

THIS AGREEMENT is made on [.....]

BETWEEN:

(1) NHS ENGLAND Bath, Gloucester, Swindon and Wiltshire AREA TEAM of Bewley House, Marshfield Road, Chippenham, SN15 1JW ("**NHS ENGLAND BGSW AREA TEAM**"); and

(2) BATH AND NORTH EAST SOMERSET COUNCIL of Guildhall, Bath, BA1 5AW ("**Council**"),

(together the "**Parties**").

WHEREAS:

(A) The NHS ENGLAND BGSW AREA TEAM is empowered by section 256 of the 2006 Act to make payments to the Council in certain circumstances towards expenditure incurred by the Council

(B) The NHS ENGLAND BGSW AREA TEAM has agreed to make payment to the Council to contribute towards the costs of 1) Carers, 2) Grants to Voluntary Bodies and 3) Local Reablement ("**Schemes**") for the benefit of improving health and wellbeing

(C) By resolution of the NHS ENGLAND BGSW AREA TEAM Board - the transfer of funding for the scheme was recommended pursuant to section 256 of the 2006 Act.

(D) The NHS ENGLAND BGSW AREA TEAM is satisfied that this Grant is in accordance with the 2006 Act and complies with the Directions.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**

1.1. In this Agreement the following expressions shall unless the context otherwise requires have the meanings herein:

"2006 Act" means the National Health Service Act 2006;

“Annual Voucher” means the statement of compliance with conditions of Grant and expenditure certification as set out in the Schedule 2;

“Balance” means the Total Capital Costs less the Grant;

“Directions” means the Directions by the Secretary of State for Health as to the conditions governing payments by health authorities and other bodies under Section 28A of the National Health Service Act 1977 dated 28 March 2000;

“Financial Year” means 1st April of one year to 31st March of the following year;

“Monies” means the amount of money set out in Schedule 1 payable by the NHS ENGLAND BGSW AREA TEAM to the Council in respect of the Scheme on the understanding that the Council will meet the costs of the Scheme to the extent that it is not funded by the money;

“Nominated Officers” means the Area Team Finance Director (for the NHS ENGLAND BGSW AREA TEAM) and Chief Finance Officer (for the Council) or such replacements as may be notified by Party in writing from time to time;

“Scheme” means the schemes as more specifically described in Schedule 4; and

- 1.2. The headings in the Agreement are for ease of reference only and shall not affect the construction hereof.
- 1.3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.
- 1.4. Words in the singular shall include the plural and vice versa.
- 1.5. A reference to any Act of Parliament, Order, Regulation, Statutory Instrument, Directions or the like shall be deemed to include a reference to any amendment or re-enactment of the same.

1.6. Where the words include(s), including or in particular are used in these terms and conditions, they are deemed to have the words without limitation following them and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2. Conditions relating to the Funds Transfer

2.1. In consideration of the Council entering into the Agreement and subject to the terms of this Agreement, the NHS ENGLAND BGSW AREA TEAM shall pay the Monies to the Council as described in Schedule 1 and if the Monies are to be paid in instalments, in such instalments as described in Schedule 3.

2.2. The Council shall submit an Annual Voucher which has been duly authenticated and certified in accordance with the Directions to the Chief Financial Officer by no later than the 28 days following the end of each Financial Year.

2.3. The NHS ENGLAND BGSW AREA TEAM and the Council shall at any meeting convened under Clause 2.10 consider the payments made in respect of the Scheme and the NHS ENGLAND BGSW AREA TEAM reserves the right to reduce the amount of any future payments in accordance with section 2(5) of the Directions.

2.4. The Council shall use the Monies in respect of the Scheme and shall not use the Monies for any other purpose other than the Scheme and shall repay to the NHS ENGLAND BGSW AREA TEAM a sum equal to the amount of any part of the Monies which is not so applied.

2.5. The Council shall at all times observe the NHS ENGLAND BGSW AREA TEAM obligation to obtain best value for money.

2.6. The Council shall provide any services that are part of the Scheme:

2.6.1. In such way as to secure the most efficient and effective use of the amount paid

2.6.2. In accordance with all relevant legislation and the Directions; and

- 2.6.3. In accordance with any policies, performance objectives, eligibility criteria and standards set out at Schedule 4.
- 2.7. Any part of the Monies that remains in the Council's possession following completion of the Scheme and is not expended by the Council on the Scheme in accordance with Clause 2.4 shall be declared to the NHS ENGLAND BGSW AREA TEAM and both Parties shall use their reasonable endeavours to agree the future use of such remaining funds including, where appropriate
- i. The immediate return of the remaining funds to the NHS ENGLAND BGSW AREA TEAM .
 - ii. The Re-allocation of the funds to finance identified projects/plans in future years.
- 2.8. The Council shall be responsible for the operational management of the scheme.
- 2.9. The Council shall provide the NHS ENGLAND BGSW AREA TEAM with the information detailed in Schedule 5 and access to such other information as the NHS ENGLAND BGSW AREA TEAM may reasonably request.
- 2.10. The NHS ENGLAND BGSW AREA TEAM and the Council shall meet at such intervals as the Parties agree, having regard to the nature of the scheme, to review the scheme.
- 2.11. Any variation to this Agreement or the scheme must be agreed in writing by an authorised officer of each Party.
- 2.12. Any complaints in relation to the Scheme shall be notified immediately to the Nominated Officers who shall agree an appropriate course of action to ensure that all such complaints are dealt with appropriately.

3. Authority

- 3.1. Both Parties warrant that all required approvals and any necessary delegated authority which a Party may be responsible for ensuring, shall be put in place and complied with regarding the execution and performance of this Agreement.

4. Dispute Resolution

- 4.1. Both Parties agree that it would be in their best interests for any disagreement to be resolved locally as soon as possible and shall use their reasonable endeavours to negotiate in good faith and settle any disagreement arising out of or relating to this agreement.
- 4.2. If any disagreement is not resolved through ordinary negotiations it shall be referred to the Area Director of the NHS ENGLAND BGSW AREA TEAM and the Chief Executive of the Council for discussion and resolution. If the disagreement is not resolved, the Parties shall use reasonable endeavours to settle it by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. To initiate a mediation a Party must give notice to the other Party requesting a mediation in accordance with Clause 4.2. The cost of the mediation shall be met in equal shares by the Parties and the outcome of such mediation shall be binding on both Parties.

5. Cancellation and reimbursement

- 5.1. The Council shall inform the NHS ENGLAND BGSW AREA TEAM in writing should the Scheme come to an end or the Council ceases to carry out those functions in connection with which the Monies are paid.
- 5.2. Should the Scheme come to an end or the Council ceases to carry out those functions in connection with which the Monies are paid prior to completion of transfer of the Monies, then the NHS ENGLAND BGSW AREA TEAM shall be under no obligation to pay the Monies or make further instalments of the Monies.
- 5.3. If the Council does not use the total amount of the Monies in connection with the Scheme, then the Council shall reimburse to the NHS ENGLAND BGSW AREA TEAM any part of the Monies which the Council has received and which has not been used in connection with the Scheme and shall provide details in writing as to why such part of the Monies was not used. The Parties, acting reasonably, shall meet to review how the unused part of the Monies shall be treated.
- 5.4. In the event the NHS ENGLAND BGSW AREA TEAM ceases to pay the Monies or the Council is obliged to reimburse the Monies in accordance with this Clause , the NHS ENGLAND BGSW AREA TEAM and the

Council shall work together to ensure there is minimal disruption to individuals benefiting from the Scheme.

6. Contracts (Rights of Third Parties) Act 1999

6.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall confer to purport to confer or operate to give any third party any benefit or any right to enforce any term of this Agreement except as expressly provided in this Agreement.

7. Communication

7.1. Except as otherwise provided in this Agreement all notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the Nominated Officer or such other address in England as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served on the day of delivery if delivered by hand when delivered and if by first class post 48 hours after posting.

8. No Agency

8.1. The Parties are independent and nothing in this Agreement is intended to, or shall operate to, create a partnership or any employment relationship between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

9. Freedom of Information

9.1. The Parties acknowledge that they are and each other is subject to the requirements under the Freedom of Information Act 2000 ('the FOIA') and shall assist and cooperate with each other free of charge to enable them to comply with these information disclosure requirements.

9.2. The Parties acknowledge that they may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the

discharge of public authorities' functions under Part 1 of the FOIA, be obliged to disclose information:

9.2.1. Without consulting with the other Party, or

9.2.2. Following consultation with the other Party and having taken its views into account.

10. Assignment

10.1. This Agreement is personal to the Council and the Council shall not assign or transfer (or purport to assign or transfer) the benefit or burden of this Agreement to the other Party.

11. Governing Law

11.1. This Agreement shall be governed by and construed in accordance with English Law.

Schedule 1

Memorandum of Agreement Section 256 transfer

Reference number: [Bath, Gloucester, Swindon and Wiltshire Area Team
NHS England S256 / B&NES Council – 2014/15]

Title of Scheme: 1) Purchase of Social Care

1. How will the section 256 transfer secure more health gain than an equivalent expenditure of money in the NHS?

1.1. This is funding from the National Health Service and is to invest in social care services to benefit health and to improve health gain.

1.2. Towards this aim, the agreement for the transfer is made between the NHS England BGSW Area Team and the Council. The Council will use the monies to ensure the sustainability and development of services for both health and social care and jointly support the agreed priorities within the Scheme.

2. Description of Scheme

2.1. Funding via the NHS to mutually benefit social and healthcare services.

2.2. The funding will aid the commissioning of a range of services as detailed in question 4 below.

3. Financial details (and timescales):

Total amount of revenue funding to be transferred and amount in each year:

Funding Stream	Year	£	Invoicing Dates
S256 Monies	2014/15	£3,344,700	1 April 2014

4. Please state the evidence you will use to indicate that the purposes described at questions 1 and 2 have been secured.

- 4.1. NHS ENGLAND BGSW AREA TEAM will ensure that appropriate governance frameworks are put into place to demonstrate that the pre-determined health and social care outcomes are achieved. This is to be carried out in a transparent and efficient manner with the Council to keep NHS ENGLAND BGSW AREA TEAM informed of the progress in delivery.
- 4.2. The Council will keep complete and accurate records in relation to the scheme and will allow the NHS ENGLAND BGSW AREA TEAM /s representatives to inspect all such records and will supply copies on request.
- 4.3. The Parties will have regular meetings for the purpose of discussing the spend and outcome measures and how it is delivering Health and Social Care benefits in the economy.
- 4.4. The Parties shall agree key performance indicators or measures to evidence success for the Scheme.
- 4.5. The key outcomes that the Scheme is seeking to achieve include:
 - 4.5.1. Support for avoidance of unnecessary emergency hospital admissions.
 - 4.5.2. Increased support and assistance for older people living independently for longer.
 - 4.5.3. Prevent admissions to residential care & escalations in community care packages
 - 4.5.4. Support achievement of locally agreed Delayed Transfer of Care (DToC) target of 1% for acute beds and 5% within community hospitals.

Signed : for the Board/clinical
commissioning group

..... Position

..... Date

Signed : For local authority /
other recipient body

..... Position

..... Date

Schedule 2

S256 Annual Voucher

PART 1 STATEMENT OF GRANT EXPENDITURE FOR THE YEAR 2014/15

Proposed used for the NHS Funding for Social Care

Service Areas	Scheme Details	£000	Health Outcomes	Measures and metrics
Community equipment and adaptations	Handyperson Services & Minor Adaptations (Care & Repair) - Home Safety Checker and subsequent arrangement of essential adaptations to repairs to enable an older or disabled person to be discharged from hospital and return home safely	50	Support avoidance of unnecessary emergency hospital admissions and readmissions	Permanent admissions to residential/nursing homes (rate per 10,000) 65+ (<i>14/15 planned reduction 3.9%</i>) % of cases maintained in current setting (outcome of short term services)
Community equipment and adaptations	Housing renewal - financial assistance to older and disabled people to make essential improvements to their homes, including addressing trip hazards, fire-safety, home security, home energy	120	Prevent admissions to residential care & escalations in community care packages	% of cases maintained in current setting (outcome of short term services) The scheme will influence the public health outcomes framework metric: Injuries due to falls in people aged 65 and over
Integrated crisis and rapid response services	Targeted rural domiciliary care service aimed at admission avoidance	208		Permanent admissions to residential/nursing homes (rate per 10,000) 65+ (<i>14/15 planned reduction 3.9%</i>)

Maintaining eligibility criteria	Social Care Placement and Personal Budgets - the increasing complexity and acuity of people being supported to live in the community is giving rise to cost pressures associated with higher staffing levels and/or skill-mix and, therefore placement and care package unit costs	460	Increased support and assistance for older people living independently for longer	Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services (14/15 planned change 0.9%) Delayed transfers of care (delayed days) from hospital per 100,000 population (aged 18+).
Reablement services	Sirona Care & Health - Reablement & Rehab	500	Support avoidance of unnecessary emergency hospital admissions and readmissions	Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services (14/15 planned change 0.9%) Total non-elective admissions in to hospital (general & acute), all-age, per 100,000 population
Reablement services	7 day working - Hospital SW & Core re-ablement	278	Support avoidance of unnecessary emergency hospital admissions and readmissions	Delayed transfers of care (delayed days) from hospital per 100,000 population (aged 18+). Total non-elective admissions in to hospital (general & acute), all-age,

				per 100,000 population
Early supported hospital discharge schemes	Step Down Accommodation, Care & Support (Curo Housing & Sirona) - provision of mobility standard flats with care and support to enable step-down from hospital and support return home	203	Support achievement of locally agreed Delayed Transfer of Care (DToC) target of 1% for acute beds and 5% within community hospitals	Delayed transfers of care (delayed days) from hospital per 100,000 population (aged 18+).
Early supported hospital discharge schemes	Community Stroke Co-ordinator	24		
Early supported hospital discharge schemes	Intensive Home from Hospital	50	Support avoidance of hospital readmissions	
Mental Health Service	AMHP Service capacity	50	Support avoidance of unnecessary emergency hospital admissions and readmissions	Total non-elective admissions in to hospital (general & acute), all-age, per 100,000 population
	MCA DOLS capacity	50	Increased support and assistance for people living independently in the community in the least restrictive way; prevent admission to residential care as least restrictive action and package in place in accordance with peoples wishes	Number of adults been assessed in accordance with legal framework Better outcomes for people who lack mental capacity Assurance that services are not unlawfully deprived
	Out of Hours	50	Building resilience in the Mental Health service	Total non-elective admissions in to hospital (general & acute), all-age, per 100,000 population

Employment support	Employment Inclusion for Learning Disabilities & Mental Health	15	Adults with LD and MH needs will have improved mental and physical health through greater independence and economic wellbeing. Positive mental health supported through greater social inclusion	
Employment support	Mental Health Primary Care Employment worker	38	Support people with common mental health problems supported in primary care to return to work and/or come of sickness and benefits payments.	
Integrated records or IT	Implementing the Care Act	608	Agreed through the Better Care Fund to enable the system change to be compliant with the requirements of the Care Act	
Joint health and care teams/working	Strategic planning capacity	100	Prevent admissions to residential care & escalations in community care packages	Permanent admissions to residential/nursing homes (rate per 10,000) 65+ (14/15 planned reduction 3.9%)
Joint health and care teams/working	Increased support in Safeguarding	44		
Other social care (please specify)	Sirona Care & Health - Service Developments (contractual commitment)	350	Support achievement of locally agreed Delayed Transfer of Care (DToC) target of 1% for acute beds and 5% within community hospitals	Delayed transfers of care (delayed days) from hospital per 100,000 population (aged 18+).
Other social care (please specify)	Income maximisation service - to assist older and disabled people to maximise their income from welfare benefits and enable them to fund or partially fund care and support	47	Increased support and assistance for older people living independently for longer	

Other intermediate care (please specify)	OP Independent Living Service	100	Prevent admissions to residential care & escalations in community care packages	Permanent admissions to residential/nursing homes (rate per 10,000) 65+ (14/15 planned reduction 3.9%)
Total		3345		

PART 2 STATEMENT OF COMPLIANCE WITH CONDITIONS OF TRANSFER

I certify that the above expenditure has been incurred in accordance with the conditions, including any cost variations, for each Scheme agreed by the NHS ENGLAND BGSW AREA TEAM in accordance with the Directions made by the Secretary of State under section 256 of NHS Act 2006.

Signed Date

Chief Financial Officer
Bath & North East Somerset Council

Certificate of Auditor

The Statement of Responsibilities of grant-paying bodies, authorities and appointed auditors in relation to grant claims and returns, issued by the Audit Commission, sets out the respective responsibilities of these Parties, and the limitations of our responsibilities as appointed auditors.

I/We have:

- Examined the entries in this form (which replaces or amends the original submitted to me/us by the authority dated _____)* and the related accounts and records of the authority in accordance with Certification Instruction A1 prepared by the Audit Commission for its appointed auditors; and
- Carried out the tests specified in Certification Instruction [.....] prepared by the Audit Commission for its appointed auditors, and I/we have obtained such evidence and explanations as I/we consider necessary.

(Except for the matters raised in the attached qualification letter dated _____)*

I/we have concluded that the entries are

- Fairly stated; and
- In accordance with the relevant terms and conditions

Signature

Name (black capitals)

Company/Firm.....

Date

*Delete as necessary

Schedule 3

Financial details (and timescales):

Total amount of revenue funding to be transferred each year and instalments due (if this is subsequently changed, the memorandum must be amended and re-signed):

Funding Stream	Year	£	Invoicing Dates
S256 Monies	2014/15	£3,344,700	1 April 2014
TOTAL		£3,344,700	

Schedule 4

Description of Schemes (see Schedule 2 PART 1)

- i. These Schemes provide for the transfer of the social care funds given to the NHS ENGLAND BGSW AREA TEAM in to the Council to support the sustainability and development of its services and related health and social care activities.
- ii. The funding will aid the commissioning of a range of services to support the outcomes as detailed in Section 4 of Schedule 1.

Schedule 5

Management Information

The Council shall keep complete and accurate records in relation to the Scheme and shall allow the NHS ENGLAND BGSW AREA TEAM 's representatives to inspect all such records and shall supply copies on request and other such information as NHS ENGLAND BGSW AREA TEAM may reasonably request.

The Parties will use the Joint Committee for the Oversight of Joint Working, for the purpose of discussing the spend and how it is delivering health and social care benefits in the economy.

IN WITNESS whereof the Parties have signed this Agreement

Signed by

On behalf of **NHS ENGLAND Bath, Gloucester, Swindon and Wiltshire AREA TEAM**

Title: Area Team Finance Director

Name: Jennifer Howells

Signed by

On behalf of **BATH AND NORTH EAST SOMERSET COUNCIL**

Title: Chief Finance Officer

Name: Tim Richens