

**MEMORANDUM OF Agreement FOR TRANSFER OF ALLOCATION FOR SOCIAL CARE FOR 2014/15
Between NHS England (Thames Valley) and West Berkshire Borough council together referred to as “the Parties”**

Giving effect to a transfer of monies from NHS England to the West Berkshire Borough Council pursuant to Section 256 of the NHS Act 2006.

Section A: Background and Principles

1. The purpose of this Memorandum of Agreement is to provide a framework within which the Parties will enable transfers of funding pursuant to Section 256 of the NHS Act 2006 and in line with the National Health Service (Conditions relating to payments by NHS Bodies to Local Authorities) Directions 2013, to enable those funds transferred to be invested by social care for the benefit of health and to improve overall health gain.
2. For 2014/15 the funding transfer to West Berkshire Council by the NHS consists of two allocations. The main component is £1.878m plus an additional grant for preparing for the Better Care Fund of £417k amounting to a total of £2,295,781.
3. NHS England Thames Valley, on the recommendation of West Berkshire clinical commissioning group and the West Berkshire Health and Wellbeing Board (“through approval of s256 paper at its meeting on 24th July 2014 and is satisfied that:
 - the transfer of this funding is consistent with their Strategic Plan that it is likely to secure a more effective use of public funds than if the funds were used for solely NHS purposes, in line with the conditions relating to Section 256 payments the Act.
 - The transfer of these funds has had regard to the Joint Strategic Needs Assessment, the draft Health and Wellbeing Strategy and the commissioning plans of both the Clinical Commissioning Group and Local Authority.
 - The funding transfer will make a positive difference to social care services, and outcomes for users, compared to service plans in the absence of a funding transfer

Section B: Purpose of this Memorandum of Agreement

4. .This Memorandum of Understanding gives effect to those arrangements to benefit the population of West Berkshire through the use of these monies the partners intend to secure more efficient and effective provision of services across the health and social care interface as outlined in Schedule 1.
5. Monies defined in Section C below will be transferred to the Local Authority under Section 256 and used in accordance with the terms of this agreement. If this subsequently changes, the memorandum must be amended and re-signed, as a variation to the original.
6. This Memorandum of Understanding governs the transfer, monitoring and governance arrangements for the monies and the projects associated with delivering the objectives.

Section C: Terms of Agreement – The sums of money

7. The money, which shall be transferred from NHS England to Social Care, is shown below:

	2014/15
<i>Allocations for social care</i>	£2,295,781

8. Payments will be made quarterly based on invoices issued by the Local Authority. The invoices must quote the relevant purchase order number which is xxxxxxxx

9. Where a payment is made under this Agreement, the Council will provide an annual voucher in the form set out in Schedule 3 to Agreement. This voucher must be authenticated and certified by the Director of Finance or responsible officer of the recipient.

10. Recipients must send completed vouchers to their external auditor by no later than 30th September following the end of the financial year in question and arrange for these to be certified and submitted to the paying authority by no later than 31st December of that year. A Certificate of Independent Auditor opinion is set out in Schedule 3 to the Agreement.

Section D: Terms of Agreement – The uses of money

11. Uses of this funding for 2014/15 will be as follows and will be subject to review as part of the joint governance arrangements set out in Section E below:

Analysis of the adult social care funding in 2014-15 for transfer to local authorities		
<i>Service Areas- 'Purchase of social care'</i>	£	Subjective code
Community equipment and adaptations	80,000	52131015
Telecare	30,000	52131016
Integrated crisis and rapid response services	425,000	52131017
Maintaining eligibility criteria		52131018
Re-ablement services	425,000	52131019
Bed-based intermediate care services		52131020
Early supported hospital discharge schemes	370,000	52131021
Mental health services	74,000	52131022
Housing Projects		
Employment Support		
Learning disabilities services		
Dementia services		
Support to primary care		
Integrated assessments		
Integrated records or IT		
Joint health and care teams/working		
Other preventative services (wide range of services commissioned from the voluntary sector to provide preventative services on behalf of all client groups)	474,000	52131023
Other social care (please specify)		52131024
Other intermediate care (please specify)		
Total	1,878,000	

Section E: Terms of Agreement - Governance, Reporting and Monitoring

12. In West Berkshire Borough Council the Agreement shall be held by Director of Adult Services and appointed nominees to manage, monitor and deliver.
13. In NHS England the Agreement shall be held by the NHS England (Thames Valley) Director and appointed nominees to manage, monitor and deliver NHS interests.
14. In Newbury and District CCG and the appointed nominee for governance and monitoring purposes will be the Director of Joint Commissioning.
15. The Berkshire West Partnership Board shall monitor and review the programme of work monthly and ensure corrective action where required. At least one officer of the CCGs shall be a member of this Board. West Berkshire Wellbeing board will receive quarterly reports on the progress of the programme of work from the Partnership Board and ensure the programme supports the delivery of the Health and Wellbeing Strategy and Joint Strategic Needs Assessment.
16. NHS England will be represented on the West Berkshire Wellbeing Board. The Health and Wellbeing Board will review the annual expenditure of the allocation.
17. Any underspend on the transfer money will be discussed by West Berkshire Borough council and the CCG via the Partnership Board and agreement reached as to how the underspend should be dealt with. This may include retention of the under spend with West Berkshire Borough Council for use on additional activity for the benefit of health.
18. The Council will report expenditure plans on a monthly basis to NHS England (Thames Valley) categorised into the following service areas (Table 1) as agreed with the Department of Health.

<i>Service Areas- 'Purchase of social care'</i>	
Community equipment and adaptations	Dementia services
Telecare	Support to primary care
Integrated crisis and rapid response services	Integrated assessments
Maintaining eligibility criteria	Integrated records or IT
Re-ablement services	Joint health and care teams/working
Bed-based intermediate care services	Other preventative services
Early supported hospital discharge schemes	Other social care (please specify)
Mental health services	Other intermediate care (please specify)
Housing Projects	
Employment Support	
Learning disabilities services	

Section F: Terms of Agreement - Renewal, Disputes, Variation and Alteration

- 19. The agreement may be altered by mutual consent by an exchange of letters.
- 20. In relation to continuation beyond 1st April 2015, such provisions as shall be directed by the Secretary of State on continuation and transferal of agreements shall apply.
- 21. Disputes shall be resolved by informal means wherever possible and thence by formal meeting of the Partnership Board and referral to the Health and Wellbeing Board if agreement cannot be reached.

Section G: Signatures

In respect whereof, the parties to this agreement have caused to be affixed their hands and seals.

Signature _____

Name _____

Date _____

FOR AND ON West Berkshire Borough Council

Signature _____

Name _____

Date _____

FOR AND ON BEHALF NHS ENGLAND

SCHEDULE 3

Section 256 Voucher

West Berkshire Borough Council

PART 1 STATEMENT OF EXPENDITURE FOR THE YEAR 31 MARCH 2015

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

Title of Expenditure Adult Social Care Funding Transfer in 2014/15 to Local Authorities

Value £2,295,781

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 England and NHS Newbury and District Clinical Commissioning Group in accordance with the National Health Service (Conditions Relating to Payments by NHS Bodies to Local Authorities) Directions 2013.

Signed:

Date:

Director of Finance or responsible officer of the recipient (see paragraph 5(3) of the 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 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