

**DATED** \_\_\_\_\_ **2013**

**AREA TEAM** (1)

and

**PETERBOROUGH CITY COUNCIL** (2)

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**Agreement relating to  
Social Care Funding  
2013/14**

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THIS AGREEMENT is made on

2013

**BETWEEN:**

- (1) AREA TEAM and
- (2) **PETERBOROUGH CITY COUNCIL** of the Town Hall, Bridge Street, Peterborough, PE1 1 HF (the "**Council**")

(together the "**Parties**").

**WHEREAS:**

- (A) The Area Team is empowered by Section 256 of the 2006 Act to make payments to the Council in certain circumstances towards expenditure incurred or to be incurred by the Council.
- (B) The Area Team has agreed to make payments to the Council to contribute towards or pay the costs of the Scheme.
- (C) By resolution of the Area Team dated **[insert date]** the Grant for the Scheme was recommended pursuant to Section 256 of the 2006 Act.
- (D) The Area Team is satisfied that this Grant is in accordance with the 2006 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 Schedule 2;

"**CEDR**" means the Centre for Effective Dispute Resolution";

"**Directions**" means the Directions by the Secretary of State for Health as to the conditions governing payments by health authorities and other bodies under the NHS

Bodies and Local Authorities Partnership Arrangements Regulations 2000 as attached in Appendix 1 to Schedule 1;

“**Financial Year**” means 1 April of one year to 31 March of the following year;

“**Grant**” means the amount of money set out in Section 3 of Schedule 1 payable by the Area Team to the Council in respect of the Scheme;

“**Nominated Officers**” means **[insert details]** (for the Area Team) and the Director for Adult Social Services (for the Council) or such replacements as may be notified by a Party to the other Party in writing from time to time; and

“**Scheme**” means the scheme 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 Area Team in accordance with Schedule 1.
- 2.2 The Grant for Financial Year 2013/2014 shall be paid within 30 days of the date of this Agreement.
- 2.3 The Council shall submit a completed and certified Annual Voucher to the Director of Finance of the Area Team by no later than the 31 July following the end of Financial Year 2013/2014.
- 2.4 The Council shall use the Grant:
  - 2.4.1 in respect of the Scheme;
  - 2.4.2 in such way as to secure the most efficient and effective use of Grant;
  - 2.4.3 in accordance with all relevant legislation and the Directions; and
  - 2.4.4 in accordance with any policies, performance objectives, eligibility criteria and standards set out at Schedule 4.

- 2.5 Peterborough City Council shall be responsible for the operational management of the Scheme. In accordance with the Section 256 agreement between the Parties dated [xxxxx] (the “**Section 256 Agreement**”).
- 2.6 The Council shall provide the Area Team with the information detailed in Schedule 4 and access to such other information as the Area Team may reasonably request.
- 2.7 The Area Team and the Council shall meet at such intervals as the Parties agree, having regard to the nature of the Scheme, to review the Scheme. Any variation to this Agreement or the Scheme must be agreed in writing by both Nominated Officers.
- 2.8 Any complaints in relation to the Scheme 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 dispute which arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a “**Dispute**”) 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).

#### **Mediation**

- 4.2 If the Parties Chief Executive Officers (or equivalent) are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve written notice (a “**Mediation Notice**”) to the other Party requesting mediation. A copy of the Mediation Notice should be sent to CEDR. The mediation will start not later than 15 days after the date of the Mediation Notice. Unless otherwise agreed by the Parties, the place of mediation shall be nominated by the mediator.

- 4.3 Neither Party may commence court proceedings or arbitration in relation to a Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
- 4.4 The Parties shall each bear their own costs in relation to any reference made to a mediator and the fees and all other costs of the mediator shall be borne jointly in equal proportions by both Parties unless otherwise directed by the mediator.

#### **Arbitration**

- 4.5 If the Parties cannot resolve the Dispute through mediation within 30 days of the start of the mediation, or such longer period as may be agreed by the Parties, then the Dispute may be referred to arbitration in accordance with Clauses 4.6 to 4.11.
- 4.6 Either Party may initiate arbitration by serving a written notice of arbitration (an "**Arbitration Notice**") on the other Party.
- 4.7 Unless otherwise agreed in writing by the Parties, the provisions of the Arbitration Act 1996 shall govern the arbitration.
- 4.8 Any Dispute referred to arbitration shall be resolved under the UNCITRAL Arbitration Rules.
- 4.9 The arbitration panel shall consist of a sole arbitrator to be agreed by the Parties, or if the Parties cannot agree on the appointment of an arbitrator within 10 days of the date of the Arbitration Notice, as appointed by CEDR Solve.
- 4.10 The Parties agree that the decision of the arbitrator shall be binding on the Parties.
- 4.11 The Parties shall each bear their own costs in relation to any reference made to an arbitrator and the fees and all other costs of the arbitrator shall be borne jointly in equal proportions by both Parties unless otherwise directed by the arbitrator.

#### **5 Cancellation and reimbursement**

- 5.1 The Council shall inform the Area Team in writing should the Scheme come to an end or the Council ceases to carry out those functions in connection with which the Grant is made.

- 5.2 If the Scheme comes to an end or the Council ceases to carry out those functions in connection with which the Grants are made prior to the payment of any of the Grants, then the Area Team shall be under no obligation to pay further Grants.
- 5.3 If the Council does not use all of the Grants in connection with the Scheme, then the Council shall reimburse all residual payments made by the Area Team to the Area Team, this amount to be the subject of a further agreement between the Parties following a joint decision detailing its expenditure.
- 5.4 If the Area Team ceases to pay the Grants or the Council is obliged to reimburse the Grants in accordance with this Clause 5, the Area Team and the Council shall work together to ensure there is minimal disruption to individuals benefiting from the Scheme.

## **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.

## ANNEX 1

### Memorandum of agreement

#### Section 256 transfer

Reference number: .....

Title of Scheme: Peterborough Adult Social Care Allocation

#### **1. How will the section 256 transfer secure more health gain than an equivalent expenditure of money on the National Health Service?**

1.1 This is additional money and is paid to Area Teams by the Department of Health to invest in adult social care services to promote better services, as detailed by the National Health Service (NHS) Transfer Directions 2013.

1.2 Towards this aim, the agreement for the transfer is made between the Area Team and the Council. The Council will use the monies to support the outcomes and requirements set out in the NHS Transfer directions and with regard to the White Paper "Caring for our Future; reforming care and support" published in July 2012 and as set out in this Memorandum of Agreement.

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

2.1 Funding for adult social care support via the NHS to benefit social support services and that have mutual benefit to health.

2.2 It is a condition of the transfer that the Peterborough City Council agrees with the CCG and Area Team how the funding is best used within social care, and the outcomes expected from this investment. The Health and Wellbeing board will be the natural place for discussions between NHS England, the CCG and the Council on how the funding should be spent, as part of their wider discussions on the use of their total health and care resources.

2.3 It is a condition of the transfer that the Council and the CCG and NHS England have regard to the Joint Strategic Needs Assessment and existing commissioning plans for both health and social care, in how the funding is used

2.4 It is a condition of the transfer that the Council must be able to demonstrate how the funding transfer will improve social care services, and outcomes for service users, compared to service plans in the absence of the funding transfer.

2.5 The *Caring for our future* White Paper also set out that the transfer of funding can be used to cover the small revenue costs to local authorities of the White Paper commitments in 2013/14 (excluding the Guaranteed Income Payments disregard, which is being funded through a grant from the Department of Health).

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### 3. Financial details (and timescales)

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

Year(s)	Amount	Capital	Revenue
2013/14	£2,840,646	£0	£2,840,646

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.

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

The Council will keep proper records in relation to the scheme and will allow the CCG's representatives to inspect all such records and will supply copies on request.

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

The key outcomes to be delivered are:

- a) Promoting personalisation and enhancing quality of life for people with care support needs
- b) Preventing deterioration, delaying dependency and supporting recovery
- c) Ensuring a positive experience of care and support
- d) Protecting from avoidable harm and caring in a safe environment
- e) Supporting carers in their caring role

There is good evidence that good quality and cost effective adult social care services are delivered through the following framework and all organisations are expected to base their services and plans around this. Funding identified within this Memorandum will be particularly focussed on Early intervention/targeted prevention and Personalisation:

### 1. Universal prevention/promoting wellbeing

Support aimed at people who have little or no immediate social care or health needs. The focus is on maintaining independence and good health and promoting wellbeing. Interventions include providing universal access to good quality information, advice services, creating safer neighbourhoods, promoting healthy and active lifestyles, delivering low level practical support and creating inclusion and social capital.

### 2. Early intervention/targeted prevention – enablement, reablement and recovery

Support aimed at people at risk to halt or slow down any deterioration and actively seek to improve their situation. Interventions include reablement and recovery, short term support, screening and case management for those people who are eligible or not eligible under Fair Access to Care Criteria.

### 3. Personalisation

Ongoing support aimed at maximising ability for people who have a complex social care and health needs and are at risk of needing further or more intensive support.

The measures of success will be that there is:

- A reduction in delayed transfers of care with social care delays continuing to be at very low levels with the aim of this being zero. There may be situations where we mutually agree that delays were unavoidable.
- A reduction in the need for longer term social care packages
- Improved social care and health outcomes for people accessing the Peterborough City Council Adult Social Care support
- A reduction in re-admissions within 30 days of discharge from hospital
- Increased universal prevention/promotion to patients identified by MDT's/  
Admission Avoidance and Care Management

- Health contribution to the Adult Safeguarding Board for 2013/14 to protect Vulnerable Adults

The evidence we will use to indicate that the purposes described above have been met are:

<b><u>INPUT</u></b>	<b><u>OUTPUT</u></b>	<b><u>OUTCOME</u></b>
<p><b>A) Interim Beds / Acute Hospital / City Care Centre Throughput</b></p> <p>Social care demand will be monitored using section 2 and section 5 process in Acute beds and LOS in Interim and CCC beds</p>	<p>Low Number of adult social care delays in in the acute hospital/community beds.</p> <p>Increased timeliness of social care assessments and reviews.</p> <p>Increased percentage of successful courses of reablement</p>	<p>Discharge in a timely fashion.</p> <p>Minimised adult social care discharge delays.</p> <p>Reduction in hospital readmissions for social care facilitated discharges</p>
<p><b>B) Patients and their carers report they were told about the other services that were available to someone in their circumstances, including local and national support organisations.</b></p> <p>Patients and their carers report that they are informed and have access to advice about their care or condition.</p>	<p>Number of individuals signposted to preventative and community based service</p> <p>Improved responses from service users and carers on survey questions relating to accessibility of information and advice.</p>	<p>Increased independence among people not eligible for social care funded services.</p>
<p><b>C) Increased patient awareness of care plans &amp; access to own records (“nothing about me without me”).</b></p> <p>Social Workers attend MDT meetings and work proactively with the Team to maintain people outside of Hospital</p> <p>Patients and carers report that they were aware of, and involved in, the planning of their care.</p>	<p>Increased percentages of positive answers from carers and service users on quality of life survey questions</p> <p>Inceased positive responses in survey questions around carer and service user involvement in support planning</p>	<p>Reduction in emergency hospital admission rates from Social Care Services</p> <p>Deterioration in health and wellbeing is detected and responded to at an early stage, via proactive networks of support.</p>

<p>Patients and carers report that care is joined up and seamless: professionals involved talked to each other and worked as a team</p>	<p>Robust and accessible complaints procedure.</p> <p>Reduced number of complaints received by the organisation which are found to be due to poor communication.</p>	<p>Improving the number of positive recommendations to friends and family by people receiving treatment or care</p>
<p><b>D) Vulnerable adults are protected from harm and potential harm is detected and responded to in a timely and appropriate manner.</b></p>	<p>Key process targets are met for safeguarding investigations</p> <p>Social Care providers contracted by the Council comply with safeguarding training requirements</p> <p>A multi agency safeguarding plan is in place and regularly monitored which includes actions for health partners.</p> <p>Increased number of DOLs referrals and applications</p>	<p>Reduction in the number of repeat referrals for safeguarding concerns</p> <p>Improved co-ordination of adult safeguarding across the health and social care economy.</p>
<p><b>E) Patients and their carers report that carers/family had their needs considered and were given support to care for them.</b></p>	<p>Increased numbers of Carers receiving an assessment of review and a specific carers service, advice or information</p>	<p>Increase in Carers and Patients reporting they have been supported .</p>

## Metrics

A	Promoting personalisation and enhancing quality of life for people with care support needs	<p><b>LI413a / 2C PART 1 (NI131) - Delayed transfers of care from hospital</b></p> <p><b>Rationale</b> – Minimising delayed transfers of care and enabling people to live independently at home is one of the desired outcomes of social care. This indicator measures the ability of the whole system to ensure appropriate transfer from hospital and is an indicator of the effectiveness of the interface between the NHS and social care services.</p> <p><b>Numerator</b> – The average number of delayed transfers of care on a particular day taken over the year.</p> <p><b>Denominator</b> – Adult population in area aged 18 and over (latest estimate = 489,740)</p> <p><b>Target</b> – 8.9 per 100,000 population (lower is good) <b>Frequency of measure</b> – Monthly</p> <p><b>The Council will work with the health economy to support delivery of this target, but this is not within the Council's power to control delivery of.</b></p>
		<p><b>LI413b / 2C PART 2 - Delayed transfers of care from hospital attributable to adult social care</b></p> <p><b>Rationale</b> – Minimising delayed transfers of care and enabling people to live independently at home is one of the desired outcomes of social care. This indicator measures the ability of social services to ensure appropriate transfer from hospital.</p> <p><b>Numerator</b> – The average number of delayed transfers of care attributable to adult social care on a particular day taken over the year.</p> <p><b>Denominator</b> – Adult population in area aged 18 and over (latest estimate = 489,740)</p> <p><b>Target</b> – 3.2 per 100,000 (lower is good) <b>Frequency of measure</b> - Monthly</p>
		<p><b>Local Indicator - The percentage of those receiving reablement who complete the service with less or no care needs.</b></p> <p><b>Rationale</b> –Early supported discharge – increased numbers of patients discharged to ongoing services including new and existing packages of reablement. Percentage of reablement recipients leaving the service with reduced or no care needs. Reduction in the number of non completers due to readmission to hospital .</p> <p><b>Numerator</b> – Number of those leaving a completed course of reablement with less or no care needs.</p> <p><b>Denominator</b> – Number of people leaving reablement for any reason in the</p>

		<p>period.</p> <p><b>Target</b> – 60% (higher is good)</p> <p><b>Frequency of measure</b> – Monthly</p>
		<p><b>Local Indicator</b> – The percentage of new clients receiving a first assessment within 28 days.</p> <p><b>Rationale:</b> A quick thorough response to crisis and urgent presenting needs prevents deterioration and promotes independence.</p> <p><b>Numerator</b> – the number of social care assessments for new clients completed within 28 days</p> <p><b>Denominator;</b> The number of social care assessments completed.</p> <p><b>Target</b> - 90%</p> <p><b>Frequency of measure</b> - monthly</p>

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B	Preventing deterioration, delaying dependency and supporting recovery	<p><b>LI402 / 1D – Carer-reported quality of life</b></p> <p><b>Rationale</b> – This indicator gives a view of the quality of life of carers based on responses to the biennial Carers Survey.</p> <p><b>Numerator</b> – The sum of the scores of a specific set of questions in the survey questionnaire.</p> <p><b>Denominator</b> – The total number of people answering the special questions. The number of people</p> <p><b>Target</b> – increase</p> <p><b>Frequency of measure</b> – Biennially</p>
		<p><b>LI411 / (NI135) - Carers receiving needs assessment or review and a specific carer's service or advice and information only</b></p> <p><b>Rationale</b> – Support for carers is a key part of support for vulnerable people. Support for carers also enables carers to continue with their lives, families, work and contribution to their community.</p> <p><b>Numerator</b> – The numbers of carers receiving a specific service during the period, following a carers assessment or review.</p> <p><b>Denominator</b> – The number of people receiving a community based service during the period.</p> <p><b>Target</b> –27% (higher is good)</p> <p><b>Frequency of measure</b> - Monthly</p>
		<p><b>Local Target – number of people being signposted to universal and preventative services via the Council's first point of contact.</b></p> <p><b>Rationale:</b> universal and preventative services can be a low cost option allowing people to maintain independence without reliance on public sector funding for longer periods.</p> <p>Numerator number of people contacting the Councils contact centre who are referred on to universal or preventative services</p> <p><b>Target</b> – baseline year</p> <p><b>Frequency of measure</b> - quarterly</p>

C	Ensuring a positive experience of care and support	<p><b>Service User reported quality of life</b></p> <p><b>Rationale</b> – This indicator gives a view of the quality of life of service users based on responses to the annual service user Survey.</p> <p><b>Numerator</b> – The sum of the scores of a specific set of questions in the survey questionnaire.</p> <p><b>Denominator</b> – The total number of people answering the special questions. The number of people</p> <p><b>Target</b> – &gt;19.0</p> <p><b>Frequency of measure</b> – annual</p>
		<p><b>3A - Overall satisfaction of people who use services with their care and support</b></p> <p><b>Rationale:</b> high satisfaction rates reflect effective care packages which individuals are more likely to be engage in the planning of.</p> <p><b>Numerator:</b> The number of survey respondents who are giving positive (either extremely or very satisfied) responses around satisfaction with their services.</p> <p><b>Denominator:</b> The total number of respondents to the annual service user survey</p> <p><b>Target</b> &gt;64.3%</p> <p><b>Frequency</b> - Annual</p>
D	Protecting from avoidable harm and caring in a safe environment	<p><b>Local Target – number of safeguarding alerts where decision to treat as referral is made within 24 hours</b></p> <p><b>Rationale</b> – a quick decision on identification of concern allows for the appropriate course of action to be taken quickly.</p> <p><b>Numerator</b> – number of safeguarding alerts either closed or accepted as a referral within 24 hours of receipt</p> <p><b>Denominator</b> – Number of safeguarding alerts received</p> <p><b>Target</b> 90%</p> <p><b>Frequency</b> - monthly</p>
		<p><b>Local Target – number of safeguarding investigations completed within 20 working days</b></p> <p><b>Rationale</b> – a speedy investigation allows for protection arrangements to be put in place and should prevent re-referrals.</p> <p><b>Numerator</b> – number of safeguarding investigations completed within 20 working days of referral.</p>



		<p><b>Denominator</b> – Number of safeguarding investigations completed</p> <p><b>Target</b> 80%</p> <p><b>Frequency</b> - monthly</p>
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		<p><b>Local Target – Percentage of safeguarding referrals which are re-referrals</b></p> <p><b>Rationale:</b> Appropriate protection planning should minimise risk of further harm to individuals, repeat referrals might be evidence that the protection plan put in place, or the quality of the original investigation did not safeguard the person appropriately.</p> <p><b>Numerator:</b> The number of repeat safeguarding referrals received</p> <p><b>Denominator:</b> the number of safeguarding referrals received.</p> <p><b>Target –</b> baseline year</p> <p><b>Frequency -</b> monthly</p>
		<p><b>LI400g / 4B - The proportion of people who use services who say that those services have made them feel safe and secure</b></p> <p><b>Note – New Measure</b> This measure is not used in 2011/12 and will be published for the first time in 2012/13</p> <p><b>Rationale –</b> Safety is fundamental to the wellbeing and independence of people using social care. There are legal requirements about safety in the context of service quality, including CQC essential standards for registered services. This measure will use a new question data from the Annual Service User Survey (ASCS)</p> <p><b>Numerator –</b> In response to Question 7b those individuals who select the response "Yes".</p> <p><b>Denominator –</b> All those that responded to the question.</p> <p><b>Target –</b> &gt; 72%</p> <p><b>Frequency of measure -</b> Annually</p>
E	Supporting carers in their caring role	<p><b>Local target –emergency support to carers</b></p> <p><b>Rationale –</b>This indicator demonstrates the number of carers receiving emergency breaks service to support them in a period of unplanned need. Emergency breaks can prevent a carer / service user relationship breaking down and can support the carer to continue in their caring role.</p> <p><b>Numerator</b> The number of carers receiving emergency breaks services.</p> <p><b>Denominator –</b> none</p> <p><b>Target –</b> Baseline year.</p> <p><b>Frequency of measure –</b> Monthly</p>

Signed : ..... for the Board/Area Team

..... Position

..... Date

Signed : ..... For local authority / other recipient  
body

..... Position

..... Date

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**ANNEX 2 – Annual voucher and certificate for auditors**

Section 256 Annual Voucher

Peterborough City 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 Reference Number Revenue Expenditure Capital Total and Title of Expenditure

Project £££

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 ..... Board/Area Team in accordance with these Directions.

Signed: .....

Date: .....

Director of finance or responsible officer of the recipient (see paragraph 5(3) of the Directions).

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**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

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