



South West Essex

DATED 1st April 2013

**NHS THURROCK CLINICAL (1)
COMMISSIONING GROUP**

and

THURROCK COUNCIL (2)

**Agreement in respect of a grant
pursuant to Section 256 of the NHS Act 2006**

REABLEMENT FUNDING

THIS AGREEMENT is made on 1st April 2013

BETWEEN:

- (1) **NHS THURROCK CLINICAL COMMISSIONING GROUP** of Civic Offices, New Road, Grays, Essex, RM17 6SL ("**Commissioner**"); and
- (2) **THURROCK COUNCIL** of the Civic Offices, New Road, Grays, Essex, RM17 6SL ("**Organisation**"). (together the "**Parties**")

WHEREAS:

- (A) The COMMISSIONER is empowered by Section 256 of the 2006 Act to make payments to the
Organisation in certain circumstances towards expenditure incurred or to be incurred by such Organisation.
- (B) The COMMISSIONER has agreed to make payments to the Organisation to contribute towards or pay the costs of the Project.
- (C) By order of the Department of Health letter dated 13 January 2011 (Gateway 15434), '2011/12 POST DISCHARGE SERVICES AND REABLEMENT, the transfer of funding for the Project is conducted pursuant to Section 256 of the 2006 Act.
- (D) The COMMISSIONER is satisfied that this Grant is in accordance with the Act and complies with the Directions.

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

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

“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 1 April of one year to 31 March of the following year;

“Grant” means the amount of grant money set out in Schedule 1 payable by the COMMISSIONER to the Organisation in respect of the Project on the understanding that the Organisation will meet the costs of the Project to the extent that it is not funded by the grant money;

“Nominated Officers” means Andrew Pike (for the COMMISSIONER) and Roger Harris (for the Organisation) or such replacements as may be notified by a Party to the other Party in writing from time to time;

“Project” means the project as more specifically described in Schedule 4.

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

1.3 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.

2 Conditions relating to the Grant

2.1 The Grant shall be paid by the COMMISSIONER as described in Schedule 1 and if the Grant is to be paid in instalments, in such instalments as described in Schedule 3.

2.2 The Organisation shall submit a completed and certified Annual Voucher to the Director of Finance of the COMMISSIONER by no later than the 31st July following the end of each Financial Year.

- 2.3 The COMMISSIONER and the Organisation shall at any meeting convened under Clause 2.8 consider the payments made in respect of the Project and the COMMISSIONER reserves the right to reduce the amount of any future payments in accordance with section 2 (5) of the Directions.
- 2.4 Any surplus Grant that remains in the Organisation's possession and is not required in respect of the Project shall be returned to the COMMISSIONER at the end of the Financial Year once the account has been reconciled.
- 2.5 The Organisation shall use the Grant:-
- 2.5.1 in respect of the Project;
 - 2.5.2 in such way as to secure the most efficient and effective use of the amount paid;
 - 2.5.3 in accordance with all relevant legislation and the Directions; and
 - 2.5.4 in accordance with any policies, performance objectives, eligibility criteria and standards set out at Schedule 4.
- 2.6 The Organisation shall be responsible for the operational management of the Project
- 2.7 The Organisation shall provide the COMMISSIONER with the information detailed in Schedule 5 and access to such other information as the COMMISSIONER may reasonably request.
- 2.8 The COMMISSIONER and the Organisation shall meet at such intervals as the Parties agree, having regard to the nature of the Project, to review the Project.
- 2.9 Any variation to this Agreement or the Project must be agreed in writing by an authorised officer of each party.
- 2.10 Any complaints in relation to the Project 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 reasonably possible, firstly by the Parties Nominated Officers or, failing agreement, by the Parties Chief Executive Officers (or equivalent) or their nominated deputies.
- 4.2 Failing agreement by Chief Executives (or equivalent) or nominated deputies then the dispute will be referred within five (5) operational days to NHS East of England Strategic Health Authority for mediation. The outcome of such mediation will be binding on both parties.

5 Cancellation and Reimbursement

- 5.1 The Organisation shall inform the COMMISSIONER in writing should the Project come to an end or the Organisation ceases to carry out those functions in connection with which the Grant is made.
- 5.2 Should the Project come to an end or the Organisation ceases to carry out those functions in connection with which the Grant is made prior to completion of transfer of the Grant, then the COMMISSIONER shall be under no obligation to pay the Grant or make further instalments of the Grant. In this Agreement payment will be made in 3 parts. The first 40% will be paid on the seventh day following final sign off of this Agreement. The second payment of 40% will be paid on 1st October 2013. The third payment for the remaining 20% will be paid following an outcomes review on 1st March 2014.
- 5.3 If the Organisation does not use the Grant in connection with the Project, then the Organisation shall reimburse all payments made by the COMMISSIONER to the COMMISSIONER.

5.4 In the event the COMMISSIONER ceases to pay the Grant or the Organisation is obliged to reimburse the Grant in accordance with this Clause 4, the COMMISSIONER and the Organisation shall work together to ensure there is minimal disruption to individuals benefiting from the Project.

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 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.

7 Communication

7.1 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.

8 Governing Law

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

Schedule 1

**Memorandum of Agreement
Section 256 Transfer**

Reference number: **Thurrock Council/Reablement/2013 – 14**

Title of Project: **NHS Reablement Transfer Funding 2013/14**

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

This is additional money in to the Health Service from the Department of Health to be spent entirely on Reablement and to improve Social Care discharge management and admission avoidance including developing existing reablement services.

2. Description of Project and relationship to QIPP (In the case of revenue transfers, please specify the Project for which money is being transferred).

The funding will be used to facilitate seamless care for patients on discharge from hospital, to promote ongoing recovery and independence and to prevent avoidable hospital admissions.

3. Financial details (and timescales):

3.1 In consideration of the Organisation commencing delivery of services with effect from 1st April 2013, the COMMISSIONER will pay the Organisation a revenue grant. Total amount of money to be transferred and amount in each year (if this subsequently changes the memorandum must be amended and re-signed)

Years(s)	Amount	Capital	Revenue
2013/14	£862,000	Nil	£862,000

3.2 The COMMISSIONER has an unequivocal expectation that the level of service commissioned by the Organisation under this Agreement will always be provided for the benefit of the service users who are the responsibility of the COMMISSIONER.

- 3.3 The revenue grant will provide for the provision of services for residents of Thurrock.
- 3.4 Late payment will attract interest at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998 as amended.
4. **Please state the evidence you will use to indicate that the purposes described at questions 1 & 2 have been secured.**

The Project will be monitored in the processes determined in accordance with the Department of Health, East of England Strategic Health Authority, and the COMMISSIONER to provide periodic review of best value and the effectiveness of the commissioning.

Schedule 2

Annual Voucher

PART 1 STATEMENT OF GRANT EXPENDITURE FOR THE YEAR 2013/14

(if the conditions of the payment have been varied, please explain what the changes are and why they have been made)

Project Ref No. and Title of Expenditure Project	Revenue Expenditure £	Capital Expenditure £	Total £
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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 Project agreed by the COMMISSIONER in accordance with the Directions made by the Secretary of State under Section 256 of the NHS Act 2006.

Signed Date

Chief Finance Officer

Certificate of Auditor appointed by the Audit Commission

The Statement of Responsibilities of grant-paying bodies, authorities, the Audit Commission 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 HLG03 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 (block capitals) _____

Date _____

*Delete as necessary

Schedule 3

Grant Monies

In consideration of the Organisation commencing delivery of services with effect from 1st April 2013 the COMMISSIONER will pay the Organisation a revenue grant of **£862,000**, dependent on completion of the outcomes in Schedule 4.

The revenue grant will be paid to the Organisation in accordance with the terms of this Agreement by the COMMISSIONER or its successors in title. In this Agreement payment will be made in 3 parts. The first 40% will be paid on the seventh day following final sign off of this Agreement. The second payment of 40% will be paid on 1st October 2013. The third payment for the remaining 20% will be paid following an outcomes review on 1st March 2014.

The revenue grant will be paid by the COMMISSIONER within 28 days of the receipt of the invoice from the Organisation.

Schedule 4

Project

This schedule details the project as agreed at the commencement of this agreement but it is also agreed herewith that the specific details given below may be amended at any time by written agreement between the nominated officers."

1. Reablement Funding - Allocation

862,000

Rapid Response & Admission Avoidance (TBC)

244,460

- Admission avoidance
- Reduced re-admissions to hospital
- Reduced cost of domiciliary care packages
- Reduction in use of temporary residential care packages
- Maintain or reduce residential care placements

Rapid Response & Admission Avoidance - (NELFT Funding)

289,100

As above

Joint Reablement Team - TBC -

231,846

- Service users will have a reduced or no care needs following a period of reablement
- Increased reablement capacity
- Increase in numbers of people supported to live independently at home

Joint Reablement Team - NELFT Funding

96,500

As above

TOTAL

861,906

Schedule 5

Management Information

The Organisation will keep proper records in relation to the Project.

The Parties will have regular meetings for the purpose of discussing the Project and how it is delivering health and social care benefits in the economy.

The Organisation will have a plan detailing the activity being undertaken to support winter pressures.

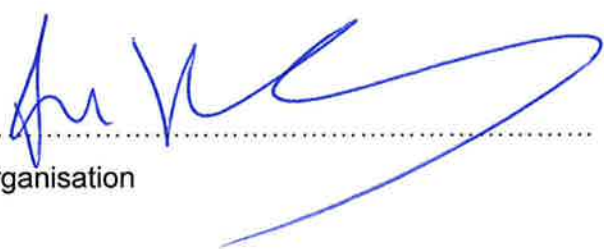
IN WITNESS whereof the parties have signed this Agreement

Signed by.....
on behalf of the COMMISSIONER

Title Chief Operating Officer

Name: **Mandy Ansell**

Signed by.....
on behalf of the Organisation

A handwritten signature in blue ink is written over a dotted line. The signature is stylized and appears to be 'R. Harris'. A long, sweeping blue line extends from the end of the signature across the page.

Title: **Director Adult and Older Peoples Services**

Name: **Roger Harris**

