



**Report of Rachael Shimmin, Corporate Director, Children and Adult Services
Stewart Findlay, Chief Clinical Officer, Durham Dales,
Easington and Sedgefield Clinical Commissioning Group
Nicola Bailey, Chief Operating Officer, North Durham Clinical
Commissioning Group**

Purpose of the Report

1. Following discussion at the Health and Wellbeing Board development meeting on 25th September 2013, this report seeks agreement and ratification from the Board of the proposed use of the 2013/14 and 2014/15 allocations of social care funding and content for the associated Section 256 agreement.

Background

2. Social care funds of c£10.1m for 2013/14 and c£10.5m for 2014/15 are due to be transferred from NHS England to the local authority under a Section 256 agreement. This follows on from previously agreed Section 256 agreements in 2011/12 and 2012/13 between the Council and the former PCT. The 2014/15 funding is the forecast position.
3. The Department of Health has recently issued updated guidance (letter dated 19th June Gateway Ref 00186) with regards to the use and governance of these funds. (Appendix 2)
4. The guidance also requires the Area Teams to ensure that the Clinical Commissioning Group/s and local authority take a joint report to the Health and Wellbeing Board to ratify what the funding will be used for.
5. Once the Health & Wellbeing Board ratifies the report a copy of the signed agreement is required by NHS England. When this is received Purchase Orders can be set up by the Area Team with the Local Authority that will confirm the precise financial arrangements.
6. The agreed Section 256 Agreement for ratification is at Appendix 3.
7. Our current understanding is that the allocation of this social care funding in 2015/16 is contained within the £3.8bn announced in the June spending round but the detailed guidance is still being developed.

Proposals

8. In line with this guidance work is being carried out to ensure the use of these existing funds, locally, complies. It is intended that spend is presented under 3 broad headings:
 - Eligibility (£4m)
 - Prevention (£3.1m)

- Short term assessment & intervention (£3m)

However for the purposes of expenditure plans the detail of these elements will be aligned to the categories/ service areas identified in the guidance letter (appendix 2, table 1).

9. Appendix 4 details examples of the initiatives funded under these 3 headings.
10. The decision to use a significant component of the £10m allocation in order to retain existing eligibility criteria was agreed by the former PCT in recognition of the impact on health budgets if the social care eligibility criteria is raised and thus has also been acknowledged by CCG colleagues who recognise the need to maintain the status quo with the identified investment. The allocation against eligibility is significantly less than would be the cost to Health if the criteria were raised.
11. These plans have been developed alongside and link to the recently published Joint Health & Wellbeing Strategy priorities and both Clinical Commissioning Groups commissioning intentions which have been agreed by all key partners and the Health & Wellbeing Board.
12. As we are now 8 months into the financial year there are concerns that the process of final sign off of these plans and payment to the Council will now carry us into November with the process for 2014/15 needing to commence in January 2014 to meet a March sign off date.
13. Although current indications are that the social care funding allocation will increase slightly in 2014/15 we have not received a confirmed figure. Nevertheless, the Council and the CCGs have agreed in principle that the Section 256 agreement attached is extended to cover the financial periods 2013/14 and 2014/15 as the proposed spending plans will not vary significantly and are waiting for confirmation from NHS England that this is acceptable.

Recommendations

14. The Health and Wellbeing Board is recommended to:
 - Note the content of this report
 - Agree the proposed options for use of the Social Care Funds
 - Ratify the attached Section 256 Agreement

Contact: Nick Whitton, Head of Commissioning, Durham County Council
nick.whitton@durham.gov.uk

Background papers:

Department of Health guidance letter
Section 256 partnership agreement

Appendix 1

Finance Social care funds of c£10.1m for 2013/14 and c£10.5m for 2014/15 are due to be passported from NHS England to the local authority under a Section 256 agreement. This follows on from previously agreed s256 agreements in 2011/12 and 2012/13 between the Council and the former PCT. The 2014/15 funding is the forecast position. Appendix 2 sets out proposals for allocation of this funding in line with the priorities of the Joint Health and Wellbeing Strategy and Joint Strategic Needs Assessment.

Staffing The use of this funding has staffing implications.

Risk Costs are being incurred by DCC currently. There is also the risk of potential cost shunt issues if not agreed.

Equality and Diversity / Public Sector Equality Duty Any change in service or development will be supported by a discreet equality and diversity assessment

Accommodation N/A

Crime and Disorder Funding included in this agreement supports services which impact on crime and disorder including homelessness and substance misuse services

Human Rights N/A

Consultation The proposals within the report and S256 are continuations of previous agreed developments have been subject to consultation with key stakeholders. The report and agreement have been through both the Council and CCG governance processes for agreement.

Procurement In order to afford the market some stability agreement of the S256 schedule to cover 13/14-14/15 is suggested. Procurements will be carried out under DCC policies and constitution

Disability Issues N/A

Legal Implications N/A

Appendix 2

Gateway Reference: 00186

Financial Strategy & Allocations
Finance Directorate
Quarry House
Leeds
LS2 7UE

Email address – England.finance@nhs.net
Telephone Number – 0113 82 50779

To:

Area Team Finance Directors
CCG Clinical Leads
CCG Accountable Officers

19 June 2013

Dear Colleagues

Re: Funding Transfer from NHS England to social care – 2013/14

1. With reference to the letter of 19 December 2012 from the Department of Health to Paul Baumann (DH Gateway Reference 18568), funding to support adult social care has been passed to NHS England as part of the 2013/14 Mandate.

2. This letter provides information on the transfer to local authorities, how it should be made, and the allocations due to each local authority under Section 256 (5A) (5B) of the 2006 NHS Act. It is noted that decisions may have already been made for the use of the funding and that this letter is formalising such arrangements.

Amount to be transferred

3. For the 2013/14 financial year, NHS England will transfer £859 million from the Mandate to local authorities. We have undertaken an exercise to map all local authorities to NHS England Area Teams, and the amounts to be paid to individual local authorities from the Area Teams are set out at Annex A.

Legal basis for the transfer

4. The payments are to be made via an agreement under Section 256 of the 2006 NHS Act. NHS England will enter into an agreement with each local authority and will be administered by the NHS England Area Teams (and not Clinical Commissioning Groups). Funding from NHS England will only pass over to local authorities once the Section 256 agreement has been signed by both parties.

For reference, please find below the updated Directions, which set out the conditions, Memorandum of Agreement and Annual Vouchers for use:

<https://www.gov.uk/government/publications/conditions-for-payments-between-the-nhs-and-local-authorities>

<https://www.gov.uk/government/publications/funding-transfer-from-the-nhs-to-social-care-2013-to-2014-directions>

In summary, before each agreement is made, certain conditions must be satisfied as set out below:

Use of the funding

5. The funding must be used to support adult social care services in each local authority, which also has a health benefit. However, beyond this broad condition, NHS England wants to provide flexibility for local areas to determine how this investment in social care services is best used.

6. The joint local leadership of Clinical Commissioning Groups and local authorities, through the Health and Wellbeing Board, is at the heart of the new health and social care system. NHS England will ensure that the local authority agrees with its local health partners how the funding is best used within social care, and the outcomes expected from this investment. Health and Wellbeing Boards will be the forum for discussions between the Area Teams, CCGs and local authorities on how the funding should be spent.

7. In line with their responsibilities under the Health and Social Care Act, NHS England will make it a condition of the transfer that local authorities and CCGs have regard to the Joint Strategic Needs Assessment for their local population, and existing commissioning plans for both health and social care, in how the funding is used.

8. NHS England will also make it a condition of the transfer that local authorities demonstrate how the funding transfer will make a positive difference to social care services, and outcomes for service users, compared to service plans in the absence of the funding transfer.

9. The funding can be used to support existing services or transformation programmes, where such services or programmes are of benefit to the wider health and care system, provide good outcomes for service users, and would be reduced due to budget pressures in local authorities without this investment. The funding can also support new services or transformation programmes, again where joint benefit with the health system and positive outcomes for service users have been identified.

10. The *Caring for Our Future* White Paper also sets 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).

Governance

11. The Area Teams will ensure that the CCG/s and local authority take a joint report to the Health and Wellbeing Board to agree what the funding will be used for, any measurable outcomes and the agreed monitoring arrangements in each local authority area.

12. The Health & Wellbeing Board then approves the report which has appended to it the agreed Section 256 agreement between the local authority and NHS England. The agreement is signed by both parties.

13. A copy of each signed agreement should be sent to NHS England Finance Allocations Team at england.finance@nhs.net so that a national review of the transfer can be undertaken.

14. Purchase Orders should then be set up by the Area Teams with each Local Authority that will confirm the precise financial arrangements.

Reporting

15. Area Teams will be supplied with specific budget codes to enable them to set up Purchase Orders, monitor the expenditure on this allocation and to drawdown the necessary cash required to pay local authorities on the agreed basis. Area Teams should use their specific cost centre (Annex B) and the local authority sub analysis 2 code (Annex C) to generate their purchase orders (using the non-catalogue request category 'XXX').

16. NHS England will require expenditure plans by local authority to be categorised into the following service areas (Table 1) as agreed with the Department of Health. This will also ensure that we can report on a consolidated NHS England position on adult social care expenditure.

Table 1: Analysis of the adult social care funding in 2013-14 for transfer to local authorities	
Service Areas- 'Purchase of social care'	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	

Furthermore, as part of our agreement with local authorities, NHS England will ensure that it has access to timely information (via Health & Wellbeing Boards) on how the funding is being used locally against the overall programme of adult social care expenditure and the overall outcomes against the plan, in order to assure itself that the conditions for each funding transfer are being met.

Further considerations

17. Area Teams to copy this letter to their local government colleagues.

18. NHS England will not place any other conditions on the funding transfers without the written agreement of the Department of Health.

If you require any further information, please contact Tim Heneghan, Senior Finance Lead, Financial Strategy & Allocation on 0113 82 50779 or email tim.heneghan@nhs.net

Yours sincerely



Sam Higginson
Director of Strategic Finance

Annex A - 2013/14 Funding by local authority & Area Team

Annex B – List of Area Team Cost Centres

Annex C - List of Local Authority Sub Analysis 2 codes



**NHS ENGLAND
(DURHAM, DARLINGTON AND TEES)**

AND

DURHAM COUNTY COUNCIL

**PARTNERSHIP AGREEMENT
Section 256 of the NHS Act 2006**

DATED 25th September 2013

**Revenue grant agreement relating to
Social Care funding 2013/14- 2014/15**

**Transfer of funding from NHS England
to
Durham County Council**

2013/2014- 2014/2015

This Agreement is made as a DEED on the 25th day of September 2013

BETWEEN

1. **Durham County Council**, whose principal office address is at County Hall, Durham City, DH1 5UL (“the Local Authority”)

and
2. **NHS ENGLAND (DURHAM, DARLINGTON AND TEES)**, whose principal office address is at The Old Exchange, Barnard Street, Darlington DL3 7DR (“NHS England”), which term shall include its statutory or legal successor to its functions and its permitted assignees.

(individually known as a “Party” and together known as the “Parties”)

LEGISLATIVE PROVISIONS AND BACKGROUND

- A. Under section 256 of the 2006 Act and the Directions (as defined below) NHS England may make payments to a local authority in connection with expenditure on social services functions and/or health related functions of a local authority.
- B. NHS England agrees to make grant payments to the Local Authority pursuant to section 256 of the 2006 Act in respect of revenue expenditure for costs associated with expenditure on social care functions and health related functions of the Local Authority.
- C. This Agreement sets out the terms and conditions of the grant payments.
- D. This Agreement seeks to fulfil the objectives set out in the Joint Commissioning Strategies of local NHS Commissioners (including Durham, Dales, Easington and Sedgfield Clinical Commissioning Group, North Durham Clinical Commissioning Group and NHS England) and the Local Authority.
- E. Approval for this Agreement was agreed on behalf of the Local Authority and by NHS England by the Health and Wellbeing Board on the 25th day of September 2013.
- F. NHS England is satisfied that the grant payments are likely to secure a more effective use of public funds than the deployment of an equivalent amount on the provision of services under section 3(1) of the 2006 Act.
- G. The Parties have agreed to nominate officers to act on behalf of the Parties, who will monitor this Agreement, the performance of the Services, and report to the Health and Wellbeing Board (as defined below).

IT IS HEREBY AGREED BETWEEN NHS ENGLAND AND THE LOCAL AUTHORITY AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement these words and expressions have these meanings where the context allows:

“2006 Act”	the National Health Service Act 2006;
“Agreed Costs”	the costs incurred by the Local Authority in connection with the Services in respect of which NHS England agrees to make payments in accordance with the terms of this Agreement as set out in Annex 5;
“Agreement”	means this agreement including all annexes;
“Health and Wellbeing Board”	means the Board that has responsibility for over sight of the working arrangements between NHS England and the Local Authority with particular reference to this Agreement;
“Commencement Date”	means the date agreed by each individual service through the reablement group;
“Directions”	means the Directions by the Secretary of State as to the conditions governing payments by health authorities to local authorities and other bodies under Section 28A of the National Health Service Act 1977 issued on 28 March 2000, which now apply to payments made under section 256 of the 2006 Act;
“FSA”	means the Financial Services Authority or such other body that has responsibility for the regulation of banks;
“Force Majeure”	means an act of God, fire, act of Government or state, war, civil commotion, insurrection, embargo, prevention from hindrance in obtaining raw materials, energy or other supplies and/or any other reason beyond the Parties’ control;
“Good Industry Practice”	means the exercise of that degree of skill, diligence, prudence and foresight and operating practice that would reasonably and ordinarily be expected from a skilled and experienced person engaged as the case may be in the same type of undertaking as that of the Party in question under the same or similar circumstances;
“Interest Rate”	means one (1) per cent per annum above the base lending rate from time to time of the Bank of England or such other clearing bank as may be agreed between the Parties;
“Laws”	means all Legislation and any applicable judgement of the relevant court of law which sets a binding precedent;
“Legislation”	any Act of Parliament or subordinate legislation within the meaning of section 21(i) of the Interpretation Act 1978, any exercise of the Royal Prerogative and any enforceable community right within the meaning of section 2 of the European Communities Act 1972, in each case in the United Kingdom;
“Month”	means a calendar month;

“Nominated Officers”	means the group of officers appointed by the Parties which will act jointly to oversee the Agreement with powers being delegated by the Parties to whom the said officers will be accountable;
“Performance Indicators”	means the quality performance indicators agreed between the Parties and set out in Annex 3;
“Qualifying Persons”	means the persons receiving the Services under this Agreement as listed in Annex 4;
“Revenue Grant Payments”	the payments made under Clause 3 and detailed in Annex 5, which represents the funds designated by the NHS to support adult social care services that have a health benefit in 2013-14 (NHS England Gateway Reference 00186);
“Services”	means the [insert relevant services] to be provided or procured by the Local Authority for the Qualifying Persons by expenditure of the Agreed Costs, and set out in more detail in Annex 3;
“Service Levels”	means the level of Services as set out in Annex 3;
“Service Specification”	means the specification for the Services as set out in Annex 3;
“Working Day”	means Monday to Friday inclusive in any week but excluding statutory holidays applicable in England.

1.2 In this Agreement:

- 1.2.1 References to any Legislation, statute, statutory provision, statutory instrument or direction shall be construed as a reference to that Legislation statute, statutory provision, statutory instrument or direction as replaced amended extended or re-enacted from time to time and shall include any subordinate legislation made under any Legislation, statute or statutory provision.
- 1.2.2 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Agreement.
- 1.2.3 References in this Agreement to any clause or sub-clause Schedule or paragraph of a Schedule without further designation shall be construed as a reference to the clause sub-clause schedule or paragraph of the schedule to this Agreement so numbered.
- 1.2.4 Words importing the singular include the plural and vice versa.
- 1.2.5 Words importing any gender include any other gender.
- 1.2.6 When NHS England is succeeded by a successor entity (the “Successor Entity”) then on and from the date of such succession NHS England shall be deemed to be replaced by the Successor Entity

2 COMMENCEMENT, REVIEW AND OPERATION

Commencement

- 2.1 This Agreement shall come in to force on the date it has been validly and properly executed by the Parties (the “Agreement Execution Date”), save where the Commencement Date is before the Agreement Execution Date in which instance, the Parties shall have begun to carry out any of its duties, obligations and/or responsibilities referred to or set out in this Agreement earlier than the Agreement Execution Date. In such an instance, this Agreement shall be deemed to have commenced from the Commencement Date.

- 2.2 This Agreement shall continue until the 31 March 2014 unless terminated in accordance with Clause 10 and/or Clause 17.3.
- 2.3 This Agreement may be extended until [31 March 2015] by written agreement of the Parties.

Review of this Agreement

- 2.4 This Agreement shall be reviewed by the Parties in a form and by such representatives of the Parties as may be agreed, initially 3 Months after the Commencement Date and thereafter at any time in accordance with the terms of this Agreement, save that all such reviews must be held within 6 Months of each other.

Operation of the Nominated Officers

- 2.5 The Parties agree that responsibility for the managing, planning and monitoring of this Agreement (including any performance of the Services) shall be discharged by the Nominated Officers.
- 2.6 The Nominated Officers shall meet in the timescales set out in Annex 6, and shall act in accordance with the terms of reference as set out in Annex 7, and will receive or deliver reports as provided for in Annex 8.

3 REVENUE GRANT PAYMENTS

- 3.1 The Parties agree that NHS England will exercise its powers under Section 256 of the Act to execute this agreement and following release of funding NHS England will within 30 working days make payments to the Local Authority for revenue expenditure in respect of the Agreed Costs.
- 3.2 The Revenue Grant Payments in respect of the Agreed Costs will be calculated, reviewed and paid in accordance with the arrangements described in Annex 5.
- 3.3 The Revenue Grant Payments are made on condition that the Local Authority:
- 3.3.1 Ensures, so far as is practicable, the most efficient and effective use of the Revenue Grant Payments;
 - 3.3.2 Does not use the Revenue Grant Payments for any purposes other than expenditure on the Agreed Costs;
 - 3.3.3 Provides or procures the Services in accordance with any Service Specifications and Service Levels as set out in Annex 3;
 - 3.3.4 Maintains the Revenue Grant Payments in a UK based account of an FSA- authorised bank and notifies the details of such account to NHS England;
 - 3.3.5 Signs the Memorandum of Agreement annexed in the form set out at Annex 1;
 - 3.3.6 Completes and submits a monthly return of expenditure to NHS England in accordance with Clause 6.
 - 3.3.7 Completes and submits an annual voucher in the form set out at Annex 2 in accordance with Clause 3.6.
- 3.4 In the event that the Local Authority fails to comply with any of the conditions contained in this Clause 3 the provisions of Clause 10.1.1 shall apply.
- 3.5 Save where expressly stated in this Agreement no interest is payable by the Local Authority upon the sums paid to the Local Authority under this Agreement.
- 3.6 The Local Authority shall complete an annual voucher in the form set out at Annex 2 and this shall be authenticated on behalf of the Local Authority by its Chief Financial Officer. The Local Authority shall pass the completed voucher to its external auditor by no later than 30 September following the end of the financial year in which the Local Authority receives the Revenue Grant under this Agreement. The Local Authority shall arrange for the voucher to be certified by an auditor appointed under

section 3 of the Audit Commission Act 1998 and submitted to NHS England by no later than 31 December of that year.

- 3.7 Where the Local Authority reduces the Services to be provided or procured under this Agreement, this shall be subject to the consent of NHS England. The Local Authority agrees to notify NHS England immediately of any circumstances which mandate the reduction of the Services under this Agreement and any variation to the terms of this Agreement shall take place in accordance with Clause 13.

4 FINANCIAL COMMITMENT BY THE LOCAL AUTHORITY

- 4.1 The Local Authority warrants to NHS England that it has available, and shall commit adequate funding and resources of its own, for the Services to the extent not funded by the Revenue Grant Payments for the duration of the Agreement.
- 4.2 The Local Authority shall ensure that any interest that accrues on the Revenue Grant Payments prior to the Revenue Grant Payments being fully expended on the Services is added to the amount of the Revenue Grant Payments remaining and used solely to contribute to the cost of the Services.

Overspending

- 4.3 The Local Authority warrants that any over spending in relation to the provision of the Services above and beyond the Revenue Grant Payments shall be the responsibility of the Local Authority.

Underspending

- 4.4 The Local Authority warrants that any under spending shall be used to fund services in accordance with this Agreement and as agreed with NHS England and ratified through the Health and Wellbeing Board.

5 RECORDS

- 5.1 The Local Authority shall keep full and accurate minutes of its expenditure of the Revenue Grant Payments and of every meeting held in relation to the Revenue Grant Payments.

6 PROVISION OF INFORMATION AND INSPECTION

- 6.1 The Local Authority shall, within four weeks of the end of each calendar month, provide NHS England with monthly financial and performance reports, setting out how the funding is being used against the agreed programme of expenditure and outcomes against individual schemes set out in Annex 3 in relation to the Revenue Grant payments. The Local Authority shall promptly provide NHS England and the Health and Wellbeing Board with such reports and information as it may reasonably request from time to time relating to the activities (including the performance management of the services) and finances of the Local Authority in relation to the Revenue Grant Payments, including but not be limited to, all internal and external audit reports relating to the Local Authority.
- 6.2 The Local Authority shall on reasonable request provide NHS England with access to a copy of the Local Authority's audited accounts promptly.
- 6.3 The Local Authority shall notify NHS England as soon as practicable and in any event within 7 (seven) days of it being unable, for whatever reason, to continue to provide or procure the Services.
- 6.4 The Local Authority shall allow NHS England on reasonable notice in writing to inspect all accounts, books, records, documents and other information as NHS England may reasonably require for the purpose of verifying:
- 6.4.1 the ability of the Local Authority to provide or procure the Services; and/or
- 6.4.2 the observance and performance of the conditions of the Revenue Grant Payments as set out in Clause 3.

- 6.5 The Parties agree to hold meetings to discuss matters arising in connection with the Revenue Grant Payments. The meeting schedule will as a minimum be set in accordance with the dates set out in Annex 6. Additional meetings will be convened at the reasonable written request of either Party at a time and place to be agreed.

7 PERFORMANCE MONITORING

- 7.1 NHS England, the Clinical Commissioning Groups and the Local Authority will meet quarterly during the period of the Agreement and beyond, or more often or less often, if necessary or agreed, to review whether the Local Authority is providing or procuring the Services in accordance with the agreed Service Levels, including the Performance Indicators and to monitor final outcomes as set out in Annex 3. Following each quarterly meeting the Local Authority will report the same to the Officers 'Group.
- 7.2 Where NHS England has a concern relating to the Local Authority's performance under the terms of this Agreement, NHS England will notify the Local Authority in writing of such concern and request that the concern be remedied. The Parties will meet within one (1) Month of the date the concern was raised to agree corrective actions to ensure performance of the Services improves to meet the appropriate standards, including the Performance Indicators, set out in this Agreement and to agree a reasonable timeframe for such improvement.
- 7.3 If the corrective actions agreed pursuant to Clause 7.2 do not result in any improvement in the performance of the Services within the agreed timeframe, NHS England may issue a performance notice to the Local Authority ("Performance Notice") setting out the matters giving rise to that Performance Notice and a reasonable timeframe within which the matters must be rectified.
- 7.4 The Local Authority will remedy the matters set out in the Performance Notice within the timeframe set out in the Performance Notice.
- 7.5 If the Local Authority disputes the matters set out in the Performance Notice, the Local Authority will notify NHS England of the reasons for the dispute and the Parties shall attempt to resolve the dispute in accordance with disputes resolution procedure set out in Clause 16.
- 7.6 Without prejudice to the rights of the Parties, if the Local Authority does not fulfil the requirements of the Performance Notice within the timeframe set out in the Performance Notice, then NHS England may serve (at its discretion) between 3 to 6 Month's written notice to the Local Authority to terminate this Agreement.
- 7.7 Notwithstanding any clause to the contrary in this Agreement, NHS England shall report to the Nominated Officers quarterly and annually in relation to NHS England's performance of the Services pursuant to the terms of this Agreement, and by reference to such other criteria as the Nominated Officers may require.

8 REPAYMENT OF REVENUE GRANT PAYMENTS

- 8.1 The Local Authority shall immediately repay to NHS England:
- 8.1.1 a sum equal to the amount of any part of the Revenue Grant Payments applied for any purpose other than the Agreed Costs together with, at the discretion of NHS England, interest at the Interest Rate to be charged on such sum calculated from the date such sum was applied for purposes other than the Agreed Costs until repayment;
 - 8.1.2 any overpayment or erroneous payment received by it from NHS England;
 - 8.1.3 where the Local Authority is served with notice of termination in accordance with clause 10.1, the total of the Revenue Grant Payments, less expenditure

already spent on the Services at the time of service of the notice of termination;

8.1.4 where a notice of termination is served pursuant to clause 17.3, the total of the Revenue Grant Payments, less expenditure already spent on the Services at the time of service of the notice of termination.

8.2 For the avoidance of doubt, repayment under clause 8.1 shall not prejudice NHS England's rights under clauses 3.7 and 10.

9 LOCAL AUTHORITY'S REPRESENTATIONS AND WARRANTIES

9.1 The Local Authority warrants and represents that:

9.1.1 it has the power to enter into and perform its obligations under this Agreement and has taken all the necessary actions to authorise the execution and delivery and performance of the Agreement; and

9.1.2 it has the power to provide or procure the Services; and

9.1.3 it is not aware of any act, matter or thing which will or is likely to affect adversely its ability to comply with its obligations under this Agreement; and

9.1.4 all information supplied to NHS England by it, its servants or agents prior to the date of this Agreement was true and accurate in all material respects.

10 TERMINATION

10.1 Without prejudice to any right or remedy it may possess NHS England shall be entitled to terminate the Agreement upon (at the discretion of NHS England) between 3 to 6 Months written notice to the Local Authority upon the happening of any of the following events:

10.1.1 the Local Authority fails to comply with the conditions of the Revenue Grant Payments as set out in Clause 3;

10.1.2 the Local Authority commits a material breach of this Agreement and either such breach is in the reasonable opinion of NHS England not capable of remedy or such breach is in the reasonable opinion of NHS England capable of remedy and is not remedied to NHS England's reasonable satisfaction within such time period as NHS England, acting reasonably, shall impose, such time period being not less than 30 days of receipt by the Local Authority of notice by NHS England requiring such remedy;

10.1.3 the Local Authority is served with notice of termination under Clause 7.6 (Performance Monitoring);

10.1.4 the Local Authority is served with notice of termination under Clause 12.1.3 (Amendment and Severance);

10.1.5 the Local Authority is served with notice of termination under Clause 14.1 (Prevention of Bribery);

10.1.6 where clause 17.3 applies; or

10.1.7 where the payment of the Revenue Grant Payment pursuant to the terms of this Agreement is deemed by NHS England (acting reasonably) to be ultra vires, void, voidable, illegal or otherwise unenforceable.

10.2 In the event of a termination or expiry of this Agreement, the Parties shall cooperate to ensure an orderly wind down of any joint activities arising out of or pursuant to the terms of this Agreement.

10.3 Without prejudice to the generality of the aforementioned, the Local Authority shall be responsible for winding down its own financial affairs arising out of the operation of this Agreement.

11 PAYMENT OF LEGAL COSTS

11.1 The Parties agree that each shall bear their respective legal costs incurred in connection with the preparation, negotiation and execution of this Agreement.

12 AMENDMENT AND SEVERANCE

12.1 If any condition of this Agreement is declared by any judicial authority or considered by the Parties to be void, voidable, illegal or otherwise unenforceable:

12.1.1 the Parties shall amend that provision in such reasonable manner as mutually agreed in accordance with Clause 13; or

12.1.2 at the discretion of the Parties that provision may be severed from the Agreement and the remaining conditions of this Agreement shall except where otherwise provided remain in full force and effect unless otherwise terminable; or

12.1.3 NHS England may at its absolute discretion terminate this Agreement by giving notice of termination to the Local Authority.

13 VARIATION

13.1 There shall be no variation to this Agreement without the prior written consent of the Parties.

14 PREVENTION OF BRIBERY AND COUNTER FRAUD AND SECURITY MANAGEMENT ARRANGEMENTS

Prevention of Bribery

14.1 If the Local Authority, any of its employees or officers or anyone acting on behalf of the Local Authority

14.1.1 makes a gift or some other consideration to any person with the intent of obtaining some benefit in relation to this Agreement; and/or

14.1.2 puts pressure on any person with the intent of obtaining some benefit in relation to this Agreement; and/or

14.1.3 commits any offence under the Bribery Act 2010; and/or

14.1.4 commits any other similar offence under any subsequent legislation

14.1.5 then NHS England shall have the right to terminate this Agreement by giving notice of termination to the Local Authority except where (in the reasonable opinion of NHS England):

14.1.6 the action or offence described in Clause 14.1.1 to 14.1.4 above is an isolated infrequent or uncommon incident; and

14.1.7 the Local Authority has taken reasonable steps to avoid the commission by any of its officers, employees or anyone acting on its behalf of any such action or offence and the Local Authority has taken reasonable steps (including where appropriate the dismissal of any employee or officer) to prevent the future commission by any of its officers or employees or anyone acting on its behalf of any such action or offence; and

14.1.8 such action or offence has not been authorised endorsed or condoned by the Local Authority.

Counter fraud and security management arrangements

14.2 The Parties shall ensure that appropriate counter fraud and security management arrangements are in place.

14.3 A Party shall upon request permit a duly authorised person nominated by the other Party to review the counter fraud and security management arrangements put in

place and shall implement such modifications to those arrangements within such time periods as such a duly authorised person may reasonably require.

- 14.4 The Parties shall, promptly upon becoming aware of any suspected fraud or corruptions involving a service user, staff or public funds, report such matter to the local counter fraud specialist.

15 THIRD PARTY RIGHTS

- 15.1 No person other than a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

16 DISPUTES

- 16.1 In the event of any dispute arising under the terms of this Agreement, the Parties shall attempt in good faith to resolve such disputes.
- 16.2 If such dispute cannot be solved under the provisions of Clause 16.1 within 30 days, it shall be referred for review and negotiation between the Chief Executive of the Local Authority and the Area Director, NHS England, Durham, Darlington and Tees who shall attempt to resolve the dispute within 10 days of it being referred to them.
- 16.3 If the matter is not resolved under the provisions of Clauses 16.1 and 16.2 the dispute shall be referred to a mediator as the Parties shall jointly nominate. If the Parties shall fail to agree on the selection of a mediator within 14 days after the date of expiry of the 30 days period specified in Clause 16.2 the mediator shall be nominated at the request of either Party by the President for the time being of the CEDR (Centre for Dispute Resolution).
- 16.4 The result of such mediation shall, except in the case of manifest error, be final and binding upon Parties.
- 16.5 The Local Authority and NHS England shall use their best endeavours to ensure that the mediation starts within 20 Working Days of nomination of the mediator under Clause 16.3. The mediator's fee shall be paid in proportions as advised by the mediator.
- 16.6 The provisions of this Clause 16 are without prejudice to the rights of the Parties expressed elsewhere in this Agreement and the use of the dispute resolution procedures set out in this Clause 16 shall not delay or take precedence over the provisions for termination.
- 16.7 Notwithstanding any provision in this Agreement to the contrary, a Party may, as a course of action, at any time seek remedies of injunction, or specific performance in relation to any matter arising out of or pursuant to this Agreement.

17 FORCE MAJEURE

- 17.1 Each Party shall give written notice to the other Party as soon as it becomes aware of any Force Majeure event, setting out details of the Force Majeure event, its likely duration and the steps being taken and to be taken by the Parties to minimise the effect of the Force Majeure on the Parties' obligations under the Agreement.
- 17.2 The Parties shall use all reasonable endeavours to mitigate the effects of the Force Majeure event and take appropriate remedial action in order to meet their obligations under the Agreement.
- 17.3 Where an event of Force Majeure continues for a period exceeding 90 calendar days either Party may terminate this Agreement in accordance with Clause 10.1.6.

18 FREEDOM OF INFORMATION AND DATA PROTECTION

- 18.1 The Parties shall be entitled to publish and/or release any and all terms or conditions of this Agreement and/or the contents of any documents and/or

information relating to the formation of this Agreement under the provisions of the Freedom of Information Act 2000 (FOIA) and/or the Data Protection Act 1998 (DPA).

18.2 Each party shall:

18.2.1 Co-operate and supply to the other all necessary information and documentation required in connection with any request received by the other Party under FOIA and the DPA;

18.2.2 Supply all such information and documentation to the other Party within 7 Working Days of receipt of any request at any pre-arranged or agreed costs.

18.3 Should either Party receive a request for information, they shall not publish or otherwise disclose any information contained in this Agreement or in any negotiations leading to it without the other Party's previous written consent unless the Party wishing to disclose information is bound to publish and/or disclose such information under FOIA and/or the DPA.

18.4 The Parties shall comply with the Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (issued under sections 45 and 46 of the FOIA respectively), and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time and any other applicable codes of practice and guidance applicable from time to time to the extent that they apply to the functions of the Parties under the Agreement.

19 CONFIDENTIALITY

19.1 Each Party shall subject to Clause 19.2 treat any information given to it by the other Party marked or referred to as "Commercial – in confidence" (or using such other similar words signifying that they should not be disclosed) confidential and shall not disclose such information to any third party.

19.2 Clause 19.1 shall not apply in the case of disclosures:

19.2.1 pursuant to the order of any court or where requested by any police or regulatory organisation in the United Kingdom; and

19.2.2 where disclosure is pursuant to FOIA, DPA, the Audit Commission Act 1998 or the Environmental Information Regulations 2004.

20 GENERAL

20.1 This Agreement is personal to the Local Authority and it shall not, without the previous written consent of NHS England, assign, transfer or vest, except by the operation of any statutory provision, the benefit of the Agreement to any other person.

20.2 The benefit and/or burden of this Agreement may be assigned or transferred by NHS England to any successor of all or part of their functions, property, rights and liabilities.

20.3 Any notice required to be given by each Party to the other shall be in writing and shall be served by sending the same by registered post or facsimile transmission or by delivering the same by hand (in the case of NHS England addressed to Mr Cameron Ward, Area Director, NHS England, Durham, Darlington and Tees and in the case of the Local Authority, addressed to Mrs Rachael Shimmin, Corporate Director, Children and Adults Services, Durham County Council) to the relevant party's principal address and any notice shall be deemed to have been served:

20.3.1 48 hours after posting if sent by registered post; and

20.3.2 two hours after transmission if a notice is sent by facsimile transmission save that where such deemed time of service is not during normal business hours the notice shall be deemed to have been served at the opening of business on the next Working Day; and

- 20.3.3 immediately on delivery if served by hand.
- 20.3.4 In proving service it will be sufficient to prove:
- 20.3.5 in the case of a delivery by hand that the notice was delivered to or left at the correct address; or
- 20.3.6 in the case of a notice sent by registered post that the letter was properly addressed stamped and posted; or
- 20.3.7 in the case of a facsimile that it was properly addressed and dispatched to the correct number.
- 20.4 Any complaints relating to the performance of the Services by a Qualifying Person or anyone else shall be dealt with in accordance with the Local Authority's complaints procedure, as updated from time to time. Copies of such complaints and responses shall be provided to NHS England on demand.
- 20.5 No failure or delay on the part of NHS England to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be and no waiver by NHS England of any breach of this Agreement shall be effective unless agreed by NHS England and the Local Authority in writing.
- 20.6 The Parties agree that this Agreement shall not be interpreted as constituting a partnership between the Parties nor constitute any agency between the Parties and the Local Authority agrees that it shall not do cause or permit anything to be done which might lead any person to believe otherwise.
- 20.7 This Agreement shall not be construed as an endorsement by NHS England of the Local Authority, its employees, agents or sub-contractors or the Local Authority's activities and the Local Authority agrees that it shall not do cause or permit anything to be done which might lead any person to believe otherwise.
- 20.8 Any termination of this Agreement shall be without prejudice to any rights or remedies of either Party in respect of any antecedent breach of this Agreement.
- 20.9 The termination of this Agreement shall not affect the coming into force or the continuation in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination or expiry. For the avoidance of doubt, Clauses 8, 16, 18 and 19 shall survive expiry or termination of this Agreement.
- 20.10 Unless otherwise stated all sums stated in this Agreement (including but not limited to the Revenue Grant Payments) are inclusive of all applicable Value Added Tax (if any) or of any successor tax.
- 20.11 The Local Authority shall at all times observe and perform all Laws, court orders and bye-laws and all rules, regulations, provisions or conditions thereunder, and the Local Authority shall do and execute or cause to be done and executed all acts required to be done in respect of the project under or by virtue of such Laws, orders, bye-laws, rules, permissions or conditions.
- 20.12 The Local Authority shall, and shall ensure that its employees, agents and sub-contractors shall, at all times act in a way which is compatible with the convention rights within the meaning of Section 1 of the Human Rights Act 1998.
- 20.13 Prior to the issue of any press release about matters relating to this Agreement or making any contact with the press on any issue relating to this Agreement attracting media attention the Area Director, NHS England, Durham, Darlington and Tees and the Corporate Director, Children and Adults Services, Durham County Council (or such persons as they shall each designate) will consult with each other to agree a joint strategy for the release or handling of the issue. The provisions of this clause are subject to any alternative arrangements that the Parties may agree for press relations in particular situations.

- 20.14 The construction, validity and performance of this Agreement shall be governed by the laws of England.
- 20.15 This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which, when so executed and delivered shall be an original.

IN WITNESS WHEREOF the Parties have executed this Agreement as a Deed the day and year first above written:

THE COMMON SEAL of **NHS ENGLAND** was hereunto affixed in the presence of:

.....
Authorised Officer

"EXECUTED as a **DEED** (but not delivered until the date of it) by the affixing of **THE COMMON SEAL OF THE COUNTY COUNCIL OF DURHAM** By Order:

Authorised Sealing Officer
(A permanent Officer of the County Council)"

ANNEX 1

**Memorandum of Agreement
Section 256 transfer**

Reference number: NHS England Gateway Reference 00186

Title of scheme: Funding Transfer from NHS England to support Adult Social Care Services that also have a Health Benefit (the “**Scheme**”)

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

Detailed at appendix 4

2. How will this funding make a positive difference to social care services and outcomes for service users?

Detailed in Annex 3

3. Description of scheme and relationship to Local Delivery Plan (In the case of revenue transfers, please specify the services for which money is being transferred).

Detailed in Annex 3

4. Financial details (and timescales):

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)	Revenue amount	Capital amount
2013/14	£10,101,753	£0

In the case of the capital payments, should a change of use as outlined in directions at paragraph 4(1) (b) occur, both parties agree that the original sum shall be recoverable by way of a legal charge on the Land Register as outlined in directions at paragraph 4(4).

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

The Key Performance Indicators identified in appendix 4

Signed	for NHS England
.....	Position
.....	Date
.....	for Local Authority
.....	Position
.....	Date

ANNEX 2

SECTION 256 ANNUAL VOUCHER

.....
DURHAM COUNTY COUNCIL

PART 1 STATEMENT OF EXPENDITURE FOR THE FINANCIAL YEAR ENDED 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 £
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PART 2 STATEMENT OF COMPLIANCE WITH CONDITIONS OF TRANSFER

I certify that the above expenditure has been incurred in accordance with the conditions, including any cost variations, for each scheme agreed by NHS England in accordance with Directions made by the Secretary of State under section 256 of the National Health Service Act 2006.

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

(Local Authority Chief Financial Officer (Section 151 Appointment), other relevant chief financial officer, or Chairman of voluntary sector organisation, as appropriate (see paragraph 6(2) of Directions).

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 _____

ANNEX 3

DESCRIPTION OF THE SERVICES

SERVICE SPECIFICATION

Scheme	Specification
Eligibility	Supporting the maintenance of current substantial and critical eligibility levels
Reablement	Maintenance and expansion of current reablement provision- this services act as an extension of traditional rehabilitation services, working with individuals to build confidence and skills to ensure they reach their optimum functional potential.
Community Alarms/ Wardens	Maintenance of the current community warden service- providing monitoring and response of those in the community who are isolated or vulnerable this service provides a support system and crisis response.
Intermediate Care	This is funding identified for implementation of the new IC model
Stonham	Supports a wide range of client groups including; young people; MH; LD; substance misuse; offenders; teenage parents; single homeless. Provides practical support to help the client achieve / maintain independent living
Transformational Change	This funding will deliver initiatives that support communities to build resilience and capacity including a community chest grant and implement the transformational change of social care.
Home Equipment Loans Service	Maintenance and expansion of current service including driver fitter and clinical advisor roles- This service provides aids and equipment to allow people to remain at home. It facilitates discharge and prevents admission. The new roles assist requisitioners of equipment to select the most effective solution and enable more efficient installation .
MH Preventative Services	The remodelling of support and recovery services in line with a proposed recovery college model for County Durham. Development of additional step down accommodation to facilitate hospital discharge.
Telecare/Telehealth	Maintenance and expansion of current telecare/telehealth initiatives. These services provide assistive technology options i.e. fall detector, epilepsy sensors, gas shutoff valves which reduce risk and enable people to remain at home and independent for longer.
Tees Valley Housing	Supports teenage parents and parents with LD with practical support including parenting skills, health & wellbeing issues, training & employment, arrears, debts
Creative Support	Supports OP with MH issues with practical support. Will also help clients access social care services if eligible
BID	Supports clients who are deaf with practical support and help the client access social care services if eligible.
Hardship Fund	To support clients who are at risk of disengaging from support and to aid those clients moving on from accommodation based support. Fund can help with training / employment, setting up tenancies, debts, arrears and overcoming health issues
Foundation PPO Mentors	Supports PPO referred through IOM Team. Provides practical support to the client to address health issues, offending issues, housing, budgeting, employment & training, access to children
Richmond Fellowship	Supports clients with MH through the use of IT in the more rural areas of Durham

The Cyrenians	Supports single homeless males providing practical support to help clients achieve / maintain independence including, debt / arrears issues, housing, training & employment, offending behaviour
DISC G&T	Supports Gypsy & Traveller community on registered / unregistered sites. Provides practical support and also helps address health issues, e.g. ensures registered with GP, dentist etc.
Mental Health Matters	Support clients with MH issues, with practical support to help them achieve / maintain independent living. Support areas include MH and may also include housing, budgeting, training & employment, substance misuse, offending behaviour, arrears, income maximisation

The allocation of funds can be varied by written agreement between the Parties, such variation to be reported retrospectively to the Health and Wellbeing Board in the annual performance report.

SERVICE LEVELS

Performance Indicators – Quality & Performance

Durham County Council will be responsible for monitoring quality and performance of individual contracts with providers.

Performance against delivery of the strategy will be monitored via the nominated Officers Group meetings and an annual report produced and presented to the Health and Well Being Board. This report should include progress against plan, the reasons for non-achievement – potential risks to delivery, outcomes achieved and any future recommendations.

The Services shall be carried out by the Local Authority in accordance with:-

- 1) Good Industry Practice;
- 2) the Laws;
- 3) where applicable with the registration and regulatory compliance guidance of the Care Quality Commission (or its successor), and any other appropriate/relevant regulatory body;

ANNEX 4
QUALIFYING PERSONS

Persons residing within the boundaries of Durham County Council.

ANNEX 5

REVENUE GRANT PAYMENTS

The Agreed Costs are:

Eligibility	£4,000,000
Reablement	£2,500,000
Community Alarms/ Wardens	£600,000
Intermediate Care	£525,000
Stonham	£500,000
Transformational Change	£498,225
Home Equipment Loans Service	£400,000
MH Preventative Services	£385,753
Telecare / Telehealth	£200,000
Tees Valley Housing	£140,000
Creative Support	£72,088
BID	£66,850
Hardship Fund	£60,000
Foundation PPO Mentors	£48,132
Richmond Fellowship	£30,246
The Cyrenians	£30,000
DISC G&T	£28,746
Mental Health Matters	£16,712
Total Transfer	£10,101,752

ANNEX 6

NOMINATED OFFICERS AND PERFORMANCE MEETING SCHEDULE

Nominated Officers including representatives from each of the organisations below:
NHS England
Durham County Council
Durham, Dales, Easington and Sedgefield Clinical Commissioning Group
North Durham Clinical Commissioning Group

Meeting Schedule (Dates to be confirmed)
September 2013
December 2013
March 2014
June 2014
September 2014
December 2014

ANNEX 7

TERMS OF REFERENCE OF THE NOMINATED OFFICERS

To be developed

ANNEX 8

REPORTING AND INFORMATION REQUIREMENT OF THE NOMINATED OFFICERS

- NHS England make it a condition of the transfer that Local Authority demonstrates how the funding transfer makes a positive difference to social care service, and outcomes for service users, compared to service plans in the absence of the funding transfer.
- NHS England require that expenditure plans and monitoring reports are categorised into the following service areas:

Analysis of the adult social care funding in 2013-14 for transfer to local authorities	
<i>Service Areas- 'Purchase of social care'</i>	<i>Subjective code</i>
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	

- NHS England make it a condition of the transfer that it has access to timely information (routine monthly performance reports within four weeks of month end plus access to ad-hoc information as requested) on how the funding is being used against the agreed programme of expenditure and the outcomes against the plan, in order to assure itself that the conditions for each funding transfer are being met.

Appendix 4

Social Care Fund Initiatives 2013/14

The initiatives detailed below, with the exception of Transformational change, Intermediate Care and Eligibility, represent additional activity to core contracted services. This additionality has been funded via non recurrent social care funds (s.256) since 2009/10. Withdrawal of this funding would necessitate shrinking back to core contract delivery.

The Intermediate Care element represents the new funding required to facilitate the remodelling planned for short term intervention provision.

Durham currently provide services to individuals assessed to have a substantial or critical need. In light of the severe financial pressure being felt by local authorities consideration of lifting this to critical only would be required if the identified financial support was withdrawn; affecting 3200 service users.

Initiative	Subjective Code	Short Description	Cost	KPIs	Impact on Health
Eligibility	52131018	Supporting the maintenance of current substantial and critical eligibility levels	£4,000,000	Eligibility remains at current levels	There are currently c3200 people assessed as having substantial needs. If eligibility raised a large % would experience health deterioration and require health interventions
Reablement	52131019	Maintenance and expansion of current reablement provision- this services act as an extension of traditional rehabilitation services, working with individuals to build confidence and skills to ensure they reach their optimum functional potential.	£2,500,000	Percentage of people who have no ongoing care needs following completion of provision of a reablement package; Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement/ rehabilitation services	These services support the intermediate care function and increase confidence and independence reducing use of health& social care services and improving wellbeing

Community Alarms/ Wardens	52131017	Maintenance of the current community warden service-providing monitoring and response of those in the community who are isolated or vulnerable this service provides a support system and crisis response.	£600,000	Number of people in receipt of community alarms	Reduction in this service will see a shunt onto health services particularly through increased GP and community services activity.
Intermediate Care	52131020/52131021	This is funding identified for implementation of the new IC model	£525,000	Emergency readmissions within 30 days of discharge from hospital; Delayed transfers of care from hospital per 100,000 population; Adults aged 65+ per 100,000 population admitted on a permanent basis in the year to residential or nursing care	Inability to implement IC changes and continued pressure on acute services and CCG budgets
Stonham	52131023	Supports a wide range of client groups including; young people; MH; LD; substance misuse; offenders; teenage parents; single homeless. Provides practical support to help the client achieve / maintain independent living	£500,000	No. of referrals; No. of clients with an identified need; No. of clients with their needs met.	Address's general and specific health issues of clients through direct support, sign posting / referring to specific services.
Transformational Change	52131023	This funding will deliver initiatives that support communities to build resilience and capacity including a community chest grant and implement the transformational change of social care.	£498,225	Reduction in social care assessments; Increased volunteering opportunities.	This asset based approach and community capacity building will not only impact on social care referrals but also the health economy

Home Equipment Loans Service	52131015	Maintenance and expansion of current service including driver fitter and clinical advisor roles- This service provides aids and equipment to allow people to remain at home. It facilitates discharge and prevents admission. The new roles assist requisitioners of equipment to select the most effective solution and enable more efficient installation .	£400,000	% of items delivered within 7 days of receipt of requisition- stock-specials. Target 97%	Reduction in the council's ability to provide equipment would see a direct impact on hospital admission rates and discharge delays., as well as long term care.
MH Preventative Services	52131022	The remodelling of support and recovery services in line with a proposed recovery college model for County Durham. Development of additional step down accommodation to facilitate hospital discharge.	£385,753	Number of referrals in the period to Support and Recovery; Number of clients in receipt of Support and Recovery services; Percentage of discharges from Support and Recovery with a positive outcome	These services impact on hospital discharge and crisis support for those people with MH problems.
Telecare/Telehealth	52131016	Maintenance and expansion of current telecare/telehealth initiatives. These services provide assistive technology options i.e. fall detector, epilepsy sensors, gas shutoff valves which reduce risk and enable people to remain at home and independent for longer.	£200,000	Number of people in receipt of telecare	Withdrawal of current equipment would put clients at risk of falls, long lie, injury or fatality from fire etc. Use of telecare also reduces carer stress.

Tees Valley Housing	52131023	Supports teenage parents and parents with LD with practical support including parenting skills, health & wellbeing issues, training & employment, arrears, debts	£140,000	No. of referrals; No. of clients with an identified need; No. of clients with their needs met.	Address's general and specific health issues of clients through direct support, sign posting / referring to specific services. Reduction in this service would see increase primary & community care activity
Creative Support	52131022	Supports OP with MH issues with practical support. Will also help clients access social care services if eligible	£72,088	No. of referrals; No. of clients with an identified need; No. of clients with their needs met.	Reduction in this service would result in an increase activity for primary care and community mental health services
BID	52131023	Supports clients who are deaf with practical support and help the client access social care services if eligible.	£66,850	Service reports on Every Child Matters Outcomes; Be Healthy; Stay Safe; Enjoy & Achieve; Make a Positive Contribution; Achieve Economic well-being; No. of referrals; No. of clients with an identified need; No. of clients with their needs met.	This service supports deaf people reducing their need to access primary and community care for support

Hardship Fund	52131023	To support clients who are at risk of disengaging from support and to aid those clients moving on from accommodation based support. Fund can help with training / employment, setting up tenancies, debts, arrears and overcoming health issues	£60,000	No. of clients supported to address health issues.	Address's general and specific health issues of clients through direct support, sign posting / referring to specific services.
Foundation PPO Mentors	52131023	Supports PPO referred through IOM Team. Provides practical support to the client to address health issues, offending issues, housing, budgeting, employment & training, access to children	£48,132	Service contributes to reducing reoffending figures monitored by the IOM Team; No. of referrals; No. of clients with an identified need; No. of clients with their needs met.	Address's general and specific health issues of clients through direct support, sign posting / referring to specific services.
Richmond Fellowship	52131022	Supports clients with MH through the use of IT in the more rural areas of Durham	£30,246	No. of referrals; No. of clients with an identified need; No. of clients with their needs met.	Address's general and specific health issues of clients through direct support, sign posting / referring to specific services.
The Cyrenians	52131023	Supports single homeless males providing practical support to help clients achieve / maintain independence including, debt / arrears issues, housing, training & employment, offending behaviour	£30,000	No. of referrals; No. of clients with an identified need; No. of clients with their needs met.	The support this service provides reduces risky behaviours and the associated health problems, thereby reducing the activity for primary and community care services

<p>DISC G&T</p>	<p>52131023</p>	<p>Supports Gypsy & Traveller community on registered / unregistered sites. Provides practical support and also helps address health issues, e.g. ensures registered with GP, dentist etc.</p>	<p>£28,746</p>	<p>No. of referrals; No. of clients with an identified need; No. of clients with their needs met.</p>	<p>Address's general and specific health issues of clients through direct support, sign posting / referring to specific services. Reduction in this service would see increased health issues and activity for primary and acute services</p>
<p>Mental Health Matters</p>	<p>52131022</p>	<p>Support clients with MH issues, with practical support to help them achieve / maintain independent living. Support areas include MH and may also include housing, budgeting, training & employment, substance misuse, offending behaviour, arrears, income maximisation</p>	<p>£16,712</p>	<p>No. of referrals; No. of clients with an identified need; No. of clients with their needs met.</p>	<p>Reduction in this service would result in increased activity for primary care and community mental health services</p>