

Dated

FUNDING TRANSFER AGREEMENT FOR THE
WELBOURNE HEALTH CENTRE SCHEME
UNDER SECTION 76 OF THE NHS ACT 2006

Between

North Central London Integrated Care Board

and

The Mayor and Burgesses of the London Borough of Haringey

DRAFT

MEMORANDUM OF AGREEMENT
SECTION 76 OF THE NHS ACT 2006

BETWEEN:-

- (1) North Central London Integrated Care Board (the "ICB")
- (2) The Mayor and Burgesses of the London Borough of Haringey ("the Local Authority");

Title of Scheme: Haringey Council's contribution to Welbourne Health Centre scheme in 2023/24

1. **The Scheme**

- 1.1. The Section 76 agreement will secure more efficient and effective use of resources for both partners through: **Allowing the council to contribute towards the Welbourne Health Centre scheme utilising existing contract and commissioning arrangements in place at the ICB.**

2. **Description of Scheme (Scope)**

- 2.1. Funding contribution towards development and fit-out works for Welbourne health centre scheme.
- 2.2. The Welbourne primary care health centre will be in Tottenham Hale in East Haringey, one of the most deprived areas in North Central London. Haringey Council are undertaking a significant regeneration in the area with their development partner, Argent. The health care development works are in the ground and first floors of a unit earmarked for a health centre within a residential block. The centre will be approximately 1,600 sqm and includes 16 consulting rooms, admin and digital consulting areas, space for training and multi-disciplinary meetings, and phlebotomy space.
- 2.3. The scheme will provide modern fit for purpose health care accommodation and additional primary care capacity in an area under-served by primary care, with services currently provided from a portacabin and a small terraced house. The need for additional primary care facilities was initially identified in a Healthwatch report in 2014.

- 2.4. Welbourne addresses existing insufficient current capacity in the area and anticipated increase in population, which is estimated at nearly 23,000 by 2030. It will provide a hub location to support the delivery of primary care at scale.
- 2.5. Sectional completion for the unit is planned for 09 January 2023, with start on site by the NHS fit-out contractors commencing the same week.

3. **Financial Details**

3.1. The agreed total financial value is: **£3.152m**

3.2. The parties enter into this Agreement for:

Scheme Type	Duration	Total Cost
Osborne Grove Nursing Home scheme	April 2023 – March 2024	£3.152m
TOTAL		£3.152m

3.3. commencing on:

April 2023 with an end date of 31st March 2024.

- 3.4. The ICB agrees to expend the funds only to procure and/or provide the Services described in this agreement.
- 3.5. The funds shall not be increased in the event of any overspend by the ICB in its delivery of the Scheme.
- 3.6. Unless otherwise agreed in writing the funds can only be spent in the allocated financial years, and any overpayment and/or under delivery (including unspent funds) will be returned to the Local Authority within 30 days of the end of the financial year or at any point deemed appropriate by the ICB.
- 3.7. There shall be no variation to this Agreement without the prior written consent of all Parties.
- 3.8. If there is a need to vary The Scheme, a proposal will be submitted to the Local Authority with any variation agreed by both parties.
- 3.9. Both parties can give notice to terminate without fault by providing notice in writing with a minimum of 30 days' notice. Any unspent monies will be returned to the Local Authority by the end of the notice period unless alternative arrangements for handling of any surplus funds are agreed in writing between the parties during the notice period.

4. **MONITORING AND REVIEW**

- 4.1. The ICB will keep proper records in relation to the Scheme in accordance with the arrangements referred to in this Agreement.
- 4.2. The ICB will allow the Local Authority and/or its representatives to inspect all such records and will supply copies on request. The Local Authority will acknowledge such a request from the Local Authority within five (5) days of receiving the request and will allow the Local Authority to inspect all such records and/or shall provide copies within ten (10) days of receiving the request from the Local Authority.
- 4.3. The ICB shall prepare reports evidencing how its use of the Funding is achieving the objectives of this agreement.
- 4.4. Reporting and KPIs associated with this funding will be agreed between the parties separately but in the interests of ensuring swift distribution of funds have been omitted from this Section 256 agreement.

Agreement signed by:

Name: Phill Wells

Organisation: North Central London Integrated Care Board (NCL ICB)

Role/Position: Chief Finance Officer

Date:

Signature:

Name:

Organisation: The Mayor and Burgesses of the London Borough of Haringey

Role/Position:

Date:

Signature:

Role/Position:

Date:

Signature:

DRAFT