

Appendix 1



Borough of Telford & Wrekin
&
NHS England (Shropshire and Staffordshire Area Team)

Agreement in respect of a grant pursuant to Section 256 of the National Health Service Act 2006

THIS AGREEMENT is made on the of 2014

BETWEEN:

1) **NATIONAL HEALTH SERVICE COMMISSIONING BOARD** (known as NHS England) (SHROPSHIRE AND STAFFORDSHIRE AREA TEAM) of Anglesey House, Towers Business Park, Wheelhouse Road, Rugeley, Staffordshire. WS15 1UL (the “Board”)

and

2) **BOROUGH of TELFORD & WREKIN** of Darby House, Lawn Central, Telford, TF3 4JA (“the Council”).

(together the “**Parties**”)

WHEREAS:

(A) The Board is empowered by Section 256 of the 2006 Act to make payments to the Council (who are a local Social Services Authority within the meaning of the Local Authority Social Services Act 1970) towards expenditure incurred or to be incurred by the Council.

(B) The Board and the Council have agreed that:

(i) the Council shall assume responsibility for the commissioning and procurement of the Services; and

(ii) the Board shall make payments to the Council in relation to the provision of the Services

(iii) the Council will procure that the Services are provided as described in the Service Specification.

(C) By resolution of the Board, dated the **[ENTER DATE]** transfer of funding to support the Services was recommended pursuant to Section 256 of the 2006 Act.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

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;

“**Agreement**” means this agreement;

“**Annual Sum**” means the amount of the Grant payable annually by The Board to the Council in relation to the provision of the Services as set out at Schedule 3;

“**Annual Voucher**” means the statement of compliance with conditions of grant and expenditure certification as set out in Schedule 4;

“**Care Laws**” means the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children's Act 2000, the Carers Equal Opportunities Act 2004, the National Health Service and Community Care Act 1990 and the Care Act 2014 as in force from time to time;

“**Directions**” mean the National Health Service (Conditions Relating to Payments by NHS Bodies to Local Authorities) Directions 2013;

“**Effective Date**” means: **1st April 2014**;

“**Financial Year**” means the twelve month period from and including 1st April in any year to and including 31st March of the following year;

“**Grant**” means the amount of grant money payable by the Board to the Council in respect of the provision of the Services as detailed in Part 1 of the Service Specification;

“**Nominated Officers**” means [insert details of the Board's nominated officers](for the Board) and Service Delivery Manager- Commissioning, Care & Support, Commissioning & Contracting Team (for the Council) or such

replacements as may be notified by a Party to the other Party in writing from time to time;

“**Responsible Officer**” means an officer of the Council who is responsible for the discharging the function of authenticating and certifying the voucher in accordance with the Directions;

“**Service Providers**” means the organisations from whom the Council procure the Services;

“**Service Users**” means any individuals who receive the Services; and

“**Services**” means the services described more fully in the Service Specification;

“**Service Specification**” means the description of the Services, the background information regarding the Services and the aims and outcomes for the Services as are set out in Schedule 1 and Schedule 2;

“**Term**” means the period from the Effective Date until **31st March 2015**.

The headings in this Agreement are for ease of reference only and shall not affect the construction hereof.

- 1.2 A reference to any Act of Parliament, Order, and Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.

2 Term

- 2.1 This Agreement commenced on the Effective Date and, subject to any provisions that provide for earlier termination, shall expire at the conclusion of the Term

3 Conditions relating to the Grant

- 3.1 In consideration of the Council entering into this Agreement and subject to the terms of this Agreement, the Board shall pay the Grant to the Council as described in Schedule 3, in the form of the Annual Sum in accordance with

clause 4 and subject to the following conditions:

- 3.1.1 the Grant shall provide funding to the Council to in relation to the provision of the Services in accordance with the Service Specification and shall be used by the Council for no other purpose without the prior written authorisation of the Board;
- 3.1.2 unless otherwise agreed by the Board, the monies which are the subject of the Annual Sum will be apportioned and spent by the Council only as is described in Schedule 3;
- 3.1.3 the Council shall consult with the Board over the provision of Services;
- 3.1.4 the Council shall use the Grant in accordance with all relevant legislation and the Directions;
- 3.1.5 the Council shall ensure that the Services are provided in accordance with and so as to meet the aims and outcomes set out in the Service Specification;
- 3.1.6 the Council shall ensure that the provision of Services to the Service Users will be based on a personal needs assessment of each Service User;
- 3.1.7 use of the Grant by the Council shall be accounted for during the Term by submission by the Council of a completed Annual Voucher, (as set out in Schedule 4), to the [Director of Finance] of the Board which has been duly authenticated and certified in accordance with the Directions by no later than 31 July following the end of the Financial Year to which it relates;
- 3.1.8 the Council shall in its commissioning and procurement of the Services at all times observe the NHS obligation to obtain best value for money; and
- 3.1.9 the Council shall use reasonable endeavours to ensure that all statutory allowances available to be claimed by the Service Users

are claimed.

4 The Annual Sum

- 4.1 Subject to this Clause 4 the Annual Sum shall be Three Million, Five Hundred and Forty Eight Thousand, Eight hundred and Thirty Two Pounds (£3,548,832) for the provision of the Services.
- 4.2 The Board shall pay the Council the Annual Sum in one single payment on the 1st working day of the month that occurs immediately following the Effective Date.
- 4.3 The payment of the Annual Sum shall be subject always to the provisions of clauses 5 and 6 and shall continue unless reviewed and revised pursuant to the review provisions of clauses 5 and 6.
- 4.4 The Annual Sum shall be increased by an amount equal to any reasonable cost increase negotiated by the Council with any of the Service Providers as provided for under the relevant contracts/service level agreement.
- 4.5 If the Council request any increase in the Annual Sum pursuant to clause 4.4 it will provide the Board with such information in writing as the Board requests in relation to such increase.
- 4.6 Any increase in the Annual Sum pursuant to clause 4.4 shall be, subject to the Board's approval, applied to the first payment of the Annual Sum to be made on the first day of the month following the date on which such increase is agreed between the Board and the Council.

5 Review of Annual Sum

- 5.1 The Board will review the Annual Sum, taking into account clauses 4.4 and 4.5.

6 Review of the Services

- 6.1 The Council shall comply with the information obligations set out in Schedule 2 and shall provide the Board with any additional information in relation to the

provision of the Services as the Board may reasonably request.

- 6.2 The Board and the Council shall meet on a monthly basis to receive and review information on progress and outcomes for the period October 2014 to March 2015 and shall at all times during the Term, keep the Services under review in accordance with the provisions of any associated contractual agreements.
- 6.3 Subject to clause 6.2, the Board and the Council shall meet at such intervals as the Parties agree to review the provision of the Services.
- 6.4 The Council shall not vary the provision of the Services without the prior written agreement of the Board.
- 6.5 The Board shall be entitled, subject to giving 5 (five) Working Days written notice to the Council, to attend the Council's offices during office hours on a weekday and to inspect all relevant records and accounts of the Council, which relate to this Agreement, the service level agreements/contracts or the provision of the Services.

7 Dispute Resolution

- 7.1 Any dispute or difference between the Parties arising out of or in any way relating to the terms, conditions or obligations under this Agreement shall if required by either party be referred:
- 7.1.1 in the first instance to the Assistant Director, Finance, Audit and Information Governance of the Council and the [Director of Finance] of the Board to resolve; and failing agreement
- 7.1.2 in the second instance to the Assistant Director, Family, Cohesion and Commissioning with designated responsibility for Adult Care and Support of the Council and the [Executive Officer] for Commissioning of the Board to resolve; and failing agreement
- 7.1.3 in the third instance to the Corporate Director with Designated responsibility for Adult Care and Support of the Council and the [Accountable Officer] of the Board;

8 Applicable Law

8.1 The Parties acknowledge the Agreement takes into account the requirements of HSC 2000/011, LAC (2000)10 and the Directions issued by the Secretary of State for Health dated 28 March 2000.

9 Variation

9.1 Any variation to this Agreement must be agreed in writing by the Nominated Officer of each Party.

10 Termination

10.1 This Agreement shall terminate on the **31st March 2015**.

11 Assignment

11.1 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 any other Party.

12 Contracts (Rights of Third Parties) Act 1999

12.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall confer or 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.

13 Communication

13.1 Any notice to be given by either Party to the other under this Agreement shall be in writing sent to the Nominated Officer of the relevant Party at the address as set out in this Agreement.

14 Governing Law

14.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales

15. Counterpart

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This document has been executed as a deed and is delivered and takes effect at the date stated at the beginning of it.

Executed as a Deed by the affixing of the **COMMON SEAL of**

NATIONAL HEALTH SERVICE COMMISSIONING BOARD (SHROPSHIRE AND STAFFORDSHIRE AREA TEAM)

in the presence of

.....

Executed as a Deed by the affixing of the **COMMON SEAL of**

BOROUGH of TELFORD & WREKIN

in the presence of

.....

SCHEDULE ONE: SERVICE SPECIFICATION

Part 1: Description of the Services

- Community Equipment and adaptations
- Telecare
- Integrated Crisis and Rapid Response services
- Maintaining eligibility criteria
- Reablement services
- Bed Based Intermediate Care services
- Early Supported Discharge schemes
- Preventative services
- Other

Part 2: Background Information

This funding is intended specifically to further develop re-ablement and rehabilitation capacity in the Council, Community Health Services and in the independent and voluntary sectors to avoid un-necessary admissions, promote discharge from hospital and reduce people's dependency on social care services, both delivered directly or commissioned from other providers.

A proportion of the funding (£655,000) will be used by the Council to support named individuals with long term conditions.

Additional funding has been identified for transfer from the Board to the Council to enhance this service commitment which must be spent on social care services. The funding can be used to support and maintain existing services as well as investment in developing services which also benefit health. Agreed plans for this expenditure as allocated to the Council and agreed by the Board with the Council are set out in this Agreement.

The aim of the Services is to ensure that the funding is used as effectively and efficiently as possible to ensure that Service Users receive a co-ordinated and supported discharge from hospital and/or to prevent avoidable hospital re-admissions. The Services will also address the increasing demands put on social care services and subsequently health services, arising from demographic change and levels of health funding for individuals. There is also significant emphasis on utilising this funding to increase the re-ablement capacity within the Council, community health service and within the independent and voluntary sectors.

Part 3: Aims and Outcomes of the Services

Aims

- To ensure an effective and integrated approach to:

- Community Equipment and adaptations
 - Telecare
 - Integrated Crisis and Rapid Response services
 - Maintaining eligibility criteria
 - Reablement services
 - Bed Based Intermediate Care services
 - Early Supported Discharge schemes
 - Carers Emergency Service support
 - Preventative services
 - Other
- To ensure that public resources are used as efficiently and effectively as possible
 - To work within the priorities determined by the Parties in order to meet national and local targets:
 - reduce admissions to hospital
 - reducing admissions to residential and nursing homes
 - maintaining people at home after re-ablement and rehabilitation
 - reducing delayed transfers of care from hospital
 - reducing emergency admissions for people over 65, and
 - improve Service User and carer experience.

Outcomes

The Service Provider/the Council will:

- Deliver interventions to people within the community to avoid hospital admission and provide early supported discharge from hospital (this may, or may not include the use of the intermediate care beds, the commissioning of additional Intermediate care beds and/or interim care beds).
- Deliver growth of provision within the community including through NHS services and the voluntary sector.
- Produce and maintain information which demonstrates achievement of 'Expected Outcomes' as listed in the table in Schedule 2 below.
- Meet the health and well-being aims listed above, in line with the Better Care Fund, the 2006 Act and applicable Care Laws.

- Improve efficiency, effectiveness, consistency and equity in addressing health and well-being issues, using a preventative and enabling approach and avoiding creating a culture of dependency.
- Support the Council in supporting named individuals with long term conditions.

SCHEDULE TWO: INFORMATION OBLIGATIONS

The Council will provide the information described as “outcomes, metrics and measures” (as they relate to the Services) to the Board in each month of the Term in accordance with the table below:

REHABILITATION	OUTCOMES, METRICS/MEASURES
<p>Specific clinical interventions from a range of professionals, providing intensive rehabilitation which enables an individual to reach the level of functioning as close to their original level of functioning prior to the acute episode. (Mainly physiotherapy).</p>	<p>Information recorded via unique NHS identifier number and when work involves more than one professional, the Council will provide information for each.</p> <ul style="list-style-type: none"> ● Initial contact made with the named individual to inform of proposed actions ● Contact made by named professional ● Frequency/length of intervention provided to individual per day ● Duration (number of days of intervention) provided to an individual by the named professional route of referral to rehabilitation service ● Number of Service Users accessing and discharged from rehabilitation ● Reason for referral to Reablement ● Length of time supported by Reablement ● Outcome of receiving Reablement Services
INTEGRATED CRISIS, RAPID RESPONSE AND REABLEMENT (OCCUPATIONAL THERAPY)	OUTCOMES, METRICS/MEASURES
<p>Following the model outlined in the Accelerated Pilot model (July 2014), when and where appropriate the Council will:</p> <ul style="list-style-type: none"> ● Support referrals to a Single Point of Access. ● Respond to the outcomes of the Rapid Response assessment and risk assessment ● Respond to elements of the written care and treatment plan, as appropriate. 	<ul style="list-style-type: none"> ● Number of referrals made to the Single Point of Access using the new Template ● Maintain records of involvement in providing Rapid Response. ● As required, provide specified type of service, recording level of support provided and duration, including reduction in volume of activity linked to overall improvement in the individual. ● Record outcomes as per template ● Referrals to Brokerage ● Length of time supported by Rapid Response
EARLY SUPPORTED DISCHARGE SCHEMES LINKED TO REHABILITATION AND REABLEMENT	OUTCOMES, METRICS/MEASURES

<p>Purchase of residential and nursing care beds. Provide input from rehabilitation care teams in response to demand pressures.</p>	<ul style="list-style-type: none"> • Record referral from location confirming status (hospital, residential or nursing care home) • Record date of notification of ready for discharge • Record date of actual discharge • Record request for engagement by the Rehabilitation Care team • Record monthly average length of stay • Destination post discharge from the purchased bed
TELECARE	OUTCOMES, METRICS/MEASURES
<p>Via the existing contract with a named Provider: Ongoing maintenance of equipment allocated to named individuals Need for access to Telecare identified via Review Appropriate new equipment provided. Investment in adaptations where appropriate</p>	<ul style="list-style-type: none"> • Report on required Telecare service • Record provision of Telecare equipment • Record support and information to individual/and carers to ensure the equipment is used and maximised • Record if the outcome is a later return to an admission into an acute service or enabled to remain in own home setting.
COMUNITY EQUIPMENT AND ADAPTATIONS	OUTCOMES, METRICS/MEASURES
<p>Investment in equipment to support discharge. This supports a key priority of service transformation</p>	<ul style="list-style-type: none"> • Record review/ assessment undertaken to identify the need for community equipment, including Assisted Technology. • Record type of equipment provided • Record training and familiarisation support to named individual/carer to ensure the equipment is used appropriately. • Through monitoring, record the usefulness of the equipment.
MAINTAINING ELIGIBILITY OF CLIENTS WITH LONG TERM CONIDITIONS	OUTCOMES, METRICS/MEASURES
<p>Supporting named individuals with long term conditions.</p>	<ul style="list-style-type: none"> • Record the type of additional and/or ongoing support required/ provided to sustain living in the community. • Record on the nature of the support • Report on the frequency support is provided • Report on the outcomes of support.
PREVENTATIVE SERVICES	OUTCOMES, METRICS/MEASURES
<p>Purchase care from provider(s) – accessible by social care professionals</p>	<ul style="list-style-type: none"> • Define the 'other' preventative service provided

and health professionals and including: Supporting People – Floating Support Community Meals Low Level Preventative Support	<ul style="list-style-type: none">• Report on the frequency, duration and outcomes.• Record timing of support, explicitly differentiating between day and night.
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SCHEDULE THREE:

Services	Spend 2014-15 £
Community Equipment and adaptations £75,000 to community stores £218,000 base budget – maintenance for equipment and purchase of new equipment £35,000 contracts team – support services, sensory and disability	328,000
Telecare ‘well’ and ‘false’ alarms Annual contract with provider	83,000
Integrated Crisis and Rapid Response services and Reablement (Occupational Therapy) £612,000 Occupational Therapy £316,000 Spot contracts relating to Crisis and Enablement £339,000 – Domiciliary Care E enablement	1,267,000
Maintaining named individuals with long term conditions. £645,000 as per original verbal agreement with CCG £233,000 expenditure on supporting core client care in 2014/15	878,000
Early Supported Discharge schemes linked to Rehabilitation and Reablement £399,000 Home from Hospital and Enablement £43,000 Farcroft interim beds (£21,540K per bed per year)	442,000
Preventative services £386,000 Floating Support linked to Supporting People one contract £83,000 25% of Access Team £54,000 Community Meals & Low Level Preventative Support	523,000
Other	27,832
Total	£3,548,832

Schedule 4 - Annual Voucher

Borough of Telford and Wrekin

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

Service Provider	Service Description	NHS England Contribution 2014/15	Amount
1). Telford and Wrekin Local Authority	This funding is intended specifically to further develop re-ablement and rehabilitation capacity in the Council, Community Health Services, the independent and voluntary sectors to avoid un-necessary admissions, promote discharge from hospital and reduce people's dependency on social care services, both delivered directly or commissioned from other providers.		£3,548,832
Telford and Wrekin Local Authority	Total		£3,548,832

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 approved by the **National Health Service Commissioning Board** (NHS England, Shropshire and Staffordshire Area Team) in accordance with the Directions made by the Secretary of State under Section 256 of the National Health Service Act 2006.

SignedDate

The relevant chief financial officer, of the Council, as appropriate (see paragraph 6(2) of Directions)

Certificate of Independent Auditor

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 and
- carried out such tests and 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
- the expenditure has been properly incurred in accordance with the relevant terms and conditions.

Signature _____

Name (block capitals)_____

Company/Firm.....

Date_____