

Appendix 3

**DATED** \_\_\_\_\_ **2014**

**BOROUGH OF TELFORD & WREKIN (1)**

and

**NHS TELFORD & WREKIN (2)**  
**CLINICAL COMMISSIONING GROUP**

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**AGREEMENT IN RESPECT OF A  
GRANT PURSUANT TO SECTION 256  
OF THE NATIONAL HEALTH SERVICE  
ACT 2006**

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**THIS AGREEMENT** is made on the \_\_\_\_\_ of \_\_\_\_\_ 2014

**BETWEEN:**

- 1) **NHS TELFORD AND WREKIN CLINICAL COMMISSIONING GROUP** of Halesfield 6, Telford, TF7 4BF ("**NHS T&W**"); and
- 2) **BOROUGH of TELFORD & WREKIN** of Darby House, Lawn Central, Telford, TF3 4JA( "the Council").

(together the "**Parties**")

**WHEREAS:**

- (A) NHS T&W 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) NHS T&W and the Council have agreed that:
  - (i) the Council shall assume responsibility for the commissioning and procurement of the Services; and
  - (ii) NHS T&W shall make payments to the Council in relation to the provision of the Services; and
  - (iii) the Council will procure that the Services are provided as described in the Service Specification.
- (C) By resolution of NHS T&W, 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 NHS T&W 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;

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

“**Effective Date**” means: **1<sup>st</sup> 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 NHW T&W to the Council in respect of the provision of the Services as detailed in Part 1 of the Service Specification;

“**Nominated Officers**” means Head of Commissioning for Integrated Care (for NHS T&W) 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 certificating the voucher in accordance with the Directions;

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

“**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

“**Service Users**” means the individuals with long term health conditions who are agreed between the Parties pursuant to clause 6.4, as being eligible to receive the Services.

“**Term**” means the period from the Effective Date until **31<sup>st</sup> 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, NHS T&W 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 NHS T&W;
- 3.1.2 unless otherwise agreed by NHS T&W, 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 NHS T&W 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 each year of the Term by submission by the Council of a completed Annual Voucher (as set out in Schedule 4), to the Director of Finance of NHS T&W 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 Hundred and Fifty Five Thousand Pounds (£355,000) for the provision of the Services
- 4.2 NHS T&W 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 NHS T&W with such information in writing as NHS T&W requests in relation to such increase.
- 4.6 Any increase in the Annual Sum pursuant to clause 4.4 shall be, subject to NHS T&W'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 NHS T&W and the Council.

#### **5 Review of Annual Sum**

- 5.1 NHS T&W 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 NHS T&W with any additional information in relation to the provision of the Services as NHS T&W may reasonably request.
- 6.2 NHS T&W 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, NHS T&W and the Council shall meet at such intervals as the Parties agree to review the provision of the Services.
- 6.4 The Council shall consult with and agree with NHS T&W to ensure that the Service Users covered in this Agreement were previously classified by the NHS T&W as Continuing Health Care ("CHC") patients. The Council shall not vary the provision of the Services without the prior written agreement of NHS T&W.
- 6.5 NHS T&W 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 NHS T&W 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 NHS T&W 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 NHS T&W;

## **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 **31<sup>st</sup> 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**

15.1 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**  
**NHS TELFORD AND WREKIN**  
**CLINICAL COMMISSIONING GROUP**  
Was hereto affixed in the presence of:

Accountable Officer.....

**Executed as a Deed**  
by the affixing of the **COMMON SEAL of**  
**BOROUGH of TELFORD & WREKIN**  
was hereto affixed in the presence of

Authorised Officer .....

## **Schedule 1**

### **Service Specification**

#### **Part 1: Description of the Services**

The purpose of the Services is to maintain individuals identified by and agreed between the Parties as having long term health conditions and who require long term, ongoing support.

The Services shall include: supporting around 90 named individuals, providing regular and ongoing care and support, based on assessed needs and in line with their care plan. Each package of care should be bespoke to the named individual and reflect a personalised approach. Outcomes should benefit the individual and be reviewed at least annually, with the person and if appropriate, include family carers. If appropriate and necessary, the individual will be provided additional support, for example, independent advocacy.

#### **Part 2: Background Information**

The individuals supported were previously designated as Continuing Health Care and have complex needs, requiring long term support and care, including access to health services.

#### **Part 3: Aims and Outcomes of the Services**

- To ensure an effective and integrated approach to commissioning and delivery of the Services
- 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

**Schedule 2**

**Information Obligations**

The Council will provide the information described as “outcomes, metrics and measures” to NHS T&W in respect of the Services in each month of the Term in accordance with the table below:

**EXPECTED OUTCOMES AND METRICS/MEASURES**

That the Council will, keep records of and provide details in relation to:

- the type of additional and/or ongoing support required by each Service User;
- the support required to enable and sustain each Service User to live in the community;
- the nature of the support provided to each of the Service Users; and
- the outcomes from providing the support to each of the Service Users.

**Schedule 3**

Funding £976,000

<b>Services</b>	<b>Health £</b>
Maintaining individuals identified by and agreed between the Parties as having who have long term health conditions and who require long term, ongoing support.	£355,000

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**Schedule 4****Annual Voucher****Borough of Telford and Wrekin****PART 1****STATEMENT OF GRANT EXPENDITURE FOR THE FINANCIAL YEAR 2014/15.**

<b>Service Provider</b>	<b>Service Description</b>	<b>NHS T&amp;W Contribution (2014/15)</b>	<b>Amount</b>
1). Telford and Wrekin Local Authority	Maintaining individuals identified by and agreed between Telford and Wrekin Local Authority and NHS T&W as having who have long term health conditions and who require long term, ongoing support.		<b>£355,000</b>
<b>Telford and Wrekin Local Authority</b>	<b>Total</b>		<b>£355,000</b>

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**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 NHS Telford and Wrekin Clinical Commissioning Group in accordance with the Directions made by the Secretary of State under Section 256 of the National Health Service Act 2006.

Signed .....Date .....

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 \_\_\_\_\_