be responsible for determining at their absolute discretion whether the Information:-
- 9.5.1 is exempt from disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004;
  - 9.5.2 is to be disclosed in response to a Request for Information.
- 9.6 The Parties acknowledges that the other Party may, acting in accordance with its obligations under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or in accordance with a decision of the Information Commissioner, the Information Tribunal or other similar court or tribunal be obliged under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 to disclose Information:-
- 9.6.1 without consulting with the other Party, or
  - 9.6.2 following consultation with the other Party and having taken its views into account.
- 9.7 The Parties agree and acknowledges that any information disclosed in accordance with paragraph 9.6 above will not amount to a breach of any part of this Memorandum of Understanding.

## 10. Counterparts

This Memorandum of Understanding may be executed in any number of counterparts, each of which when executed will constitute an original of this Memorandum of Understanding, but all the counterparts shall together constitute the same Memorandum of Understanding.

## 11. Governing law

This Memorandum of Understanding 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 law of England and Wales.

## 12. Third party rights

This Memorandum of Understanding is for the benefit of, and where applicable, is binding on the Parties and their respective successors and assigns. Anyone who is not a party to this Memorandum of Understanding will not have any rights under this Memorandum of Understanding.

### SCHEDULE 1 GLOSSARY

<b>Aligned Staff</b>	Those staff detailed under Schedule 2 who will remain employees of the PCTs but be managed on a day to day basis by KCC for the PCTs under the terms of this Memorandum of Understanding
<b>Confidential Information</b>	shall mean any information which has been designated as confidential by any Party in writing or that which ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998;
<b>Transferring Functions</b>	The functions and management arrangements to be undertaken by KCC under this Memorandum of Understanding, as set out in paragraph 5.1
<b>PCTs</b>	The PCTs being the organisations with which the Aligned Staff have their contract of employment
<b>Employee Emoluments</b>	All employment related outgoings including salaries, wages, bonus or commission, holiday pay, expenses, national insurance and pension contributions and any liability to taxation;
<b>Parties</b>	The PCTs and KCC;

#### Interpretation:

- References to any statute, statutory instrument, regulations or guidance are references to those as from time to time amended, replaced, extended or consolidated.
- References to any statutory body shall include its statutory successor(s) or assign(s).



**SCHEDULE 2**  
**STAFF ALIGNMENT ARRANGEMENTS**

- 1.1. The Parties agree the following arrangements for the alignment of Aligned Staff to KCC
- 1.2. The Aligned Staff shall be line managed by and accountable to officers of KCC where their previous line management arrangements within the PCTs no longer exist following their alignment.
- 1.3. The Aligned Staff shall remain employed by the PCTs in accordance with their contracts of employment and the PCTs shall remain entirely responsible for all payments due to or with respect to them including all PAYE (Pay As You Earn) and NHS Pension Scheme payments and for any action which may be required in relation to the employment of the Aligned staff such as action in respect of conduct, attendance or performance but the PCTs shall consult with KCC about any such proposed action and should KCC become aware of any act or omission of the Aligned Staff which may constitute any material breach of their terms or conditions then KCC shall notify the PCTs.
- 1.4. For the avoidance of doubt, the period of the alignment of staff is intended to end upon the termination of this Memorandum of Understanding.
- 1.5. The Parties shall consult with each other about any proposal to make any change to the terms and conditions of employment of the Aligned Staff but it shall be the responsibility of the PCTs to consult with the Aligned Staff about such changes to terms and conditions and ultimately to implement any changes.
- 1.6. KCC shall be responsible for ensuring that the Aligned Staff receive appropriate supervision, appraisals and reviews where their previous line management arrangements within the PCTs no longer exist following their alignment
- 1.7. All Aligned Staff under this Memorandum of Understanding will have an entitlement to annual leave in line with their NHS (National Health Service) terms and conditions of employment. Arrangements for holiday absences will, be initially discussed and agreed with the operational line manager, who, if a KCC member of staff will ensure that relevant PCT receives a contemporaneous note of all holidays taken and those planned for each member of staff.
- 1.8. KCC will ensure that at the premises which it controls there are sufficient resources in order for the Aligned Staff based at those premises to be operationally effective. This will include sufficient desks, chairs, (but not telephony and computer equipment), together with a secure and safe internet connection.
- 1.9. Where the Parties agree there is a business need for the same the Parties will provide Aligned Staff with equitable access to mobile telephones, which will be regularly maintained.
- 1.10. Aligned Staff will complete paperwork required by the PCTs and will have access to stationery and resources to enable them to function on a day to day basis.
- 1.11. All Aligned Staff will be deployed to work with KCC. They will be accountable to the Director of Public Health, Meradin Peachey through their respective line management structure regardless of professional background, unless those management structures have ceased to exist in which case paragraph 1.2 of this Schedule will

apply. This will include accountability for performance activity and budget management against the respective service and management of their workload.

1.12 All parties will work to the highest standards of service quality and will strive for continuous improvement and use the following PCT or KCC equivalent codes of organisational practice.

- a) Clinical Governance
- b) Infection Prevention and Control
- c) Patient Information Confidentiality
- d) Information Security and Governance, including the transmission and receipt of personal identifiable information using safehaven procedures.
- e) Controls Assurance
- f) Audit
- g) Equipment maintenance, testing and calibration standards
- h) Care Quality Commission (CQC) Quality and Safety Outcomes
- i) Reporting of Risks and Incidents
- j) All relevant standard operating procedures regarding the services covered by this Memorandum of Understanding.

1.13 Access to reports on performance against the above standards will be made available at the reasonable request of any Party.

1.14 All Parties will take account of the key principles of the NHS Constitution and operate within all NHS standards, guidance, protocols, policies and mandates and deliver the services with due care and diligence.

1.15 All Parties will comply with all regulations and guidelines set by the statutory bodies and professional organisations regarding training and practice of their professional and administrative staff for the services covered by this Memorandum of Understanding. All Parties will further ensure that their respective professional staff fulfil the requirements for registration to practice with the relevant UK registration body and are so registered.

1.16 All Parties will warrant that each member of staff involved in the delivery of this Memorandum of Understanding has the appropriate level of qualifications, experience and competency and have the appropriate level of Criminal Records Bureau and security clearance.

1.17 All Parties will comply with their own organisational processes for reporting and managing serious incidents; the review and management of which will be fully discussed between the parties. Where required and appropriate, action plans will be produced and shared.

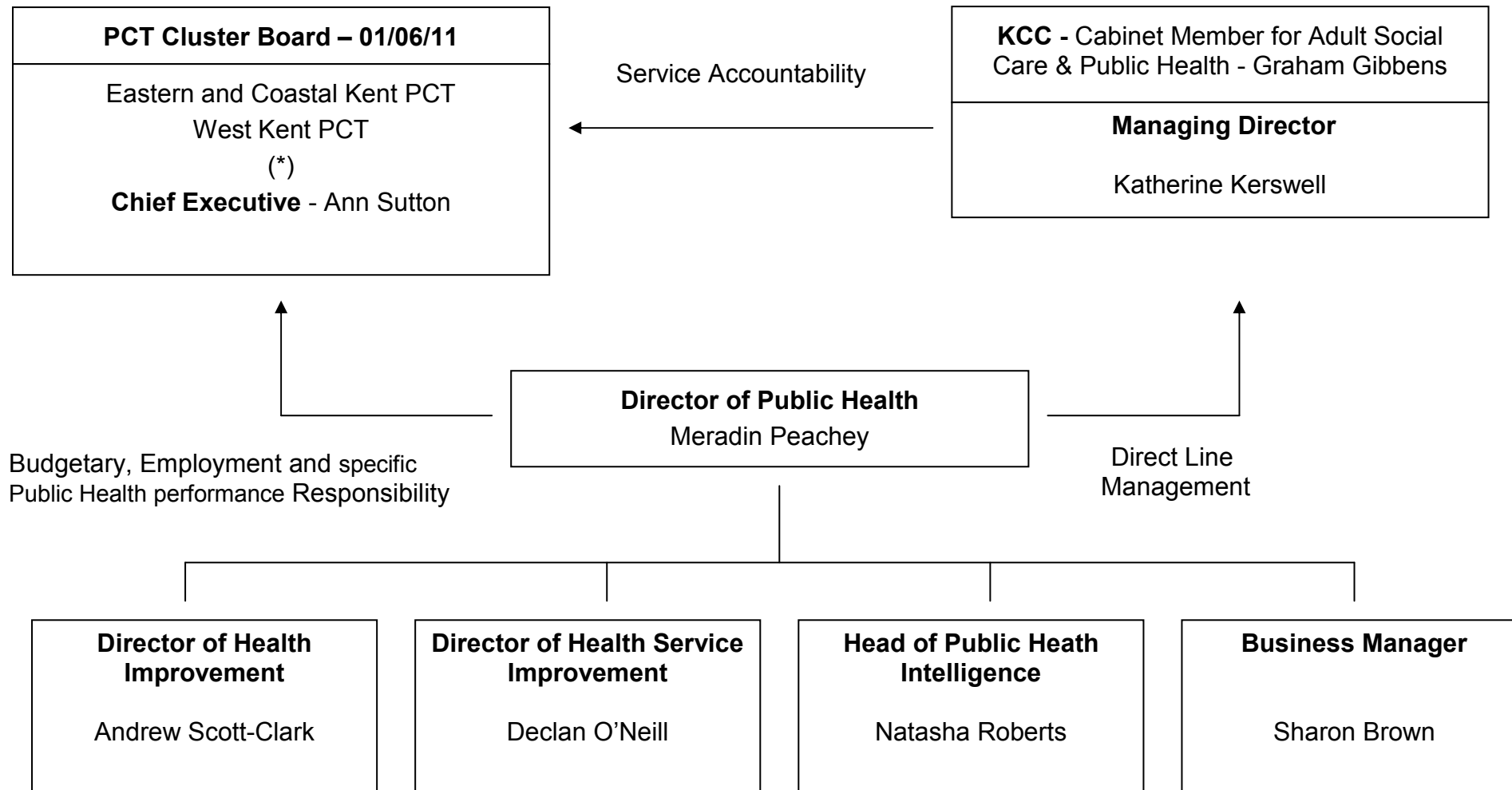
1.18 The Parties do not believe that the arrangements under this Schedule constitute a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") but in the event that it is agreed or determined that TUPE does apply then:

- 1.18.1 the PCTs shall be responsible for all Employee Emoluments in relation to the Aligned Staff up until the date of termination of this Memorandum of Understanding even if the date of the transfer is deemed to have occurred earlier;
- 1.18.2 the PCTs shall indemnify and keep KCC indemnified against all claims, losses, damages or awards including any associated legal costs incurred by KCC arising out of or relating to any act or omission of the PCTs arising from or relating to the employment of the Aligned Staff or its termination prior to the date of the termination of this Memorandum of Understanding or the date upon which any transfer of staff in accordance with TUPE is deemed to have occurred if earlier; and
- 1.18.3 the PCTs and KCC shall otherwise cooperate with each other to determine such other required financial contributions and other necessary arrangements that may be required to give effect to the transfer.
- 1.19 For the avoidance of doubt, the PCTs shall continue to be responsible in respect of any claims or other liabilities whatsoever which arise in respect of or from the Aligned Staff and in respect of any claims or other liabilities to any third party arising out of any act or omission of the Aligned Staff during the term of the Memorandum of Understanding and it will continue to maintain such relevant NHSLA cover in respect of the Aligned Staff except for all claims or liabilities arising from any act or omission of KCC.
- 1.20 The PCTs shall use its reasonable endeavours to procure the consent of the Aligned Staff to KCC having access to such personal data relating to the Aligned Staff which is under the PCTs' control as may be reasonably required by KCC.
- 1.21 Nothing in this Schedule shall be construed as having the effect of forming or recording any relationship of employer and employee between the Aligned Staff and KCC.
- 1.22 Financial responsibility for PCT staff remains with the PCTs and for KCC staff financial responsibility remains with KCC.
- 1.23 Budgetary responsibility is held by the Director of Public Health, who is accountable to both PCTs and KCC under their respective financial protocols and procedures

**Schedule 3**

**Governance and Accountability of PCT staff Aligned with KCC**

(\* Medway PCT, not shown here has similar accountability to PCT Cluster Board)



#### Schedule 4

Currently identified commissioned public health activity and budgets in Eastern and Coastal Kent PCT and West Kent PCT:

Service	Contract value – 11/12	Service Provider
East Kent Stop Smoking Service	£1,609,970	Eastern and Coastal Kent Community Services NHS Trust
Healthy Weight Services	£937,831	Eastern and Coastal Kent Community Services NHS Trust
Health Trainer Service	£683,395	Eastern and Coastal Kent Community Services NHS Trust
Sexual Health services	£7,090,432	Eastern and Coastal Kent Community Services NHS Trust
Sexual Health Promotion	£374,015	Eastern and Coastal Kent Community Services NHS Trust
Termination of Pregnancy	£1,116,787	Marie Stopes
Healthy Schools programme – (overseen by Children’s Services Commissioner)	£305,546	Eastern and Coastal Kent Community Services NHS Trust
Breastfeeding promotion (£90k)	£0K 11/12 (£90K 10/11)	PS breastfeeding
Healthy walk funding	£0K 11/12 (£81K 10/11)	Kent County Council
Swale Community development worker	£19,488	Swale CVS
GP Healthy weight pilots	£TBC 11/12 £167,385 10/11	Various practices
Enhanced services	£138,696 £98,564 £566,879 £65,000	Various practices
Alcohol services	£400,127	KDAAT * commissioned jointly with Probation Service who contribute £60k
West Kent Stop Smoking Service	£1,000,000	Stop Smoking Team (Public Health)

Healthy Weight Services	£437,999	Local Authorities and Healthy Living Centres Dartford & Gravesham NHS Trust (dietetics dept)
	£36,000	NB: In addition, PCT awarded Pilot Status for DoH Change4Life (one-off funding from Community fund - £50k)
	£8,000	One off programme of training from accredited training providers
	£130,000	Acute Hospitals (DVH, Maidstone and Pembury); Community Breastfeeding Support workers; individual contracts with National Childbirth Trust;
	£47,000	West Kent Community Health
Health Trainer Service	£75,000	NHS West Kent
Sexual Health services	1,000,000	NHSWK Chlamydia Team West Kent Community Health Acute Trusts for GUM GPs and community pharmacies
		Healthy Living Centres Urban Blue bus
Local Authority Community Development (Health and Wellbeing programmes)	£291,999	6 Local Authorities
	£270,000	
Alcohol services	£90,000	KDAAT * commissioned jointly with Probation Service who contribute £60k
	£40,000*	
	£133,000	
Healthy Schools programme	£180,000	NHS West Kent
<b>Total</b>	<b>£17,145,688</b>	

## Schedule 5

Current public health functions that are the responsibility of the Kent DPH:

These functions have been identified along with the staff that currently deliver them. Some of the main local authority contributions are included in italics:

HEALTH IMPROVEMENT	WORKFORCE
Joint strategic Needs Assessments (JSNA)  Commission Health and Well being interventions	Consultant in Public Health Public Health intelligence officers <i>Joint work with LA's esp. KASS and CFE</i>  Consultant in Public Health
Building sustainable capacity and resources for health improvement and reducing health inequalities:	Public Health specialists with commissioning skills <i>Many LA functions contribute directly to reducing health inequalities – HI Strategy applies</i>
Sexual health (inc Teenage Pregnancy) Manage business planning, service specification and tender process for service Manage Service Level Agreements and contracts with providers Directly manage provision of chlamydia services Performance management and evaluation	Consultant in PH PH specialists <i>Teenage Pregnancy Partnership            Youth Service</i>
Smoking cessation and tobacco control Manage Service Level Agreements and contracts with service providers Management of smoking cessation service Performance management Analysis Tobacco control Alcohol and substance abuse services Manage service specification and development Performance management, data collection and analysis	Consultant in PH PH specialists  <i>LA Trading Standards            LA Environmental Health</i> Tobacco control manager  Consultant in PH ,PH specialists <i>Kent Drug and Alcohol Action Team</i>
Healthy weight SLA and contract with providers Target monitoring and data collection Analysis	Consultant in PH, PH specialists
Mental Health Manage service specification and development Manage Service Level Agreements and contracts with providers Performance management	Consultant in PH PH specialists <i>Joint Mental Health Service</i>
Falls prevention Manage service specification and development	Consultant in PH PH specialists

Activity monitoring	<i>LA KASS involvement</i>
Health Care Acquired Infections Performance management and Service Level Agreement monitoring Incident reporting Target monitoring	Consultant in PH PH specialists <i>Kent HealthWatch</i>
<b>SCREENING</b>	
Antenatal; Neonatal - newborn hearing; Cancer - breast, cervical, bowel; AAA; Diabetic retinopathy; Chlamydia; Develop newborn physical exam Surveillance monitoring Quality assurance SLA and contract monitoring performance, data collection and analysis	PH specialists Consultant in PH
<b>HEALTH INEQUALITIES</b>	
Healthy living centres service specification, contract monitoring and data analysis  Service development Learning difficulties expert input	Consultant in PH <i>Many LA functions contribute directly to reducing health inequalities – HI Strategy applies</i> PH Specialists <i>LA LD services and policy</i>
Vulnerable groups expert input	<i>LA services and policy</i>
<b>PARTNERSHIP WORKING</b>	
Build strategic partnerships Statutory duties include participation in: LSP; CSP; JSNA; Safeguarding Children Board; Children's Trust Board; Local Health and Wellbeing Board Community engagement  Advocacy for health <i>Kent Partnership</i> <i>Kent Agreement</i>	Consultant in PH PH Specialists Senior Health Improvement Officers  Health improvement specialists Campaigns co-ordinator Consultant in Public Health Health improvement specialists Communications officers <i>Officers from all KCC directorates and policy functions</i>
<b>HEALTH AND EUROPE CENTRE</b>	
European partnership working Social enterprises Training opportunities for PH staff	Director and business administrator <i>KCC International affairs</i>
<b>SCHOOL HEALTH</b>	
Enhanced healthy school status promotion National Indicators <i>Healthy Schools programme and PHSE education in schools</i>	Consultant in PH PH specialists <i>LA Function within CFE</i>



<b>HEALTH TRAINERS</b>	
Service specification and development SLA monitoring Professional development of HTs Activity data collection and analysis	Consultant in PH PH specialists
<b>COMMUNICATION</b>	
Social marketing Health promotion	<i>LA policy and comms functions</i>
<b>HEALTHCARE - PUBLIC HEALTH</b>	
Clinically and cost effective health services commissioning Needs assessment Care pathways, policies and guidelines to improve health outcomes Assess need, demand, utilisation and outcomes Commissioning support through information provision Decommission where evidence supports	DPH, Consultant in PH, PH Specialists, Information Analysts <i>JSNAs jointly with LAs</i>  <i>KASS contribution</i>
Prioritisation of health and social care services  Evaluate clinical and cost effectiveness Exceptional treatment requests •Produce evidence summaries •Panel members Clinically appraise business cases	DPH, Consultant in PH, PH Specialists, Information Analysts, PH Pharmacist
Equity of service provision  Monitor access and use of services Use of Health Equity Audit Use of Equity Impact Assessment Plan services for vulnerable groups	DPH, Consultant in PH, PH Specialists, Information Analysts <i>Kent HealthWatch</i>
Clinical governance and quality improvement  Agree service specifications and standards to monitor performance and outcomes Generate information to support QA and monitor performance Audit services and practices to improve outcomes Benchmarking against NICE guidelines	DPH, Consultant in PH, PH Specialists, Information Analysts  <i>Kent HealthWatch</i>
Healthcare audit, evaluation and research  Links with Equity of service provision and Academic PH	DPH, Consultant in PH, PH Specialists, Information Analysts

Patient safety	DPH, Consultant in PH, PH Specialists, Information Analysts, statistician
Risk analysis	<i>Kent HealthWatch</i>
Serious untoward incident management	
Healthcare development/planning Horizon scanning Analyse cost, benefits and risks for new services/technologies Facilitate strategic and business planning Develop service frameworks	DPH, Consultant in PH, PH Specialists
Leadership for health Strategic view of future developments in health Provide leadership for improving health and tackling inequalities	DPH, Consultant in PH, PH Specialists  <i>Public Health policy function</i>
Capacity building Ensure access to training posts Workforce planning	DPH, Consultant in PH, PH Specialists  Workforce planner
<b>HEALTH PROTECTION</b>	
Reactive acute functions Proper Office of local authority Contact tracing Outbreak and incident control Infection control including advice on HCAI Advice on immunisation queries	CCDC, DPH, Health Protection Nurses/Specialists
Proactive prevention functions Outbreak prevention plans eg. Tuberculosis, STIs, port health Environmental health liaison Microbiology and tropical diseases medicine liaison Emergency preparedness Business Continuity	CCDC  Analysts  Emergency planning officer <i>Emergency Planning function</i>
Both proactive and reactive functions Advice on novel threats to health and manage risk	Analysts, surveillance and data support staff
<b>INFECTION PREVENTION AND CONTROL</b>	
Monitoring Tuberculosis Business plan, service specification SLA performance and monitoring Tracing and incidents participation	CCDC, DIPC Consultant in public health (PH), CCDC
Influenza planning	Consultant in PH, CCDC

Seasonal Pandemic	<i>Emergency planning</i>
<b>IMMUNISATION AND VACCINATION</b>	
Performance and contract monitoring Target monitoring and data collection for the following programmes: •Childhood vaccination programme •HPV •Staff flu programme	Consultant in PH Immunisation co-ordinator
<b>PUBLIC HEALTH INTELLIGENCE</b>	
DPH annual report Health needs assessments	DPH PH Consultants
Mapping health indicators Health equity audit Health impact assessment Improving quality of health data PBC tailored inequality planning Economic modelling and evaluation Surveillance Evidence analysis and guidance	PH Specialists PH analysts Knowledge manager Librarian <i>KCC data and information functions</i> <i>Public Health policy function</i>
<b>ACADEMIC PUBLIC HEALTH</b>	
<b>RESEARCH AND ANALYSIS</b>	
Determine priorities for PH research Formulate specific PH research questions Define outcome measures Gap analyses Translate complex research results into information and knowledge to improve population health and wellbeing Evaluation of health services and PH interventions	PH consultant Lecturer in PH SpR/SPT in PH Social scientist Epidemiologist  Health service researcher
<b>EDUCATION</b>	
Teaching of other staff, medical students and colleagues Mentorship and group tutorials London/KSS Deanery training programme Specialist portfolio development CPD KSF IPA Public Health Champions	DPH, Consultant in PH, PH Specialists

**THIS MEMORANDUM OF UNDERSTANDING is duly executed on the date stated above  
by**

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Ann Sutton – Chief Executive of Kent & Medway Cluster

For and on behalf of NHS Eastern & Coastal Kent

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Ann Sutton – Chief Executive of Kent & Medway Cluster

For and on behalf of NHS West Kent

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Katherine Kerswell – Managing Director  
For and on behalf of Kent County Council