

**MEMORANDUM OF UNDERSTANDING  
FOR  
TRANSFERRAL OF SOCIAL CARE MONIES**

Between

**Oxfordshire County Council**  
**(“the Council”)**

- and -

**NHS England**  
**(“the NHS”)**

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Giving effect to a transfer of monies from NHS England to Oxfordshire County Council pursuant to Section 256 of the 2006 NHS Act

in respect of the period 01/04/2013 to 31/03/2014 and subsequent years  
subject to continuation of funding

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<b>This Agreement is made on</b>	
<b>Between:</b>	
1.	<b>Oxfordshire County Council</b> of County Hall, New Road, Oxford, OX1 1ND
2.	<b>NHS England</b> of Jubilee House, 5510 John Smith Drive, Oxford Business Park South, Cowley, Oxford, OX4 2LH
together referred to as <b>“the Parties”</b>	
<b>Section A: Background and Principles</b>	
3.	The purpose of this Agreement is to provide a framework within which the Parties will enable transfers of revenue funding pursuant to Section 256 of the 2006 NHS Act
4.	<p>On 19<sup>th</sup> December 2012, the Department of Health wrote to the NHS Commissioning Board (DH Gateway reference 18568) setting out the allocations and details of the Funding Transfer from NHS to Social Care 2013-14.</p> <p>This agreement shows how the money is being used, the outcomes expected and the agreed monitoring arrangements. It also covers the transfer of the funds and their use.</p>
5.	<p>This is the third year of a transfer of funds. In the 2011-12 Operating Framework, the Department of Health set out that PCTs would receive allocations totalling £648m in 2011-12 and £622m in 2012-13 to support adult social care. This funding was in addition to the funding for reablement services that was incorporated within recurrent PCT allocations of £150m in 2011-12 rising to £300m from 2012-13. Previously the funding transfer was carried out by PCTs but from 2013-14 this will be done by the NHS Commissioning Board. The national figure for 2013-14 is £859m.</p> <p>The NHS will need to transfer this funding to local authorities to invest in social care services to benefit health, and to improve overall health gain. Transfers will need to be made via an agreement under Section 256 of the 2006 NHS Act.</p>
6.	The Clinical Commissioning Board (CCG) is satisfied that the use of this funding is consistent with their strategic plans and offers a more efficient use of the funds than if the funds were used for solely NHS purposes, in line with the criteria under the Act.
<b>Section B: Purpose of this Memorandum of Understanding</b>	
7.	This Memorandum of Understanding gives effect to those arrangements for Oxfordshire. Through the use of these monies the Parties intend to secure more efficient and effective provision of services across the health and social

	care interface as outlined in Part 2 of Schedule 1.
8.	The Memorandum of Understanding governs the transfer, monitoring and governance arrangements for the monies and the projects associated with delivering the objectives.
<b>Section C: Terms of Agreement – The sums of money</b>	
9.	The NHS shall transfer the sums as set out in Part 1 of Schedule 1 (“ <b>the Transfer</b> ”). If this subsequently changes, the memorandum must be amended and re-signed, as a variation to the original.
<b>Section D: Terms of Agreement – The uses of money</b>	
10.	<p>The Council will utilise the Transfer for the purpose of commissioning the services set out in Part 2 of Schedule 1 (“<b>the Plan</b>”) or for such variations or additional services as shall be agreed by the Older Peoples and Physical Disabilities Joint Management Group set up under section 75 of the 2006 NHS Act (“<b>the JMG</b>”).</p> <p>The funding is targeted towards Health &amp; Wellbeing Outcomes identified in the Joint Strategic Needs Assessment and applied to services identified within Priority 6 of the Joint Health and Wellbeing Strategy 2012-2016 and the Older People’s Joint Commissioning Strategy 2013-2016. Progress towards Service objectives will be monitored through the Outcomes reporting to Health &amp; Wellbeing Board, Adult Health and Social Care Partnership Board and through the performance reports presented to the Older People’s Joint Management Group on a bi-monthly basis.</p>
<b>Section E: Terms of Agreement – Governance, Reporting and Monitoring</b>	
11.	The Parties, together with the CCG, shall agree Key Performance Indicators in order to achieve the outcomes set out in the Plan. These will be aligned to the performance measures in the Joint Health and Wellbeing Strategy 2012-2016 and Older People’s Joint Commissioning Strategy 2013-2016.
12.	A monitoring report detailing activity and Year to Date spend against plan together with the agreed Key Performance Indicators will be presented for discussion at the Joint Management Groups as part of the wider Performance report.
13.	<p>The Council shall appoint an officer (“<b>the Manager</b>”) to be responsible for financial scrutiny and monitoring and regular reporting to the Council and the Trust on spend under this Agreement.</p> <p>The Manager will also be responsible for:</p> <ol style="list-style-type: none"> <li>a) Managing the payment</li> <li>b) Submitting bi-monthly monitoring reports to the JMG</li> <li>c) Generally managing and providing the services</li> <li>d) Providing an annual voucher in accordance with the Directions by the</li> </ol>

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

14.	This Agreement shall be effective from 1 April 2013 until 31 March 2014.
15.	This Agreement may be reviewed by the Council and NHS England/CCG at any time and varied with the written agreement of the Parties.
16.	There will be no interest paid in the event of late payment.
17.	Any rights of any third party to enforce all or part of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.
18.	Any dispute or difference arising from this Agreement shall be referred to a mediation process and the mediator shall be appointed by agreement between the Council and NHS England/CCG. If after 21 days no agreement on the mediator is reached, the mediator shall be appointed by the Department of Health.

**Section G: Signatures**

<p>The Common Seal of Oxfordshire Council was affixed in the presence of:</p>          <p>Authorised Signatory</p> <p>Signed: .....</p>	<p>The Common Seal of NHS England was affixed in the presence of:</p>          <p>Authorised Signatory:</p> <p>Signed: .....</p>
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## Schedule 1 – The Services

### Part 1 – The Transfer

Year	Description	Amount	Date of Payment
13/14	Support for Social Services money (nationally £859m) <ul style="list-style-type: none"> <li>• NHS England</li> </ul>	£8,201,856	By 31 <sup>st</sup> March 2014

### Part 2 – The Plan

Table 1: Application of Funding and Outcomes expected

Allocation Agreed in 13-14	£'000	Expected Outcomes
Alert Service	300	Alert Service - the provision of personal alarms and other forms of telecare to support people to live independently at home. This funding will be used to maintain the number of people receiving an alert 4,067 (as at 31 March 2013).
Care Homes	1,882	Maintaining the number of care home placements made at an average of at least 7 per week
Home Support	2,470	Maintaining the number of additional care home support hours per week to be purchased at 324 hours per week
Equipment	750	Community Equipment Provision - maintain the level of community equipment provision at £2.3m compared with the original budget of £1.6m
Crisis Response	500	<p>Crisis Response provides a rapid response domiciliary care service to help people who are in urgent need of care and support, and who are:</p> <ul style="list-style-type: none"> <li>• Genuinely in crisis</li> <li>• At risk of admission to hospital or a care home, or in a situation which poses a serious threat to their safety, health or wellbeing, and</li> <li>• Need an <u>immediate</u> social care response within 4 hours</li> </ul> <p>The Service has helped those whose crisis has been caused by an incident that happened to the client or the person who usually cares for them, or to support people when another part of the social care system is unable to.</p> <p>In 2012/13, 606 clients received Crisis response, with 80% supported to remain at home following the service thus avoiding 485 potential hospital</p>

		admissions. The contact for 2013/14 allows for 2,028 clients to be supported by the Crisis Response Service. The service costs £617,000pa and the County Council funds the shortfall.
Protection against Service reductions	2,300	This allocation protects Adult Social Care services from being reduced due to the financial pressures of the Local Authority (see section 3.3c of the National Health Service Commissioning Board (Payments to Local Authorities) Directions 2013
Total	8,202	

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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 28A of the NHS Act 1977 as substituted by Section 1 of the Health and Social Services Adjudication Act 1983 and amended by section 29 of the Health Act 1999.

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 Direction)

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