## **STATEMENT OF COLLABORATION BETWEEN CARE AND SUPPORT PROVIDERS IN SURREY**

### **Introduction**

Social care providers in Surrey are under exceptional pressure to maintain and sustain their service delivery in response to the COVID-19 pandemic. This requires us to look beyond our organisational boundaries and manage our response as a health and social care system, wrapped around our most vulnerable residents.

### **Principles**

Sharing our workforce would normally call for contractual and formal arrangements. Recognising that this is neither practical nor responsive in the current situation, the following principles will apply:

1. We recognise that sharing of staff might give the best overall outcome for the people we support.
2. There are lots of barriers to sharing of staff; we will all apply best efforts overcome these barriers and make it work.
3. We recognise how passionate and motivated our workforce are however it is acknowledged that due to individual circumstances it may not be possible for every staff member to be redeployed.
4. Any redeployment of staff must be supported by appropriate briefing, sharing of information and where required, resources to facilitate and ensure a safe working environment.
5. Any arrangements to share staff across the system in response to COVID-19 is done so in good faith and with the best of intentions. Any issues arising as a result of this should be considered in this context and a timely and mutually agreeable resolution sought.
6. As a demonstration of commitment, we ask that Provider organisations sign up to these principles.

### **Suggested working arrangements**

#### **Co-ordination, communication and commitment**

#### Both the receiving organisation and the deploying organisation will provide a main point of contact for liaising about the deployment of staff between the organisations.

1. Decisions about the redeployment of staff will be based on risk, with priority being allocated to those in the greatest need.
2. Both organisations will confirm their commitment to this statement before deployment takes place.

#### **Employment and Payment**

1. Staff remain in the employment of the deploying organisation and will continue to be paid in accordance with their contract of employment. This includes any special arrangements established as part of the COVID-19 response plans in relation to the payment of overtime.
2. Any additional hours worked over and above their contractual hours will be recorded and paid by the deploying organisation.
3. Whilst details regarding funding arrangements will vary from one situation to another, Surrey County Council will mediate between providers to ensure that neither the deploying nor the receiving organisation is financially disadvantaged from facilitating these arrangements.
4. Substantive managers are responsible for monitoring the total number of hours worked to ensure payment and compliance with the WTR as well as the wellbeing of the employee.
5. It is for the deploying organisation, as they deem appropriate, to put in place additional agreements with individual staff members who are being deployed.

#### **Insurance**

1. Receiving providers must ensure that all and any work undertaken for them by the employee of another provider is covered by their own insurance and liability arrangements.
2. Ensuring this, liability for loss or damage and health and safety duties are the responsibility of the receiving organisation.

#### **Induction and Supervision**

1. Both providers must ensure appropriate arrangements are in place to fully brief any worker undertaking work for them under this arrangement to ensure the safety and wellbeing of all workers and residents is supported.
2. All individuals must be assigned a supervisor for that shift and provided with their contact details for any queries or concerns to be raised and addressed in a timely manner. This includes the reporting of any incidents or accidents which should be recorded by both the employer and the provider.
3. If an employee is unable to attend work as planned, they must notify their substantive manager who will notify any provider the employee was due to deliver work for.
4. Any concerns about the performance of any worker should be shared by the supervisor with the employee’s substantive manager to be addressed as appropriate.

#### **Confidentiality and Data Protection**

1. All employees and workers must strictly adhere to the data protection, privacy notices and confidentiality arrangements of their substantive and provider organisations.

#### **Wellbeing, Health and Safety**

1. The receiving organisation will be responsible for the safety and welfare of the employee during the period of deployment, including for the provision and safe deployment of additional Personal Protective Equipment (PPE) and its application related to protection against COVID-19.
2. The receiving supervisor will be expected to brief the employee in all aspects of health and safety at the start of each deployment.
3. The general welfare of the employee will be the shared responsibility of both the receiving and the deploying organisations who will work in partnership to safeguard the health and wellbeing of the employee.

#### **Conduct**

1. All employees are expected to continue to conduct themselves in the same manner as if they were undertaking work for their employer.
2. Any concerns about the conduct of any worker should be shared by the supervisor with the employee’s substantive manager to be addressed as appropriate.
3. Any concerns or grievances will be dealt with between the respective supervisors as directed by the main point of contact for each organisation in the spirit of constructive problem solving.

#### **No Recruitment of Deploying Organisation’s Staff**

1. Provider organisations agree that they will not compete for each other's employees, meaning they will not attempt to recruit them during their deployment, nor seek to hire them for a period of six months following the deployment.