

**Health and Wellbeing Board
November 2013**

**Funding Transfer from NHS England to Warwickshire
County Council 2013/14**

Recommendations -

That the Health and Wellbeing Board approves the proposed use of this money and approves the Section 256 Agreement set out in Appendix 1.

1 Introduction

- 1.1 In 2011/12 the Department of Health began to transfer significant sums of money into social care services in order to benefit health. This money was passed through Primary Care Trusts until 2012/13. In 2013/14 the transfer is being made directly from NHS England and administrated by the NHS England Area Team.
- 1.2 The total amount to transfer nationally in 2013/14 is £859m, of which the figure for Warwickshire is £8m. The adult social care relative needs formula was used to distribute the funding across local authorities.
- 1.3 Payments have to be made via a “Section 256” agreement between NHS England and Warwickshire County Council (Section 256 refers to the part of the 2006 NHS Act which gives health authorities the power to transfer money to local authorities).
- 1.4 NHS England has set out that it requires local Health and Wellbeing Board approval for spending proposals, outcomes, and monitoring arrangements in order to transfer the money.
- 1.5 This report sets out the proposed use of the transfer for 2013/14 and explains how the proposed use meets the criteria set out.
- 1.6 This report does not consider or make recommendations on any other funds and is not to be confused with the £300m fund relating to reablement, or the £130m fund relating to carers breaks.
- 1.7 This report and the associated Section 256 agreement only relate to 2013/14. Any decisions about future funding in 2014/15 or beyond will be the subject of separate reports and decisions.

2 The Purpose of The Transfer

2.1 The following criteria are specified by the Department of Health:

- The funding must be spent on adult social care services that benefit health.
- The local authority must secure agreement with local health partners as to how the funding is best used and the outcomes expected from the investment.
- The proposals must have regard to the local Joint Strategic Needs Assessment and to the existing commissioning plans for local social care and health services.
- The local authority must demonstrate how the funding will make a positive difference to services and outcomes compared to what would have happened in the absence of the transfer.
- The funding can be used to support existing spending, to prevent reductions in spending that would otherwise occur due to budget pressures, or to support new spending.
- It is expected that this transfer will also cover any costs to local authorities arising in 2013/14 as a result of the Caring for Our Future White Paper (with the exception of Guaranteed Income Payments disregard which is funded separately).

3 Spending Proposals

3.1 The table below sets out the spending proposals and associated outputs.

Service	£'000	Outputs
Reablement	4,348	Number of episodes of reablement provided (approximately 2,300)
Respite Care	1,600	Number of bed days provided (approximately 5,300)
Telecare	150	Number of service users supported (approximately 500)
Integrated Community Equipment Services	1,400	Number of items of equipment issued (approximately 17,000)
Dementia Care	500	Hours of homecare provided (approximately 34,000)
Total	7,998	

3.2 The funding is provided as a single figure for Warwickshire, which is a legacy of the previous Primary Care Trust health structure. Other local

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health funding is now split between Clinical Commissioning Group (CCG) areas. The table below sets out how the funding would notionally be split by CCG.

Clinical Commissioning Group	% of County	£ Notional Apportionment of Transfer £'000
North	33%	2,639
Coventry and Rugby (Rugby element only)	18%	1,440
South	49%	3,919
Total	100%	7,998

3.3 Spending on social care services is guided by the application of FACS criteria which ensures consistency of support across the county. This means that spending on social care across the county may not be in direct proportion to how the health funding formula would apportion it. It is therefore not proposed to make the spending in each area match these figures but it is proposed that how the spending does happen across the county is monitored and that this pattern is then reported and understood to help to inform future commissioning activity.

4 Outcomes

4.1 The high level outcomes for customers of social care and health services are summarised in the table below:

Outcomes	
People are independent	<p>People, including those who are vulnerable, are able to live independently and in their own homes.</p> <p>When people develop are needs are able to recover their health and independence quickly.</p>
People enjoy life	<p>Carers of vulnerable people can balance their caring roles and maintain their desired quality of life.</p>
People are cared for	<p>People with care needs have security, stability and are cared for in a positive and safe environment which is appropriate to their individual needs.</p> <p>People with care needs are treated with dignity, respect and sensitivity to their individual circumstances.</p>

People can access the right services:	People have choice and control in the services they access.
...at the right time	Services respond in a timely manner to assess and support people to regain, retain and maintain independence as soon as possible. People have the support they are entitled to, when they need it.

- 4.2 The transfer specifically relates to services around the boundaries of health and social care. To this end the following more specific areas are relevant.
- Minimising delayed discharges from hospital.
 - Minimising inappropriate admissions to hospital, residential care, and nursing care.
 - Minimising inappropriate discharges from and readmissions to hospital.
- 4.3 The following specific outcome indicators are proposed to reflect this:
- Proportion of older people (65+) who are still at home 91 days following discharge from hospital.
 - Delayed discharges from hospital.

5 Monitoring Arrangements

- 5.1 It is proposed to monitor the activity outputs and outcomes listed in Section 3.1 and 4.3 above on a quarterly basis via the Joint Adults Commissioning Board.
- 5.2 Local authority and health services will monitor and manage a greater number of measures and indicators than these and review them more frequently and in more detail. However, the intention of this agreement is to set out the high level measures of activity that relate to the transfer, rather than to detail all of the measures that may be used.

6 Links to JSNA and Current Commissioning Plans

- 6.1 The priorities set out within the current joint strategic needs assessment include reference to long-term conditions, mental well-being, dementia, and ageing and frailty. The commissioning intentions of the local authority and health services are guided by the joint strategic needs assessment.

- 6.2 Long term conditions: around one in three adults live with at least one long-term condition, driven in part by an ageing population, and in part by unhealthy lifestyle choices.
- 6.3 Mental well-being: over 10% of adults living in Warwickshire live with common mental health problems.
- 6.4 Dementia: there are over 3000 patients on Warwickshire GPs disease register for dementia. However, data suggests that only 43% of people in Warwickshire with dementia have been formally diagnosed.
- 6.5 Ageing and frailty: the largest underlying causes of death for the three years from 2008 to 2010 are cancers and cardiovascular diseases each of which account for nearly 30% of all deaths across the County. During the same period, 39% of deaths occurred either at home or in care homes whereas 55% were in hospitals.
- 6.6 The customers being supported by this expenditure will in large part be living with long-term conditions, mental health conditions, dementia, and ageing and frailty related conditions.

7 Recommendations

- 7.1 That the Health and Wellbeing Board approves the proposed use of this money and approves the Section 256 Agreement set out in Appendix 1.

November 2013

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Commissioning Group

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Section 256 2013/14 Social Care Transfer Version 1

DATED November 2013

NHS England (1)

and

Warwickshire County Council (2)

Agreement

Section 256 Revenue Grant

(In duplicate)

THIS AGREEMENT is made on November 2013
BETWEEN:

- (1) **NHS England** of Quarry House, Leeds, LS2 7UE, or any successor body, or other NHS Organisation;
- (2) **THE WARWICKSHIRE COUNTY COUNCIL** of Shire Hall, Warwick CV34 4RR (“**the Council**”).

RECITALS

- (A) The Council is the local Social Services Authority within the meaning of the Local Authority Social Services Act 1970
- (B) NHS England is empowered by Section 256 of the 2006 Act to make payments to the Council as local Social Services Authority towards expenditure incurred or to be incurred by it in connection with any social services functions (within the meaning of the Local Authority Social Services Act 1970), other than functions under section 3 of the Disabled Persons (Employment) Act 1958
- (C) NHS England has agreed to make payments to the Council towards expenditure incurred by it in commissioning and/or providing social care services.
- (D) The Council has agreed to accept such payments and will use them to commission and/or provide social care services.

1. Definitions

1.1 The following expressions shall where the context so admits have the following meanings:

“**Agreement**” means this Agreement;

“**Annual Voucher**” means a document to be prepared by the Council and submitted to the PCT to show the correct use of the Revenue Grant in any Financial Year, in the form as set out in Schedule 3;

“**Council**” means Warwickshire County Council;

“**Financial Year**” means the 12 month period from 1 April of any year to the following 31 March of the next year;

“**Revenue Grant**” means the following sum to be paid to the Council. pursuant to this Agreement. Payment profiles are set out in Schedule 2:

Financial Year	2013/14
Amount	£7,997,949

“**Social Care Services**” means services provided under the enactments listed in the Local Authority Social Services Act 1970), other than functions under section 3 of the Disabled Persons (Employment) Act 1958

2 Interpretation

- 2.1 Obligations undertaken or to be undertaken pursuant to this agreement by more than a single person shall be made and undertaken jointly and severally.
- 2.2 References to any statute or statutory provision in this agreement shall be deemed to refer to any modification or re-enactment thereof for the time being in force whether by statute or directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council or the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Agreement.
- 2.4 References in this Agreement to any clause or sub-clause or schedule without further designation shall be construed as a reference to the clause or sub-clause of or schedule to this Agreement so numbered.

3 Purpose of Transfer

- 3.1 It has been agreed between the parties how the Revenue Grant will be spent, and this is set out in Schedule 1.
- 3.2 The key joint strategic aims underpinning the agreement are focussed around (1) principles of rehabilitation, recovery & reablement; (2) the development of joint pathways to ensure care support networks can respond to a customers needs, regardless of their capacity or complexity; and (3) providing a seamless journey for the customer through the assessment and support process.
- 3.3 The following statements set out these aims more specifically...
 - 3.3.1 To rehabilitate to the optimum so that patients return to the level of independence they had before becoming unwell.
 - 3.3.2 To prevent inappropriate secondary care admission and to facilitate timely secondary care discharge

- 3.3.3 To prevent inappropriate admissions to nursing and residential care so that patients do not become unnecessarily institutionalised and are given every opportunity to regain their independence and return to their original place of residence.
- 3.3.4 To reduce impairments attributable to long term conditions
- 3.3.5 To be inclusive in nature and reflect equality requirements by allowing all people who would benefit from access to receive services including people with a learning difficulty, mental health need, and physical impairment
- 3.3.6 To promote social inclusion where appropriate
- 3.3.7 To allow the development of patient capability in self directing their care and self-managing their conditions
- 3.3.8 To allow patients to end their lives in the place of their choice

4 Revenue Grant

- 4.1 NHS England will pay the Revenue Grant to the Council in accordance with payment schedule set out at Schedule 2.
- 4.2 The Revenue Grant is to be expended on or reserved for planned expenditure on Adult Social Care Services and for no other purpose.
- 4.3 Any Revenue Grant not committed or spent by the 31st March 2014 will after that date be under the sole control of the Council to determine its use within the spirit of the original purpose of the transfer.
- 4.4 The Council shall submit to the PCT an Annual Voucher in the form set out in Schedule 3.

5 Commencement

- 5.1 This Agreement shall come into force on the 1st April 2013 and will continue until the 31st March 2014.

6 Warranty

- 6.1 The Council and NHS England both warrant that they have the power to enter into this Agreement.

7 Law

- 7.1 The construction validity and performance of this Agreement shall be governed by the laws of England and Wales.

8 Dispute Resolution

- 8.1 If any dispute or difference ("the Dispute") arises out of or in connection with this Agreement the parties shall use their best endeavours to reach agreement promptly and amicably.
- 8.2 Any dispute or disagreement which arises out of or in connection with this Agreement shall be referred to an appropriate manager by each of the parties who shall within 28 days of the dispute or difference arising attempt to resolve the same.
- 8.3 To the extent that the dispute or difference is not resolved by the managers referred to in clause 8.2 it shall be referred within 28 days after their consideration to the Strategic Director (People Group) of the Council and the Chief Executive of the Local Area Team who shall seek to resolve the same.
- 8.4 If agreement cannot be reached within 28 days of a referral to the officers referred to in clause 8.3 the Parties may seek mediation from a panel comprising members of the NHS England (or an equivalent authority), the Government Offices for the Region, and ADASS.

Schedule 1

The financial breakdown of the Revenue Grant is as follows:

Service	£'000	NHS England Subjective Description	NHS England Subjective Code
Reablement	4,348	Re-ablement services	52131019
Residential Respite Care	1,600	Bed-based intermediate care services	52131020
Telecare	150	Telecare	52131016
Integrated Community Equipment Services	1,400	Community equipment and adaptations	52131015
Dementia Care	500	Other social care (please specify)	52131024
Total	7,998		

Schedule 2

Schedule of Payments

The Revenue Grant will be paid in one instalment of £7,997,949 paid by the end of December 2013.

Schedule 3

Annual Voucher

THE WARWICKSHIRE COUNTY COUNCIL

PART 1 STATEMENT OF GRANT EXPENDITURE FOR THE YEAR 1 April 2012 to 31 MARCH 2013

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

Scheme Ref No.	Revenue
Total and Title of Expenditure	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 NHS England in accordance with the Directions made by the Secretary of State under Section 256 of the NHS Act 2006 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

Review by NHS England

I/We have examined the entries in this form and the related accounts and records of the WARWICKSHIRE COUNTY COUNCIL and have carried out such tests as I/we consider necessary and I/we have obtained such explanations as I/we consider necessary.

I am/We are of the opinion that:

- the entries are fairly stated
- the expenditure has been properly incurred in accordance with the Memorandum of Agreement signed by the Trust

Auditor Date

The Common Seal of **WARWICKSHIRE PRIMARY CARE TRUST**
was affixed in the presence of:

Name

Signature

The Common Seal of **WARWICKSHIRE COUNTY COUNCIL**
Was affixed in the presence of:

Name

Signature