Dated 2011

Memorandum of Understanding
NHS North West London Integrated Care Pilot
<table>
<thead>
<tr>
<th>Clause heading and number</th>
<th>Page number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DEFINITIONS</td>
<td>2</td>
</tr>
<tr>
<td>2. DURATION</td>
<td>2</td>
</tr>
<tr>
<td>3. FUNDS ALLOCATED TO ICP</td>
<td>2</td>
</tr>
<tr>
<td>4. DISTRIBUTION TO IMB</td>
<td>3</td>
</tr>
<tr>
<td>5. ALLOCATION OF INFRASTRUCTURE FUNDS</td>
<td>3</td>
</tr>
<tr>
<td>6. ALLOCATION OF OUT OF HOSPITAL FUNDS</td>
<td>4</td>
</tr>
<tr>
<td>7. ALLOCATION OF REINVESTMENT FUNDS</td>
<td>5</td>
</tr>
<tr>
<td>8. OBLIGATIONS OF THE ICP PARTNERS</td>
<td>6</td>
</tr>
<tr>
<td>9. ACCOUNTABILITY FRAMEWORK</td>
<td>6</td>
</tr>
<tr>
<td>10. INTELLECTUAL PROPERTY IN THE SOFTWARE</td>
<td>6</td>
</tr>
<tr>
<td>11. DISPUTE RESOLUTION</td>
<td>6</td>
</tr>
<tr>
<td>12. TERMINATION</td>
<td>7</td>
</tr>
<tr>
<td>13. COUNTERPARTS</td>
<td>7</td>
</tr>
<tr>
<td>14. VARIATIONS AND AMENDMENTS</td>
<td>7</td>
</tr>
<tr>
<td>15. ENTIRE AGREEMENT</td>
<td>7</td>
</tr>
<tr>
<td>16. NOTICIES</td>
<td>7</td>
</tr>
<tr>
<td>SCHEDULE 1</td>
<td>9</td>
</tr>
<tr>
<td>PARTIES AND SIGNATURES</td>
<td>9</td>
</tr>
<tr>
<td>SCHEDULE 2</td>
<td>13</td>
</tr>
<tr>
<td>FORM OF TRUST DEED</td>
<td>13</td>
</tr>
<tr>
<td>SCHEDULE 3</td>
<td>18</td>
</tr>
<tr>
<td>FORM OF MEMORANDUM OF AGREEMENT FOR TRANSFERS OF FUNDS TO LOCAL AUTHORITY PROVIDERS</td>
<td>18</td>
</tr>
</tbody>
</table>
THIS MEMORANDUM OF UNDERSTANDING is made the ..... day of ......................................... 2011

BETWEEN:

1. The following Primary Care Trusts within NHS North West London:
   - Ealing Primary Care Trust, 1 Armstrong Way, Southall, Middlesex, UB2 4SA;
   - Hammersmith and Fulham Primary Care Trust, 4th floor, Hammersmith Town Hall Extension, London, W6 9JU;
   - Hounslow Primary Care Trust, NHS Hounslow Headquarters, Sovereign Court, 15 -21 Staines Road, Hounslow, Middlesex, TW3 3HR;
   - Kensington and Chelsea Primary Care Trust, Exmoor St, Ladbroke Grove, London W10 6DZ; and
   - Westminster Primary Care Trust, 15 Marylebone Road, London NW1 5JD.
   (together, the “Commissioners”); and

2. Each ICP Partner to the Establishment Agreement, as defined more particularly below (the “ICP Partners”).

BACKGROUND:

(A) The Commissioners are the Primary Care Trusts responsible for the provision of primary care within their respective designated geographical areas in accordance with the 2006 Act and other legislation.

(B) Primary Care Trusts have a number of duties, powers and functions in this connection. Primary Care Trusts may, variously:

   (B1) in addition to other powers conferred upon it, make such arrangements for the provision of primary care services as it considers appropriate and may, in particular, make contractual arrangements with any person by virtue of section 83;

   (B2) enter into general medical services contracts by virtue of section 86 et seq and in accordance with relevant regulations and directions;

   (B3) enter into agreements under which primary medical services are provided by virtue of section 92 et seq and in accordance with relevant regulations and directions;

   (B4) provide assistance or support to any person providing primary medical services under a general medical services contract or in accordance with section 92 arrangements by virtue of section 96;

   (B5) make payments to a local authority towards expenditure incurred or to be incurred in connection with the authority’s functions which, in the opinion of the Primary Care Trust, have an effect on the health of any individuals; have an effect on or are affected by any NHS functions; or are connected with any NHS functions by virtue of section 256(3) and in accordance with relevant directions; and

   (B6) do anything which appears to be necessary or expedient for the purposes of or in connection with its functions, including the disposal of property (which includes funds) and entering into contracts by virtue of paragraph 14 of Schedule 4.

(C) All ICP Partners exercise functions, whether conferred by statute, agreement or otherwise, in connection with the care of Diabetes patients and/or the Elderly.
(D) Section 72 of the 2006 Act requires health bodies to co-operate with each other in exercising their functions and section 82 of that Act requires health bodies and local authorities to co-operate to secure and advance the health and welfare of people in England and Wales.

(E) National Health Service Trusts may accept gifts of property (which includes funds) to be held on trust for any purpose relating to the health service pursuant to paragraph 14(2)(c) of Schedule 4 to the 2006 Act.

(F) The ICP Partners and the Commissioners wish to participate in the ICP, a pilot of co-ordinated delivery of care for Diabetes patients and the Elderly commissioned within the area of NHS North West London. The aims of the ICP are to improve quality of patient care, create a richer professional experience and ensure the most efficient use of NHS funds.

(G) A Business Case has been developed and considered by each ICP Partner and the Commissioners in respect of the ICP.

(H) The ICP Partners have entered into an establishment agreement dated on or around the date of this MOU, setting up the IMB and establishing the conditions on which each ICP Partner participates in the ICP (the “Establishment Agreement”).

AGREED TERMS:

1. DEFINITIONS

1.1 In this Agreement unless otherwise stated capitalised terms defined in the Establishment Agreement have the same meaning as given in the Establishment Agreement. Unless the context otherwise requires the following words and expressions shall have the following meanings:

"Baseline" means the emergency admissions and readmissions Outturn for the 2010/2011 financial year plus Growth in respect of the Acute Providers participating in one or more MDG;

"Growth" means the designated percentage variously agreed in service level agreements between the Commissioners, or any of them, and the Acute Providers in relation to an assumed increase in annual Outturn; and

"Outturn" means the number of emergency admissions and readmissions for the treatment of Diabetes and/or the Elderly for each of the Acute Providers participating in one or more MDG.

2. DURATION

2.1 This MOU will take effect on the Commencement Date and continue until terminated in accordance with clause 12.

3. FUNDS ALLOCATED TO ICP

3.1 The Commissioners have the following funds available to allocate to the ICP:

3.1.1 £1,800,000 for setting up the ICP and connected administrative costs (“Infrastructure Funds”);
3.1.2 out-of-hospital resources ("Out Of Hospital Funds"), the amount of which shall be calculated by allocating £40 for each patient with Diabetes treated by a GP Provider and £80 for each Elderly patient treated by a GP Provider. Where a patient is both Diabetic and Elderly, £80 shall be allocated in respect of that patient; and

3.1.3 if certain levels of financial savings are achieved, additional funds may become available to be distributed to MDGs ("Reinvestment Funds").

(together, the “ICP Funds”).

4. DISTRIBUTION TO IMB

4.1 The IMB is not a legal entity and so cannot hold funds. Therefore the Commissioners will provide ICP Funds to CLCH with the intention of creating a trust. Each transfer of ICP Funds from a Commissioner to CLCH will be recorded by trust deed in the form set out in Schedule 2.

4.2 CLCH will hold ICP Funds on trust for each of the ICP Partners (other than Third Sector Representatives) and will deal with the ICP Funds only in accordance with instructions given to CLCH by the IMB (including any decision as to investment of the ICP Funds).

4.3 The IMB will issue instructions to CLCH in respect of ICP Funds only in accordance with the provisions of this MOU and the Establishment Agreement.

4.4 The Commissioners shall ensure that sufficient ICP Funds are provided to CLCH to enable the IMB to meet its obligations under this MOU as they fall due.

4.5 CLCH will have no beneficial interest in the ICP Funds other than any portion of the ICP Funds allocated to CLCH as beneficiary by the IMB.

4.6 Each ICP Partner (other than GP Providers, Local Authority Providers and Third Sector Representatives) indemnifies and will keep CLCH indemnified against any loss suffered by CLCH arising out of or in connection with this clause 4 except in so far as such loss arises or is contributed to as a result of CLCH’s (or the CLCH’s employees or agents) act or omission.

5. ALLOCATION OF INFRASTRUCTURE FUNDS

5.1 The IMB shall allocate the Infrastructure Funds for the purposes of providing goods or services in respect of the operation of the ICP.

5.2 The IMB shall, in particular, allocate Infrastructure Funds:

5.2.1 to CLCH in its capacity as the Host Party to the Hosting Agreement, in accordance with the terms of the Hosting Agreement;

5.2.2 to Kensington and Chelsea Primary Care Trust as lead Primary Care Trust on behalf of the Inner North West London PCT Cluster in its capacity as the IT Managed Service Provider under the IT Managed Service Agreement, in accordance with the IT Managed Service Agreement; and

5.2.3 in connection with any other agreement for goods or services in respect of the ICP that is entered into by one or more of the ICP Partners in accordance with clause 11 of the Establishment Agreement.

5.3 The IMB shall instruct CLCH to make such payments from the Infrastructure Funds as it has determined pursuant to this clause.
6. **ALLOCATION OF OUT OF HOSPITAL FUNDS**

6.1 The IMB shall identify the amount of Out Of Hospital Funds that may be made available to each MDG by determining the number of Elderly and Diabetic patients that are treated by each MDG then doing the calculation set out in clause 3.1.2.

6.2 Each MDG must submit a proposed Resource Plan to the IMB in order to be considered for allocation of part of the Out Of Hospital Funds. In preparing a Resource Plan, the MDG should:

6.2.1 specify the packages of care that the MDG believes are most appropriate for ICP patients with different risk profiles, given the goals of the ICP. These packages should, at a minimum, describe the estimated amount of care planning and care co-ordination activity that a typical patient of each risk profile will require;

6.2.2 estimate the cost of the packages of care proposed by the MDG;

6.2.3 specify the planned frequency, duration and attendance of MDG case conferences and MDG performance reviews. The MDG shall also specify the planned rate of compensation for attendance at these meetings by representatives of the various Providers and therefore the total cost of holding these meetings;

6.2.4 designate sums within the Out Of Hospital Funds that may be deployed at a later date during the ICP. This sum must be the difference between the total amount specified for planned activity as described in 6.2.2 and 6.2.3 and the total financial allocation for the MDG described in 6.1. This sum may be released later by the IMB only upon approval of a Supplementary Resource Plan, as described in 6.3 below; and

6.2.5 specify the amount of Out Of Hospital Funds to be allocated to each Provider in respect of the initial three month period of operation in order to provide the care described in the care packages referred to in 6.2.2 and to release personnel for attendance at MDG meetings as described in 6.2.3.

6.3 Once a Resource Plan is approved by the IMB, MDGs shall specify any amendments to the planned packages of care; any amendments to how the MDG plans to deliver them; and the payments required for the following three month period for each Provider to deliver the packages of care and release personnel for attendance at MDG meetings by means of Supplementary Resource Plans.

6.4 If the IMB has nominated a committee for the purposes of this clause, the MDG should submit its Resource Plan or Supplementary Resource Plan to that committee for review. Any such committee may make a recommendation to the IMB as to whether the Resource Plan or Supplementary Resource Plan should be approved.

6.5 The IMB shall decide whether or not to approve any Resource Plan or Supplementary Resource Plan submitted to it by an MDG. Where a recommendation has been made pursuant to clause 6.4, the IMB shall have regard to that recommendation in reaching its decision.

6.6 Having approved a Resource Plan or Supplementary Resource Plan, the IMB shall approve a Payment Schedule, or adjustment to it, and authorise the release of the allocated Out Of Hospital Funds to the Providers within the MDG in accordance with that Payment Schedule (as adjusted, where applicable).

6.7 The IMB shall not make any payments to an MDG which would cause the cumulative payments to that MDG to exceed the total financial allocation described in clause 6.1.
6.8 No Out Of Hospital Funds shall be released to a Local Authority Provider unless and until a Section 256 Agreement in the form attached at Schedule 3 has been duly executed in accordance with the Directions by the Secretary of State as to the conditions governing payments by health authorities and other bodies under Section 28A of the National Health Service Act 1977 (2000) (the “Directions”). The Directions must be complied with in every respect in relation to payments made in accordance with this clause.

6.9 To the extent that a Provider has received payment in accordance with specified obligations stipulated in a Resource Plan or Supplementary Resource Plan which have not been delivered, a sum equal to the overpayment shall be set off against subsequent payments to that Provider anticipated in the Payment Schedule and an adjustment made accordingly.

6.10 For the avoidance of doubt, ICP Partners shall only be entitled to receive Out Of Hospital Funds in respect of the period for which they are part of a particular MDG and, as such, any payments due to an ICP Partner are to be calculated pro rata.

6.11 The IMB will not approve any payments in connection with Resource Plans or Supplementary Resource Plans in respect of the period following the first anniversary of the Commencement Date to the extent that it has not decided to extend the initial term of the ICP in accordance with clause 19 of the Establishment Agreement.

7. ALLOCATION OF REINVESTMENT FUNDS

7.1 Any Reinvestment Funds that are to be allocated to MDGs are to be calculated from the twelfth month following the Commencement Date and the IMB will aim for them to be so allocated in the fifteenth month following the Commencement Date.

7.2 No Reinvestment Funds will be available unless the ICP has generated an overall net financial saving across the ICP as a result of reduced emergency admissions and readmissions to the Acute Providers participating in the ICP, calculated by reference to the Baseline.

7.3 Of the overall net financial saving made, 50% will be retained by Commissioners and 50% will be made available for distribution to Providers within MDGs.

7.4 Reduction targets will be ascribed to each MDG on the basis of its population coverage and the Acute Trust(s) among its members. These reduction targets must be met and exceeded in order for it to be deemed to contribute to any savings made against the Baseline.

7.5 The IMB will allocate Reinvestment Funds to MDGs that have met and exceeded the reduction targets calculated in accordance with clause 7.4.

7.6 The amount of Reinvestment Funds that will be allocated amongst those MDGs that fulfil the criteria set out in clause 7.5 shall be calculated by reference to the proportion of the overall net financial saving achieved by that MDG (taken as a percentage). By way of example, if 22% of the net saving was made by a particular MDG, that MDG shall be allocated 22% of the available Reinvestment Funds.

7.7 Any Reinvestment Funds allocated to an MDG shall be split amongst its ICP Partners by reference to the Member types in the following proportions: the GP Providers will collectively be entitled to receive 40%, the Acute Providers 30%, the Community Service Providers 15%, the Local Authority Providers 7.5% and Mental Health Providers 7.5%. Where there is more than one ICP Partner within a particular Member type, the allocated Reinvestment Funds will be divided equally among them.

7.8 The IMB will ensure that Reinvestment Funds are paid directly to the ICP Partner which is entitled to receive them. For the avoidance of doubt, any Provider that
ceases to be an ICP Partner before any Reinvestment Funds are allocated shall not be entitled to receive any Reinvestment Funds.

7.9 No Reinvestment Funds shall be released to a Local Authority Provider unless and until a Section 256 Agreement in the form attached at Schedule 3 has been duly executed in accordance with the Directions. The Directions must be complied with in every respect in relation to payments made in accordance with this clause.

7.10 Each ICP Partner agrees that any Reinvestment Funds received must be spent on providing services to NHS patients affecting or concerned with health.

8. OBLIGATIONS OF THE ICP PARTNERS

8.1 Each ICP Partner agrees to act only within the parameters set by law, including statute, regulation and directions (as applicable) and its existing agreements with the Commissioners.

9. ACCOUNTABILITY FRAMEWORK

9.1 Each ICP Partner and IMB member remains accountable to and bound to act in accordance with its own organisational governance arrangements.

9.2 Each ICP Partner warrants and represents that it has the necessary capacity, consents, powers and authorities to enter into this MOU and to be bound by decisions of the IMB made in accordance with this MOU.

10. INTELLECTUAL PROPERTY IN THE SOFTWARE

10.1 The software used by the ICP (the “Software”) has been developed under an agreement between the Commissioners and McKinsey & Company.

10.2 The Commissioners and McKinsey & Company have agreed the principle that ownership of the intellectual property rights in the Software shall be shared between the Providers and McKinsey & Company, provided that each party will respect any third party rights in the Software.

10.3 The Commissioners have agreed with McKinsey & Company that these principles will be set out in a contract as soon as possible. Each party to this MOU agrees, and the Commissioners confirm that McKinsey & Company has agreed, not to use or exploit the Software in any way other than for the ICP until such contract has been executed.

11. DISPUTE RESOLUTION

11.1 In the event of a dispute arising out of this MOU, any aggrieved party shall give notice of the dispute to the IMB, setting out full details of the dispute.

11.2 Representatives of the disputing party(ies) shall meet in good faith as soon as possible and in any event within seven days of notice of the dispute being served, at a meeting convened for the purpose of attempting to resolve the dispute.

11.3 If the dispute remains after the meeting detailed in clause 11.2 has taken place, the dispute shall be referred to the Chief Executives (or equivalent) of the disputing parties as soon as possible after the meeting and in any event within 28 days of the meeting.

11.4 If the dispute remains after the meeting detailed in clause 11.3 has taken place, the dispute shall be referred to the IMB as soon as possible afterwards and in any event within 28 days of the meeting.

11.5 If the dispute still remains after the meeting detailed in clause 11.4, the disputing parties will attempt to settle it by mediation in accordance with the CEDR Model
Mediation Procedure. Unless otherwise agreed between the disputing parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("ADR notice") to the other party(ies) involved in the dispute requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 28 days after the date of the ADR notice.

11.6 The disputing parties will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.

12. **TERMINATION**

12.1 This MOU shall terminate immediately if the Establishment Agreement terminates for any reason and any notice of termination of the Establishment Agreement shall constitute notice of termination of this MOU.

13. **COUNTERPARTS**

13.1 This MOU may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until the Establishment Agreement is effective and the founding parties to the Establishment Agreement and the Commissioners have each executed at least one counterpart, whichever is the later.

13.2 Each counterpart, when executed and delivered, shall constitute an original of this MOU, and all the counterparts shall together constitute one and the same instrument.

14. **VARIATIONS AND AMENDMENTS**

14.1 Except as expressly provided for elsewhere in this MOU, this MOU may only be varied in writing signed by each of the parties, save that the IMB may agree variations to this Agreement on behalf of the ICP Partners.

14.2 For the avoidance of doubt, such variation may include further Primary Care Trusts within NHS North West London being joined to this Agreement.

15. **ENTIRE AGREEMENT**

15.1 This Agreement supersedes all previous understandings and negotiations in respect of the Parties' obligations as provided in this Agreement.

16. **NOTICES**

16.1 Any notice given under this MOU shall be in writing and may be given either personally or by first class post or facsimile addressed to the other party or parties at their addresses set out in Schedule 7 of the Establishment Agreement or, in the case of the Commissioners, at the top of this MOU.

16.2 A notice given by first class post shall be deemed to be served two business days after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service.

16.3 A notice given by facsimile shall be deemed to be served on the business day that it was sent, if sent before 5pm. If sent on a day other than a business day or after 5pm on a business day, it shall be deemed to be served on the following business day and a successful transmission report in respect of the fax number set out in Schedule 7 to the Establishment Agreement or, in the case of the Commissioners, such number as may be supplied by it shall be sufficient evidence of service.
16.4 A notice given by email shall be deemed to be served on the business day that it was sent, if sent before 5pm. If sent on a day other than a business day or after 5pm on a business day, it shall be deemed to be served on the following business day and a successful read receipt in respect of the email address set out in Schedule 7 to the Establishment Agreement or, in the case of the Commissioners, such email address as may be supplied by it shall be sufficient evidence of service.
SCHEDULE 1
Parties and Signatures

Commissioners

THE COMMON SEAL of EALING PRIMARY CARE TRUST was hereunto affixed in the presence of:

......................................................
Signed (authorised officer)

Name and position

Date

THE COMMON SEAL of HAMMERSMITH AND FULHAM PRIMARY CARE TRUST was hereunto affixed in the presence of:

......................................................
Signed (authorised officer)

Name and position

Date
THE COMMON SEAL of HOUNSLOW PRIMARY CARE TRUST was hereunto affixed in the presence of:

Signed (authorised officer)

Name and position

Date

THE COMMON SEAL of KENSINGTON AND CHELSEA PRIMARY CARE TRUST was hereunto affixed in the presence of:

Signed (authorised officer)

Name and position

Date
THE COMMON SEAL of WESTMINSTER PRIMARY CARE TRUST was hereunto affixed in the presence of:

Signed (authorised officer)

Name and position

Date

Signed (authorised officer)

Name and position

Date
PARTIES:

1. [The PCT(s) within NHS North West London from whom the funds will move] ("the Settlor(s)"); and

2. Central London Community Healthcare NHS Trust, of 7th Floor, 64 Victoria Street, London SW1E 6QP ("the Trustee")

RECITALS

(A) The Settlors wish to make this settlement and have transferred or delivered to the Trustee or otherwise placed under the Trustee's control the money specified in the Schedule ("the Trust Fund"). Further money may be paid or transferred to the Trustee by way of addition.

(B) It is intended that this settlement shall be irrevocable.

OPERATIVE PROVISIONS

1. TRUST PERIOD

1.1 The Trust shall be effective until {●} ("the Trust Period")

2. POWER TO RECEIVE ADDITIONAL PROPERTY

2.1 The Trustee may, at any time during the Trust Period, accept additional money paid or transferred to them by the Settlor or any other person. Such additional money shall, subject to any contrary direction, be held upon the trust and with and subject to the powers and provisions of this deed.

3. THE TRUST

3.1 The Trust Fund shall be held upon trust for the parties to an establishment agreement dated {●} between ("the Establishment Agreement"), other than those who are Third Party Representatives as defined in the Establishment Agreement ("the Beneficiaries").

3.2 The Trustee must pay or apply the Trust Funds to the Beneficiaries or any of them in accordance with the instructions of the IMB (as defined in the Establishment Agreement).

4. POWER TO CHARGE

4.1 The Trustee shall be entitled to remuneration in accordance with its published terms for trust business in force from time to time and, in the absence of published terms, in accordance with such terms as may from time to time be agreed between the Trustee and the IMB.

5. INDEMNITY AND TRUSTEE'S PROTECTION

5.1 The Trustee shall be entitled to exoneration and indemnity out of the Trust Fund for any liability, loss or expense incurred under this settlement and for any judgment recovered against and paid by such Trustee other than any liability loss expense or judgment arising out of his own wilful and individual fraud, wrongdoing or neglect.
5.2 The Trustee shall not be liable for any loss to the Trust Fund however arising except as a result of the Trustee's fraud or dishonesty.

6. COUNTERPARTS

6.1 This Trust Deed may be executed in any number of counterparts, and by the parties on separate counterparts.

6.2 Each counterpart, when executed and delivered, shall constitute an original of this Trust Deed, and all the counterparts shall together constitute one and the same instrument.

7. LAW AND JURISDICTION

7.1 The proper law of this Trust shall be that of England and Wales and the courts of England and Wales shall be the forum for the administration of these trusts.

SCHEDULE

[describe trust funds]

THE COMMON SEAL of EALING PRIMARY CARE TRUST was hereunto affixed in the presence of:

......................................................
Signed (authorised officer)

......................................................
Name and position

......................................................
Date

......................................................
Signed (authorised officer)

......................................................
Name and position

......................................................
Date
THE COMMON SEAL of HAMMERSMITH AND FULHAM PRIMARY CARE TRUST was hereunto affixed in the presence of:

Signed (authorised officer)

Name and position

Date

Signed (authorised officer)

Name and position

Date

THE COMMON SEAL of HOUNSLOW PRIMARY CARE TRUST was hereunto affixed in the presence of:

Signed (authorised officer)

Name and position

Date

Signed (authorised officer)

Name and position

Date
THE COMMON SEAL of KENSINGTON AND CHELSEA PRIMARY CARE TRUST was hereunto affixed in the presence of:

.......................................................
Signed (authorised officer)

.......................................................
Name and position

.......................................................
Date

.......................................................
Signed (authorised officer)

.......................................................
Name and position

.......................................................
Date

THE COMMON SEAL of WESTMINSTER PRIMARY CARE TRUST was hereunto affixed in the presence of:

.......................................................
Signed (authorised officer)

.......................................................
Name and position

.......................................................
Date

.......................................................
Signed (authorised officer)

.......................................................
Name and position

.......................................................
Date
THE COMMON SEAL of CENTRAL LONDON COMMUNITY HEALTHCARE NATIONAL HEALTH SERVICE TRUST was hereunto affixed in the presence of:

Signed (authorised officer)

Name and position

Date

Signed (authorised officer)

Name and position

Date
SCHEDULE 3

FORM OF MEMORANDUM OF AGREEMENT FOR TRANSFERS OF FUNDS TO LOCAL AUTHORITY PROVIDERS

Memorandum of Agreement

Section 256 transfer

Reference number………………………………………………………………………………………………………………………………………

Title of scheme…………………………………………………………………………………………………………………………………………

(the reference number and title of the scheme should give a unique identification of the scheme).

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

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

3. 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)

<table>
<thead>
<tr>
<th>Year(s)</th>
<th>Amount</th>
<th>Capital</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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).

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

Signed ……………………………………… for PCT