

DATED

2013

LUTON BOROUGH COUNCIL

and

NHS ENGLAND

MEMORANDUM OF AGREEMENT SECTION 256 TRANSFER

**for the PROVISION of
HEALTH RELATED SOCIAL CARE
by way of the TRANSFER OF FUNDS UNDER THE PROVISIONS OF
SECTION 256 OF THE NATIONAL HEALTH SERVICE ACT 2006**

Section 256 Transfer Reference number...XXXX

Title of scheme

PROVISION of SOCIAL CARE AND WELLBEING SERVICES WHICH ALSO HAVE A HEALTH BENEFIT

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

This is covered in Clause F of the Agreement. Additionally some schemes are intended to improve productivity and efficiency through service and pathway redesign including IT investment, or focus on prevention and early intervention

2. Description of scheme (In the case of revenue transfers, please specify the services for which money is being transferred).

This is covered in Clause 3 of the Agreement and Schedule B and C.

3. Financial details (and timescales)

Total amount of money to be transferred and amount in each year (if this subsequently changes, the memorandum and Agreement must be amended and re-signed)

Year (2013/14) Amount Revenue £2,820,830

Year (2013/14) Amount Capital NA

In the case of the capital payments, should a change of use outlined in direction 4(1)(b) of the National Health Service (Conditions Relating to Payments by NHS bodies to Local Authorities) Directions 2013 occur, both parties agree that the original sum shall be recoverable by way of a legal charge on the Land Register as outlined in direction 4(4) of those Directions.

This is covered in Clauses 4 and 5 and Schedule B and C.

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

This is covered in Schedule A.

(Note: Execution of this agreement can be found on pages 13-14)

This **AGREEMENT** is made this

day

2013

B E T W E E N

- (1) **LUTON BOROUGH COUNCIL** of Town Hall, Luton, LU1 2BQ (“**Council**”) and
- (2) **NHS ENGLAND** of Charter House, Parkway, Welwyn Garden City, Hertfordshire, AL8 6JL
- together “**the Parties**”

WHEREAS

- A. The Council is a local authority with social service functions under the Local Authority Social Services Act 1970 (“1970 Act”) and for the purposes of section 256 (5A) (5B) of the National Health Service Act 2006 (“2006 Act”) is the local social services authority discharging certain social service functions set out in Schedule 1 to the 1970 Act and is a prescribed local authority within the meaning of section 75 of the National Health Service Act 2006 (“the 2006 Act”).
- B. **NHS England** is the NHS commissioning organisation for Luton who is the prescribed NHS body for the purposes of agreeing this section 256 funding.
- C. The Council is to act as the commissioner for a range of social care and preventative services along with related care and support services which support the delivery of certain healthcare outcomes.
- D. This Agreement deals with the transfer of revenue funds from NHS England to the Council to facilitate the provision of services described in this Agreement and is not intended to cover payment commitments which are existing and being made or to be made under other arrangements, including previous funding arrangements between the Parties under Section 28A National Health Service Act 1977, Section 31 Health act 1999, Section 256 National Health Service Act 2006, or Section 75 National Health Service Act 2006.
- E. The purpose of this Agreement (“Agreement”) is to state the amount of the funding to be transferred and how those revenue funds are to be applied for the benefit of those persons registered with GP practices within Luton Borough and those persons not so registered but who are resident within Luton Borough and strengthen local services, highlight how these services relate to the provision of reablement, care and support service for all adults, detail the revenue funds that will transfer from NHS England to the Council in the financial year ending 31st March 2014 and specify the outcomes expected.
- F. It is the intention of both Parties to endeavour to secure more health gain than an equivalent expenditure of money in the NHS by removing organisational barriers and maximising opportunities to commission services as part of a whole system approach to reablement and recovery, the integrated service to be conducted by the Council as the lead authority in furtherance of the Government’s proposals to strengthen social care related services. This whole systems initiative is intended to seek to promote, recover and maintain people’s independence resulting in a reduction in demand for health and social care services and in improved patient/service user outcomes. This approach has been outlined as part of the Government’s Spending Review, November 2010 and is referenced in Local Authority Circular (LAC) 2010 (6) issued by the Department of Health and is further detailed in the Gateway letters 18568

December 2012 and 00186 June 2013 which explain that funding to support adult social care has been passed to NHS England as part of the 2013/14 Mandate.

IT IS AGREED THAT:

1. INTERPRETATION

1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:-

"Agreement"	means this agreement in writing including all Schedules to this agreement and all documents referred to herein and in the event of a variation or any other modification in accordance with the provisions of this agreement means this agreement as so modified or varied;
"Base Rate"	means the Bank of England Base Rate for charging interest at the relevant time;
'CCG'	means Luton NHS Clinical Commissioning Group or any other successor in title to any of their statutory functions;
"Council"	means Luton Borough Council or any successor authority and in so far as relevant any body to which all or part of its function relevant to this Agreement is lawfully transferred or assigned;
"Force Majeure"	means in relation to either party, any circumstances beyond the reasonable control of that party (including without limitation any strike lockout or other form of industrial action);
'NHS England'	means the NHS Commissioning Body for England or any other successor in title in so far as relevant to which all or part of its function relevant to this Agreement is lawfully transferred or assigned
"Re-ablement Service"	means the Local Authority Support at Home Service, and similar services purchased from other registered domiciliary care agencies;
"Revenue Funding"	means the monies transferred by the NHS England to the Council under the terms of this Agreement for the provision of the Services; and
"Services"	means the services required to be performed by this agreement to include those areas referred to in Clauses 3, 4 and 5 and Schedules B and C (and if varied by written agreement of the Parties in accordance with the terms of this Agreement to be the areas as so varied) and to achieve the outcomes described in Schedule A .

1.2 In interpreting this Agreement:-

1.2.1 references to Clauses and Schedules are to clauses and schedules of this Agreement unless otherwise stated;

- 1.2.2 a "Party" means any Party to this Agreement individually and "Parties" refers to both parties to this Agreement collectively;
- 1.2.3 references to the singular include the plural and vice versa and references to a gender include both genders;
- 1.2.4 references to a "person" include an individual, firm unincorporated association or body corporate;
- 1.2.5 the headings are for convenience only and shall not affect the meaning of this Agreement;
- 1.2.6 the Schedules are an integral part of this Agreement and shall be interpreted accordingly; and
- 1.2.7 references to statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it.

2. DURATION

- 2.1 Subject to Clause 2.2, earlier termination as permitted by this Agreement, and subject to Clause 5, this Agreement shall commence on the 1st April 2013 and shall expire on 31st March 2014 without prejudice to any existing rights or liabilities at the date of expiry or termination.
- 2.2 Subject to further funding being available to NHS England to transfer to the Council and they will so transfer and such funding being sufficient then this Agreement may be extended by mutual agreement between the Parties annually for a period of one year up to a maximum of 2 further years.
- 2.3 Any extension of this Agreement must be evidenced in writing by exchange of letters taking place before this Agreement or any extension terminates and subject to any appropriate approvals or/and authorisations.

3. SERVICES

- 3.1 The Council and the NHS England agree that the aim of the re-provision of services is to develop and maintain social care and wellbeing services that also have a health benefit, in particular services centred on promoting, recovering and maintaining levels of independence and self care wherever possible.
- 3.2 This integrated system will contain service and support elements which actively promote independence, provide opportunities for reablement and recovery and support those in the community with long term health conditions and other health conditions to remain as independent as possible for as long as possible. This will include:-
 - 3.2.1 a range of preventative services designed to promote health and prevent or

delay admission to hospital;

3.2.2 services which provide the opportunity to maximise recovery and reablement for both those discharged from hospital and in the community and

3.2.3 services which enhance the management of people with long term health conditions and other health conditions within the community with a view to reducing or delaying hospital admissions.

The above will be supported, in achieving these outcomes, by the provision of services including telecare and telehealth services and by the provision of equipment (aids to daily living) and required adaptations to property or accommodation

3.3 Indicative budgets for those areas which will initially be covered by this Agreement for 2013-2014 are set out in Schedule B of this Agreement and commissioning by the Council under this Agreement will be subject to the availability and sufficiency of funding by NHS England and it is accepted by both Parties that the Council has no obligation or liability in respect of commissioning or provision of services under this Agreement if such funding is not available and that where funding is available but restricted that the commissioning and provision of services may be limited or reduced accordingly. The areas to be covered for 2014-15 and any subsequent years will be subject to the written agreement of both Parties if different from those for 2013-2014.

3.4 Part of the Revenue Funding is to be applied to new areas by the Council in 2013-14 as set out in Schedule C. Alterations to the areas or sums to be applied to those areas must be agreed in writing by the Council and the CCG before they occur.

3.5 The agreement will require the commissioning of services and support from a range of statutory, third sector and independent sector service providers and as such the Council is best placed to secure the provision of such services from specialist care providers. This may include inter alia the commissioning of services from Council provider services, Cambridge Community Services (CCS) and South Essex Partnership University NHS Foundation Trust (SEPT). The Council agrees to act as the commissioner, insofar as supported by the funding under this Agreement, in the procurement and delivery of these services and may contract with any such service providers as is appropriate provided that NHS England transfer funds as set out in Clause 4.

3.6 The revenue transfer will be applied to meet the costs of the expenditure incurred by the Council on the following items:-

3.6.1 Project management required for the integration of services to enable whole system benefits

3.6.2 The ongoing co-ordination and management of the agreed services

3.6.3 The contracts and service level agreements entered into by the Council in respect of those functions outlined above and associated costs

3.6.4 The cost to the Council of procuring, managing and monitoring the services being provided.

This sum may be reviewed at the request of the Council accompanied with a case for why a review is appropriate. For as long as both NHS England and the Council (at all times acting reasonably and in accordance with their respective legal obligations)

consider the Services necessary and desirable, the Council will meet the cost of the Services to the extent that they are not funded by the Revenue Funding.

4 FINANCIAL DETAILS (and timescales)

- 4.1 The total amount of money to be transferred in each year is as shown in this sub-clause and if this subsequently changes, the Agreement must be amended and re-signed. The amounts referred to below are those referred to in the Department of Health letter dated 19 December 2012 (Gateway number: 18568) as 'Funding Transfer from the NHS to Social Care in 2013/14 – What to Expect' and confirmed in the letter 19 June (Gateway number: 00186) 'Funding Transfer from the NHS to Social Care in 2013/14.

YEAR	Revenue (£)
2013/14	£2,820,830

- 4.2 NHS England shall pay to the Council the Revenue monies shown in the Table at Clause 4.1 above in advance in 2 equal instalments. The first payment will be made as soon as the conditions set out in the letter of 19th June have been met and the second on 1st October.
- 4.3 If NHS England default on the agreed timescale for payment of Revenue Funding to the Council, the Council is entitled to seek and NHS England must pay if required by the Council an interest payment for the period that the payment has been outstanding at an interest rate of one (1) percent above Base Rate.
- 4.4 An annual voucher in the format laid out in Annex 2 must be completed by the Council in respect of each financial year and submitted to NHS England by no later than 31 December following the end of the financial year in question.

5 TERMINATION

- 5.1 Either Party may at any time by notice in writing to the other Party terminate this Agreement provided this is allowable under the legislation at that time as from the date of serving of such notice whenever one of the following events occurs:-
- 5.1.1 there is a fundamental breach by any other Party of any provision hereof;
- 5.1.2 a Party (other than the Party serving the notice) commits a material breach of any of its obligations hereunder which is not capable of remedy or if capable of remedy has not been remedied within a reasonable time after receipt of written notice from the Party serving the termination notice requiring it to remedy the breach; or
- 5.1.3 a change in legislation prevents a Party from fulfilling its obligations under this Agreement unless the obligations concerned can reasonably be accommodated by way of variation to the Agreement in accordance with Clause 13.
- 6.2 For the avoidance of doubt, and without limitation, each of the following shall constitute a fundamental breach of this Agreement by the Council for the purposes of

Clause 6.1.1:-

- 6.2.1 all or part of the Revenue Funding is used by the Council for a purpose other than to fund the Services, or is otherwise not properly applied to the funding of the Services; and
 - 6.2.2 in the reasonable opinion of NHS England, the level of performance of the Services by the Council falls substantially below the level required to meet the objectives of the Services.
- 6.3 Either Party may on the giving of not less than 6 months notice to the other Party terminate this Agreement whenever one of the following events occurs:-
- 6.3.1 fulfilment of a Party's obligations would contravene any guidance from the Secretary of State; or
 - 6.3.2 the Parties are unable to reach agreement on a dispute and following compliance with Clause 7 no resolution is achieved.
- 6.4 The Agreement shall terminate in so far as applicable to any unpaid revenue fund payments should those remaining revenue fund payments cease to be made by the Department of Health to NHS England but be paid directly by the Department of Health to the Council and such termination will apply from the date of such said cessation of payments by NHS England

7 MONITORING & OUTCOMES

- 7.1 The evidence set out in full in Schedule A of this Agreement will be required to indicate that the purposes described at Clauses 3 above have been achieved.

8 DISPUTE RESOLUTION

- 8.1 Any dispute between the Parties in connection with this Agreement shall be referred to the dispute resolution procedure as provided in this Clause
- 8.2 In the first instance in the event of a dispute between the Parties in connection with this Agreement the matter shall be referred to Hertfordshire and South Midlands Area Team Director of NHS England (or their nominated deputy) or their successor and the Director of Housing and Community Living of the Council (or their nominated deputy) or their successor who shall meet solely in order to resolve the matter in dispute and endeavour to settle the dispute between them and each Party shall act in good faith.
- 8.3 If the dispute cannot be resolved by the Parties representatives under Clause 8.2 within a maximum of fourteen (14) days after it has been referred under Clause 8.2, the dispute shall be determined in accordance with Clauses 8.4 to 8.7 inclusive
- 8.4 If the meeting referred to in Clause 8.2 fails to resolve the matter then the Parties will attempt to settle the dispute by mediation through an Alternative Dispute Resolution Procedure ("ADR") in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure ("MMP"). To initiate a mediation, either party shall give written notice ("Mediation Notice") to the other party requesting a mediation of the dispute and shall send a copy of the Mediation Notice to CEDR requesting

CEDR to nominate a mediator in the event that the parties are unable to agree such appointment by negotiation.

- 8.5 The mediation shall commence within twenty-eight (28) days of the Mediation Notice being served. Neither party will terminate such mediation until each Party has made its opening presentation and the mediator has met each Party separately for at least one (1) hour. Subject to this thereafter the MMP will apply.
- 8.6 The Parties will co-operate with any person appointed as mediator providing all required information and such Party will pay costs, as the mediator shall determine or, if no determination is made by the mediator, by the parties in equal portions.
- 8.7 If the matter has not been resolved by the ADR procedure or if the either Party will not participate in an ADR procedure, then either party may give the other 14 days notice that the mediation is considered as failing. If mediation fails to resolve the dispute then the dispute shall be referred to the English Courts in accordance with Clause 11.

9. NOTICES

- 9.1 Any notice or communication hereunder shall be in writing.
- 9.2 Any notice or communication to the Council shall be deemed effectively served if sent by registered post or letter fax or delivered by hand to the Council at the address set out above or such other address as the recipient may designate in writing to the other from time to time and marked for the attention of the Director of Housing and Community Living at the Council (or his / her nominated deputy) or successor or to such other addressee and address notified from time to time to NHS England.
- 9.3 Any notice or communication to NHS England shall be deemed effectively served if sent by registered post or letter fax or delivered by hand to the address set out above or such other address as the recipient may designate in writing to the other from time to time and marked for attention of the Chief Executive of NHS England (or his/her nominated deputy) or successor or to such other addressee and address notified from time to time to the Council.
- 9.4 Any notice served by delivery shall be deemed to have been served on the date it is delivered to the addressee provided that where notice is posted it shall be sufficient to prove the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after it was posted or if by fax when despatched.

10 The Contracts (Rights of Third Parties) Act 1999

- 10.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly the Parties to this Agreement agree that this Agreement does not confer upon any third party any rights under the Contracts (Rights of Third Parties) Act 1999.

11 GOVERNING & JURISDICTION

- 11.1 The formation, interpretation and operation of this Agreement and all contractual and non-contractual disputes relating to this Agreement will all be subject to English Law.
- 11.2 Subject to the provisions of Clause 8, the Parties each submit to the exclusive jurisdiction of the English Courts

12 ENTIRE AGREEMENT

12.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject matter.

12.1.1 Each Party acknowledges that in entering into this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

12.1.2 Nothing in this clause shall limit or exclude any liability for fraud.

13. VARIATIONS

13.1 This Agreement may not be amended other than in accordance with this Clause 13

13.2 Any variation to the terms of this Agreement must be recorded in writing and agreed by both Parties before such variation takes effect.

14 WAIVERS

14.1 The failure of either Party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Party thereafter to enforce such provision

14.2 No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

15 WINDING DOWN

15.1 In the event that this Agreement is terminated (whether by effluxion of time or by notice of termination) the Parties agree to co-operate insofar as reasonably practicable to ensure an orderly wind down of their activities as set out in this Agreement.

16 CONFIDENTIALITY

16.1 The terms of this Agreement are confidential to the Parties. Apart from disclosure in confidence to their respective professional advisers or as required by law the Parties will make no disclosure as to the terms of this Agreement without the prior written consent of the other.

17. PREVENTION OF BRIBERY AND CORRUPTION

17.1 Either Party (such Party, in this Clause 17, the "**Affected Party**") is entitled to terminate the Agreement and to recover from the other Party (such Party, in this Clause 17, the "**Non-Affected Party**") any loss resulting from such termination:-

17.1.1 if the Non-Affected Party offers or gives or agrees to give any person any gift or consideration of any kind as an inducement or reward for doing or not doing, or for having done or not done any action relating to the obtaining or execution of this Agreement, or for showing favour or disfavour to any person relating to this Agreement or any other contract with the Affected Party, or

- 17.1.2 if in relation to this Agreement or any other contract with the Affected Party, the Non-Affected Party (i) commits any offence under the Prevention of Corruption Acts 1889 to 1916, or (ii) gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972, or (iii) contravenes the Bribery Act 2010, when such Act comes into force.
- 17.2 Clause 17.1 shall apply to any person employed by the Non-Affected Party or acting on behalf of the Non-Affected Party (whether with or without the knowledge of the Non-Affected Party) as it applies to the Non-Affected Party.
- 17.3 Termination pursuant to Clause 17.1 shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Affected Party.

18 HUMAN RIGHTS ACT

- 18.1 The Parties acknowledge their respective duties to act in a way which is compatible with the Convention Rights as defined by Section 1(i) of the Human Rights Act 1998 ("Convention Rights").

19 FREEDOM OF INFORMATION

- 19.1 The Parties acknowledge their respective duties under the Freedom of Information Act 2000 (the "**FOIA**") and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- 19.2 In particular, each Party (such Party, in this Clause 19, the "**First Party**") shall at no cost to the other Party (such Party, in this Clause 19, the "**Other Party**") use all reasonable endeavours to respond fully to information requests from the Other Party within five (5) working days of the day of receipt of the request for information from the Other Party in order to enable the Other Party to comply with its obligations under the FOIA. If the First Party is unable to respond fully to such requests within the time period above, then as soon as possible, but in any event within such period, it shall notify the First Party of the same and shall provide all such information as it is able, the actions required to respond and the estimated time to respond in full.
- 19.3 As soon as reasonably practicable and in any event by no later than the end of the period referred to at Clause 19.2 the First Party shall:-
- 19.3.1 provide to the Other Party all data and other information which it has obtained in response to the request; and
- 19.3.2 demonstrate to the reasonable satisfaction of the Other Party the steps taken by the First Party to comply with its obligations under Clause 19.2 and the amount of time and resources expended in so doing.
- 19.4 If requested by the Other Party, the First Party shall advise the Other Party of what further steps will, in the First Party's reasonable opinion, be required in order to respond in full to the information request from the Other Party. If the Other Party instructs the First Party to continue to seek a full response to the information request then the First Party shall be entitled to be reimbursed for its reasonable costs which it properly incurs in continuing to seek to obtain such information provided that in so doing it does not incur costs in excess of the "appropriate limit" as defined in the FOIA without seeking the prior written consent of the Other Party to proceed. The Other Party shall then determine whether it requires the First Party to continue to use all

reasonable endeavours to obtain the information requested until an agreed point of further review or instruction from the Other Party to cease further work, whichever shall occur first.

- 19.5 Each Party shall at all times act promptly and in good faith and shall mitigate all costs incurred in complying with its obligations under this Clause 19.

20 DATA PROTECTION

- 20.1 The Parties acknowledge their respective duties under the DPA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- 20.2 Each party warrants to the other that in providing the other Party with information under the terms of this Agreement it is not, and will not be, in breach of the Data Protection Act 1998 and all subordinate legislation relating thereto including the eight data protection principles.

21 FORCE MAJEURE

- 21.1 For so long as such circumstances prevail, no Party shall be liable for any failure or delay in the performance of its obligations and/or duties under this Agreement (other than a payment of money) to the extent that such failure or delay is caused by circumstances beyond that Party's reasonable control.
- 21.2 NHS England shall not be entitled to withhold payment, and NHS England is not entitled to be indemnified for any payments made where there is an adverse affect on the services and the ability of the Council to provide those services to the extent that the circumstances giving rise to that situation arise as a result of a Force Majeure.
- 21.3 The Party claiming relief shall serve initial written notice on the other Party immediately it becomes aware of the Force Majeure. This initial notice shall give sufficient details to identify the particular event. The Party claiming relief shall then serve a detailed written notice within 14 days which shall contain all relevant available information relating to the failure to perform as is available, including the effect of the Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome it and resume full delivery of Services.
- 21.4 If a Force Majeure event prevents either Party from performing all of its obligations under the Agreement for a period in excess of 6 Months, either Party may terminate the Agreement by notice in writing with immediate effect.
- 21.5 Clause 21 does not affect the Parties rights under Clause 6 (Termination)

22. INTELLECTUAL PROPERTY RIGHTS

- 22.1 All copyright and rights in the nature of copyright in materials produced with the help of the Payments shall vest jointly in the CCG and the Council unless otherwise specifically agreed in writing and any dealing with those intellectual property rights shall only be with the agreement of both Parties and any benefit shall be shared equally between the Parties

IN WITNESS WHEREOF the duly authorised representatives of the Council and Luton CCG on behalf of NHS England have executed and delivered this Agreement as a deed the day

and year first above written

THE COMMON SEAL of THE)
COUNCIL OF THE BOROUGH)
OF LUTON was hereunto affixed)
pursuant to a resolution of the)
Council in the presence of:-)

Authorised Signatory

Authorised Signatory

Signature:

Name:

Position:

SIGNED and delivered as a deed on behalf of **Luton CCG** by:

Signature:

Name:

Position:

SCHEDULE A

Measures for Monitoring LBC Performance against Section 256 Transfer

Performance Measures will be monitored through Health and Wellbeing Board and the Joint Commissioning Group and include all adult social care performance indicators selected by the Independent and Healthy Lives Delivery Board and some joint indicators selected by the Board. (Public Health indicators, NHS GP survey indicators and others that social care cannot influence have been omitted from the list below):

- 'Yes' indicates areas that LBC has lead responsibility for – performance may affect NHS England's funding allocation of the Section 256 in 2013/14 and future years
- 'Partial' indicates areas that LBC have a contributory role and partial responsibility for – performance will not affect NHS England's decision on the funding of the Section 256 agreement

These measures will be reviewed for future years and updated by mutual agreement.

	Measure	Influenced by Adult Social Care	Frequency of collection	Source	Target 13/14	Basis Of Target
ASCOF 1 A	Social care related quality of life for users (composite measure)	Partially	Annual	Adult Social Care Survey	18.4	Maintain current performance
ASCOF 1C -old N1 130	Proportion of people using social care who receive self-directed support, and those receiving direct payments	Yes	Annual	ASC RAP	73 % of eligible users	Maintain current performance
ASCOF 1D	Carer reported quality of life (composite measure)	Partially	Every 2 years	Carers Survey	8.1 in 14/15	Maintain current performance
Local measure	Equipment delivered within 7 days (integrated service includes social care and NHS)	Yes	Annual	Local data base	95%	To maintain current high performance
NHS	Percentage of emergency re admissions to any hospital in England occurring within 30 days of the last, previous discharge from hospital	Partially	Annual	NHS HES	Not yet set	Maintain current performance
ASCOF	Older people discharged from	Partially	Annual (but	ASC CAR	73.9	Maintain current

	Measure	Influenced by Adult Social Care	Frequency of collection	Source	Target 13/14	Basis Of Target
2B part 1-old NI125 NHSOF 3.6i	hospital to rehabilitation or intermediate care, who are living at home 91 days after discharge		only captures 3 months of year Oct-Dec)			performance
ASCOF 2C part 2	Delayed transfers of care attributable to ASC	Yes	Weekly	UNIFY2	5.8	Maintain current performance
ASCOF 2C part 1	Delayed transfers of care ASC ie 2C part 1	Partially	Weekly	UNIFY2	Target of 14.1	Maintain current performance
ASCOF 1E (was NI146)	Proportion of adults with Learning Disabilities in employment	Yes	Annual	ASC CAR	13	Maintain top quartile performance (12/13 outturn 14.7%)
Local indicator	Numbers of LD patients who have had a health check	Partially	Annual		61.6	Maintain current performance
ASCOF 1F	Proportion of adults in contact with secondary mental health services in employment	Partially	Annual	MH Provider Database	6%	Maintain current performance

SCHEDULE B

Initial Service Areas 2013/14 for maintaining existing investment

Service Area	Indicative Budget £'s
Telecare	326,000
Community Based Directed Prevention	737,000
Equipment and Adaptations	3,277,000
Reablement, Rehabilitation and Support	3,502,000
Falls Prevention –(social work input)	£50,000
Reablement team to provide 7am to 11pm cover	£200,000
Total	8,092,000
NHS Investment to support this LBC funding	1,961,000

SCHEDULE C

2013/14 Areas for New Council investment

Service Area	Indicative Budget £'s
Step Up / Step Down Flats (mainstreaming current investment) - 6 flats	£109,000
Brokerage post to help find care homes and home care agencies to support hospital discharge and CHC placements	£30,000
Additional Social Work Staff in the Integrated Hospital Discharge Team at the L&D to expedite discharges	£100,000
Short Term social care beds at Collinson House to allow discharge from hospital where home care package is not in place	£5,500
LBC Funding for CART staff in CCS	£80,000
Joint Autism strategy priorities - ongoing funding for Autism Bedfordshire to deliver training across a range of professionals	£20,000
Admin Support towards the integrated GP pilot	£40,000
Continuation of Alzheimer's Society pilot improving information and advice on dementia for people in BME communities	£30,000
Expansion of Alzheimer's Society support to the SEPT Memory Assessment Service	£20,000
Care Home monitoring and improvement work within LBC Contracts and Quality Assurance team	£50,000
Support to bring back Learning Disability people in independent hospitals (intensive work with the individuals and their families, developing local bespoke services around the individual and potential transition costs	£50,000

One off piece of work to add all NHS numbers to CareFirst (social care system) - currently about 30% of people on CareFirst have an NHS number recorded on the system and better integrated working requires the NHS number as a starting point	£20,000 (estimate)
Integration - IT costs to implement a system to allow shared access to electronic records across health and social care (CareFirst, SystmOne etc.)	£50,000 (estimate)
Funding for SEPT to complete Mental Health social care reviews more quickly and to extend this responsibility to older persons' services	£50,000
Long Term Conditions Fund administered by Age Concern	£10,000
Increased Occupational Therapy staff or service to reduce waiting list	£70,000
Additional funding for Disabled Facility Grants and / or minor adaptations to prevent hospital admissions and reduce delays	£50,000
Project costs for the E&Y (ASC part) of Integrated Care work up/redesign and implementing a new model	£15,000
Joint Programme Manager to implement proposals to further integrate services between LBC and LCCG	£60,330
Total	859,830

In line with the requirements set out in the DH letter of 19 June (Gateway number: 00186) the breakdown of funding will following discussion with NHS England Area Teams be set out using the table 1 below. The Annual Voucher set out in Schedule D will also be used

Table 1: Analysis of the adult social care funding in 2013-14 for transfer to local authorities		
Service Areas- 'Purchase of social care'	Indicative budget	Subjective code
Community equipment and adaptations		52131015
Telecare		52131016
Integrated crisis and rapid response services		52131017
Maintaining eligibility criteria		52131018
Re-ablement services		52131019
Bed-based intermediate care services		52131020
Early supported hospital discharge schemes		52131021
Mental health services		52131022
Other preventative services		52131023
Other social care (please specify)		52131024
	Total	

SCHEDULE D

ANNUAL VOUCHER

SECTION 256 ANNUAL VOUCHER

LUTON BOROUGH COUNCIL

PART 1 STATEMENT OF EXPENDITURE FOR THE YEAR 31 MARCH 2014..

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

Scheme Ref. No and Title of Project	Revenue Expenditure	Capital Expenditure	Total Expenditure
£	£	£	£

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 Luton Health and Well Being Board and Luton Clinical Commissioning Group in accordance with Directions.

Signed.....

Date.....Local Authority Chief Financial Officer or other relevant responsible Council financial officer.

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 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

* Delete as necessary