

AGENCY AGREEMENT BETWEEN THE DEPARTMENT OF HEALTH IN
NORTHERN IRELAND THE NHS BUSINESS SERVICES AUTHORITY

1. This agreement is made between the Department of Health in Northern Ireland ("the Department") and the NHS Business Services Authority ("the NHSBSA") under section 28 of the Northern Ireland Act 1998.
2. It relates to functions which in the opinion of the Minister for the Department of Health can appropriately be performed by the NHSBSA in connection with its functions.
3. Any reference in this agreement to a piece of legislation is a reference to that legislation as amended before or after the date of this agreement.
4. This agreement relates to the exercise of the functions of the Department in relation to the Healthy Start Scheme under the:

Healthy Start Scheme and Day Care Food Scheme Regulations (Northern Ireland) 2006.

Specified Functions

5. It is agreed that the NHSBSA shall exercise the specified functions as set out below and in the associated Service Level Agreement on behalf of the Department pursuant to section 28 of the Northern Ireland Act 1998 and including:
 - a) details of the administration and operation of the Healthy Start Scheme, including specifications, Key Performance Indicators and funding arrangements;
 - b) establish and operate a system for the collection and analysis of information from beneficiaries and other government departments to the extent necessary for it to provide confirmation of a person's entitlement to the Healthy Start Scheme;
 - c) develop and operate information and communication systems to operate the Healthy Start Scheme;
 - d) make arrangements to receive and process information from applicants to the Healthy Start Scheme;
 - e) accept, consider and decide applications made to the Healthy Start Scheme;
 - f) develop and apply eligibility criteria to determine applications for the Healthy Start Scheme;

- g) inform applicants to the Healthy Start Scheme of NHSBSA's decisions under the scheme;
- h) make arrangements for the provision of vouchers or credit under the Healthy Start Scheme, comprising the amount of benefit due to -
 - i) a person who is entitled to receive the benefit under the Healthy Start Scheme;
 - ii) a person who has parental responsibility for a child.
- i) pay the beneficiary an amount equal to the value represented by the voucher or credit they would otherwise receive in accordance with the principal Regulations; and
- j) provide a beneficiary with payment or voucher in circumstances where the beneficiary has failed to receive a benefit and meets the criteria set out in the principal Regulations.
- k) enter into and manage, on behalf of the Department, framework agreements, contracts and arrangements with persons who—
 - i) manufacture Healthy Start vitamins;
 - ii) store Healthy Start vitamins; and
 - iii) make arrangements for, or in connection with, the distribution and supply of Healthy Start vitamins.
- l) carry out administrative functions relating to the supply of Healthy Start vitamins.

6. The Department will represent itself on other matters not relating to the Specified Functions set out in the Service Level Agreement.

7. Nothing in this agreement shall prevent the Department from exercising any of the Specified Functions set out in the Service Level Agreement.

8. Neither the NHSBSA, nor any of those other bodies, shall exercise any Specified Function mentioned in the written notification received from the Department.

9. (a) In exercising the Specified Functions, the NHSBSA must seek such appropriate and timely legal advice in connection with—

- (i) the administration or operation of the Healthy Start Scheme including the interpretation of the legislation and procedures relating to the administration of the Healthy Start Scheme;

(ii) the conduct of litigation whether actual or threatened; and-

(b)The NHSBSA must notify the Department forthwith of any matter (including actual or threatened litigation) in relation to the Heathy Start Scheme which may:

(i) challenge any provision of the existing legislation, its interpretation or application;
or

(b) raise issues of financial or public policy in relation to the Healthy Start Scheme.

10.Where the NHSBSA notifies the Department of a matter in accordance with paragraph 9(b) it must:

(a) consult with the Department about the conduct of the matter; and

(b) ensure that the Department is kept informed of the general progress of the matter and any development which may occur.

11.Upon receiving a request by the Department, the NHSBSA must provide information to the Department in relation to any matter concerning the Healthy Start Scheme including in particular, actual or threatened litigation or where issues of public policy or finance may arise.

12.The NHSBSA must keep and maintain records of:

(a) all applications for benefit under the Healthy Start Scheme; and

(b) all children and beneficiaries in receipt of benefits under the Healthy Start Scheme.

Healthy Start – New digital application process			
Applicant		For each child	
Name	Mandatory	First Name	Mandatory
Last name	Mandatory	Last Name	Mandatory
Address Line 1	Mandatory	Date of birth	Mandatory
Address Line 2	Optional	Applicant's partner	
Town / county	Mandatory	First Name	Mandatory
Postcode	Mandatory	Last Name	Mandatory
National Insurance number	Optional	Date of birth	Mandatory
Date of birth	Mandatory	NINO	Optional
Due date (if pregnant)	Optional		
Email address	Optional		
Telephone number	Optional		
Nationality	Optional		
Customer ID	NHSBSA System		

Allpay (card provider) client ID	Held by Allpay and queried by NHSBSA when necessary		
Cardholder account number			
Card activity			
Card registration date			
Card expiry date			
Card balance			
Healthy Start- Existing paper application process			
Part A requested information (Applicant)			
Title		Carers date of birth	
First name		Carers national insurance number	
Surname		Carers relationship to the applicant	
Date of birth		Carers partners title (if over 18 years old and living with applicant)	
National insurance number		Carers partners first name	
Email address		Carers partners surname	
Benefits in receipt of		Carers partners date of birth	
Full address inc country and postcode		Carers partners national insurance number	
Telephone number		Carers partners relationship to the applicant	
Partners title		Carer and carers partners benefits	
Partners first name		Benefits applicant is included in on carers/carers partners claim i.e. Income support etc.	
Partners surname		Applicants children/s first name	
Partners date of birth		Applicants children/s surname	
Partners national insurance number		Applicants children/s date of birth (only children under 4 years old)	
Partners relationship to the applicant		Is the application pregnant	
Partners benefits		Signature (signed declaration)	
Carers title (if applicant is under 18 or under 20 and in full time education and lives with a carer i.e. a parent)		Name	
Carers first name		Date	
Carers surname			
Part B requested information (Healthcare professional)			
Applicants full name		Healthcare professionals' signature (signed declaration)	
Applicants date of birth		Healthcare professionals full name	
Has the applicant consulted the healthcare professional about the pregnancy?		Date of signing	
The expected date of delivery		Surgery stamp or work address	
Can they certify that the information provided by the applicant in Part A, question 5 about his/her children is, to the best of their knowledge, correct		Surgery postcode	

Can they confirm that healthcare professional has given him/her health-related advice	GMC no. NMC pin (optional)
Complaint / FOI / SAR Related processing	
Recorded telephone calls	Data from MBA (voucher printing company)
Customer records held by Serco inc. notes	

13. The NHSBSA must—

- (a) provide annually to the Department a written report on the operation of and the benefits paid under the Healthy Start Scheme, on a date agreed between the Department and NHSBSA; and
- (b) work and liaise with the Department as appropriate.

Transitional Provisions for Existing Claims

14. The NHSBSA is required to take reasonable steps to ensure that any party affected by the transfer of the Scheme to the NHSBSA is informed of-

- (a) any parties affected by the transfer of the scheme to the NHSBSA is accordingly informed of the NHSBSAs remit, of this agreement, and its effect and
- (b) the Agency Agreement between the NHSBSA and the Department; and
- (c) the effect of the Agency Agreement.
- (d) the provisions for continuity of the Healthy Start Scheme as soon as is practicable after the date of remit.
- (e) claims in respect of entitlement to benefit under the scheme made prior to this Agency Agreement are to be determined by the Department.
- (f) cases that are already under investigation or subject to legal proceedings before this Agency Agreement comes into operation are to be investigated and proceeded against as if this Agreement had not been made.


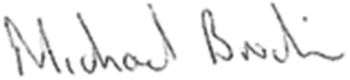
Review of Agreement

15. This Agreement will be reviewed as considered appropriate by the Department.

16. The NHSBSA is directed to operate the Healthy Start Scheme and undertake those functions referred to as Specified Functions, unless and until, it is instructed in writing, by an authorised officer of the Department of Health, (on behalf of the Minister for the

Department of Health), on reasonable notice to suspend and/or permanently end the Agreement.

17. This agreement shall come into operation on 22 October 2021.

<p>The Official Seal of The Department of Health has been affixed</p> <p>this 6th day of September 2021</p> <p>the OFFICIAL SEAL OF THE DEPARTMENT OF HEALTH</p> <p>Is authenticated by</p>  <p>Dr Naresh Chada A senior officer of the Department</p>	<p>The Official Seal of The NHS Business Services Authority has been affixed</p> <p>this 22nd day of October 2021</p> <p>the OFFICIAL SEAL OF THE NHS BUSINESS SERVICES AUTHORITY</p> <p>Is authenticated by</p>  <p>Michael Brodie A senior officer of the NHSBSA</p>
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