

<b>To:</b>	Health & Care Integrated Commissioning Board (HCICB)
<b>From:</b>	Stockport Council Financial Services, Stockport CCG Finance
<b>Subject:</b>	2020/21 Pooled Budget: Budget Setting & Q3 Forecast
<b>Date:</b>	31 March 2021

## 1. **Introduction**

This report focuses on the budget setting process for the 2020/21 pooled budget for Stockport Council and Stockport CCG (CCG), which supports the ongoing s.75 agreement between the two organisations.

Under the arrangement the CCG pools resources for the provision of health services (excluding surgery, radiotherapy, termination of pregnancies, endoscopy, other invasive treatments and emergency ambulance services) provided to people who are registered with a Stockport GP Practice over the age of 65, and the Council pools resources for the provision of Adult Social Care services and Public Health services. The s.75 agreement includes expenditure funded by the Better Care Fund (BCF) the Improved Better Care Fund (iBCF) and the Winter Resilience Grant.

In addition and in response to the Covid19 pandemic the government made funding available under the Hospital Discharge Programme (HDP) and this report details the requirement to pool HDP resources utilised by Stockport Council and the CCG.

This report also includes an outturn forecast based on the current Quarter 3 position.

## 2. **Hospital Discharge Programme (HDP)**

As part of the NHS and wider public sector's response to the global coronavirus pandemic the Government implemented the Covid-19 Hospital Discharge Programme which took effect from 19<sup>th</sup> March 2020. Under the programme the government, via the NHS, paid for new or extensions of existing packages of care and support for patients discharged from hospital or who would otherwise have been admitted to hospital. This approach was funded through a centrally held COVID-19 budget which supplemented CCG and local authority usual expenditure on discharge and rehabilitation and reablement services.

Under the programme packages of care which commenced between 19 March 2020 to 31 August 2020 (Scheme 1) were fully funded until the relevant assessments have been completed for individuals as soon as is practical to ensure transition to normal funding arrangements. From 1 September 2020 to 31 March 2021 (Scheme 2), packages of care for individuals being discharged from hospital are funded for up to a maximum of 6 weeks whilst an assessment of the individual's longer-term care needs, including Care Act and NHS CHC assessments are undertaken.

A deed of variation template has been issued by NHSE to incorporate HDP resources into the pooled budget and has been included at Appendix 2. Pooled HDP resources have been reported separately within this report which has been prepared on the assumption that the deed of variation is approved with the financial position reflected accordingly.

### 3. **Budget Position**

The recurrent budget starting position by each commissioner is outlined in the table below.

Table One – Budget Starting Position by Commissioner

Commissioner	2019/20 Outturn Budget £000	Movement(s) (Budget Setting – Table 2) £000	2020/21 s.75 Indicative budget contributions £000	Movement(s) (Q1– Q3 Table 3) £000	Quarter 3 2020/21 Budget £000
Stockport Council	90,307	3,508	93,815	1,676	95,491
Stockport Council contribution variation	3,808	(7,616)	(3,808)	0	(3,808)
Stockport CCG	128,222	5,783	134,005	0	134,005
Stockport CCG contribution variation	(3,808)	7,616	3,808	0	3,808
Stockport CCG Hospital Discharge Programme	0	0	0	16,919	16,919
<b>Total</b>	<b>218,529</b>	<b>9,291</b>	<b>227,820</b>	<b>18,595</b>	<b>246,415</b>

### 4. **Budget Setting Adjustments**

A number of adjustments have been included within the budget setting process for 2020/21; these are outlined by each commissioner in Table 2 below;

Table Two – Budget setting pooled budget adjustments

Stockport Council:

	<b>Total</b>
	<b>£000</b>
<b>Adult Care &amp; Health 2019/20 Annual Report</b>	<b>90,307</b>
Removal of non-recurrent redundancy funding	(270)
<b>Adult Social Care recurrent budget at 19/20 Outturn</b>	<b>90,037</b>
<b>Indicative Adjustments:</b>	
Adult Care Services demographic pressures	1,000
Public Health Grant – increased inflation	853
ASC Charging Policy - Final Phase	(367)
ASC Charging Policy – Remove appropriation from reserve	367
Social Care Grant Allocation – Res and Nursing Care Price Increase (remove 19/20 funding – 1 year only)	(1,020)
Social Care Grant Allocation – Staffing (remove 19/20 funding – 1 year only)	(70)
20/21 Phasing of Support Funds Saving Proposal - Use of Social Care Grant	100
20/21 Phasing of Preventative Commissioning Saving Proposal - Use of Social Care Grant	40
Protection of Liberty Safeguards	50
19/20 Summer Review Equipment Services Budget Pressure	300
<b>Total Indicative Adjustments</b>	<b>1,253</b>
<b>Savings:</b>	
Strategic Commissioning Support Funds (19/20)	(315)
Preventative Commissioning and Public Health Offer (20/21)*	(250)
Balancing the Cost of Services Phase 2 (20/21)	(300)
<b>Total Savings</b>	<b>(865)</b>
<b>Contingency Allocations:</b>	
Contingency Allocation - Inflation	691
Contingency Allocation - National Living Wage	2,500
Contingency Allocation - Demand	500
<b>Total Contingency Allocations</b>	<b>3,691</b>
<b>2020/21 Opening Budget</b>	<b>94,116</b>
<b>Changes made since Budget Council meeting:</b>	
Support Funds – formerly SLAS	(224)
2020/21 Q1 adjustment - Liquid Logic contribution to DbD saving	(77)
<b>2020/21 Revised Budget</b>	<b>93,815</b>

**Stockport CCG:**

<b>Stockport CCG Budget Setting</b>	<b>£000s</b>
19/20 Baseline	128,222
19/20 Contribution variation	(3,808)
<b>19/20 Outturn Budget</b>	<b>124,414</b>
20/21 Contribution variation	7,616
Fund 19/20 outturn	2,974
BCF Inflation 5.3%	1,108
Pooled budget increase above 19/20 outturn*	1,701
<b>20/21 Pooled budget contribution</b>	<b>137,813</b>

\*includes price inflation, demand growth

### **19/20 – 20/21 Funding on Non-Acute Services for Older People**

Table 2 reflects contribution adjustments related to the two year (19/20 and 20/21) funding agreement between Stockport Council and Stockport CCG for Non Acute Services for Older People. The funding agreement aligns to investment proposals within the Section 75 agreement and is underpinned by the agreed cash flow adjustment as detailed below.

Financial Year	Stockport Council Contribution £000	Stockport CCG Contribution £000
2019/20	3,808	(3,808)
2020/21	(3,808)	3,808

### **5. Budget changes 2020/21 Q1 – Q3**

During Quarter 1 – Quarter 3 there were further investments, which are included in Table 3 below. This includes an increase in the Localities Better Care Fund allocation of £1.069m, as part of the 2020/21 BCF Planning Requirements issued and submitted during Q3 of 2020/21.

Table Three – Quarter 1-3 2020/21 pooled budget adjustments

**Stockport Council:**

<b>Description</b>	<b>2020/21 £000</b>
Q2 - Pay Award – budget allocation (2.75%)	841
Q2 - Approved fee increases	476
Q3 - Referral and Information Officers t/fr from CSS	159
Q3 - Approved fee increases	200
Q3 - Additional Better Care Fund commitments	1,108*
Q3 - Additional Better Care Fund allocation	(1,108)
<b>Total</b>	<b>1,676</b>

\* Includes £0.382m additional contribution to the CCG to fulfil its lead commissioner obligations.

**Stockport CCG:**

Forecast hospital discharge programme expenditure totalling £16.919m has been included and reported as an in year non-recurrent investment.

<b>Description</b>	<b>2020/21 £000</b>
Hospital Discharge Programme	16,919
<b>Total</b>	<b>16,919</b>

**6. Quarter 3 forecast outturn by service 2020/21**

The table below provides a summary by Commissioner of the outturn position. In summary, this illustrates a £5.194m forecast deficit. (+2.1% variance).

Table Four: Quarter 3 outturn forecast by Service 2020/21

<b>Commissioner</b>	<b>Service / Portfolio</b>	<b>Quarter 3 2020/21 Budget £000</b>	<b>Quarter 3 2020/21 Forecast £000</b>	<b>Quarter 3 2020/21 Variance £000</b>
Stockport Council	Adult Social Care	84,507	89,594	5,087
Stockport Council	Health	10,984	10,984	0
Stockport Council	Non acute services for older people contribution variation	(3,808)	(3,808)	0
Stockport CCG	Acute - NHS Providers	76,301	76,173	(128)
Stockport CCG	Acute – Independent sector	5,086	5,208	122
Stockport CCG	Non Acute and Other Health	52,618	52,731	113
Stockport CCG	Non acute services for older people contribution variation	3,808	3,808	0
Stockport CCG	Hospital Discharge Programme	16,919	16,919	0
<b>Total</b>		<b>246,415</b>	<b>251,609</b>	<b>5,194</b>

The provisional Quarter 3 position by POD is reflected in table five below. This includes a revised Point of Delivery for the Council aligned to the Adults Operating Model. Definitions and allocations will be under further review to support 21/22 monitoring. Further analysis is illustrated in Appendix 1 of this report.

Table Five: Quarter 1 forecast by Point of Delivery

Points of Delivery	Commissioner	Quarter 3 2020/21 Budget £000	Forecast Q3 £000	Variance £000
Prevention	SMBC	16,965	16,946	(19)
	SCCG	370	370	0
Intermediate Tier & Boroughwide Services	SMBC	7,506	7,761	255
	SCCG	3,849	3,848	(1)
Community / Out of Hospital	SMBC	86,815	91,666	4,851
	SCCG	48,398	48,513	115
Acute services	SMBC	0	0	0
	SCCG	81,388	81,381	(7)
Better Care Fund	SMBC	(15,795)	(15,795)	0
Contribution Variation	SMBC	(3,808)	(3,808)	0
	SCCG	3,808	3,808	0
Hospital Discharge Programme	SCCG	16,919	16,919	0
<b>Total</b>		<b>246,415</b>	<b>251,609</b>	<b>5,194</b>

Material forecasted variations to the budget at Q3 are described below.

At Q3 the forecasted contribution to the Council from the Hospital Discharge Programme Funding is £2.828m. This is reflected within the net outturn forecasts in Table Four and Table Five.

### **Stockport Council**

#### **Intermediate Tier & Boroughwide (SMBC) deficit: £0.255m**

The deficit of £0.255m is due to a forecast overspend in the equipment service, this is partly due to the impact of Covid-19 with demand increasing aligned to the hospital discharge programme.

#### **Community / Out of Hospital (SMBC) deficit: £4.851m**

The forecast overspend is due to the net financial impact of providing support to the local external care market aligned to additional costs / lost income due to Covid-19. The support provided includes committing national grant funding which has been provided to local authorities to support, for example, Infection Control.

The forecasted position excludes grant funding provided to the Council from Central Government aligned to general Covid-19 financial pressures, as these grant allocations are being held corporately.

The range of financial support Adult Social Care has provided at various points since Covid-19 commenced includes:

- Occupancy protection for care home providers who accepted the Council offer. This commitment is being recharge to Stockport CCG and funded by the HDP.
- Additional Covid-19 care management packages of care which can partially be reclaimed from Stockport CCG via the HDP.
- Additional costs to support clients who have been unable to access their usual provision due to Covid-19 e.g. within Supported Living Accommodation.
- Additional costs to support care homes providers for example, additional staffing costs, PPE, equipment.
- Paying homecare providers up to planned levels of care. This support has now ceased.
- Additional homecare costs to e.g. support clients who are unable to access other services, additional PPE commitments.
- Additional Discharge to Assess bed costs. A significant proportion of this cost will be recharge to Stockport CCG via the HDP.
- Delayed implementation of inflationary uplift to residential and nursing care client contributions.
- Reduced non-residential care income as clients not in receipt of some services. Also pausing the uplifting of 2020/21 non-residential care fees and charges policy.

Within the forecasted position is a future commitment for clients who have temporary packages commissioned directly by Stockport CCG, funded from the HDP scheme 1 funding. A significant proportion of these clients will need ongoing care either via care home based or community-based services. Reassessments are continuing to take place aligned to this programme of work.

### **Stockport CCG.**

The financial reporting regime for CCGs for 2020/21 consists of 2 distinct elements. Firstly, for months 1 to 6 (April – September), CCGs were funded retrospectively for all additional reasonable costs incurred in responding to the

coronavirus pandemic. For months 7 to 12 (October to March), CCG's have been issued with fixed funding envelopes which CCGs must not exceed. Funded separately outside of the fixed funding envelope is HDP expenditure which is funded on a retrospective basis.

As part of the budgeting process for 2020/21, NHS England has mandated block contract arrangements between CCGs and NHS Trusts. Block contract (fixed) values are reflected in the budgets and financial position presented. As a result of the financial regimes implemented in response to the coronavirus pandemic there are no material variances reported by the CCG.

## 7. Reserves

The Q3 position where the Council (SMBC) is the lead commissioner is anticipating the following net transfers from reserves totalling **£3.129m**.

- £2.279m - improved Better Care Fund
- £0.103m - ASC Grant
- £0.574m - Double running of Adults Operating Model implementation
- £0.200m - External support to ASC service transformation and other schemes.
- £0.019m - Hate Crime funding
- £0.024m - Social Care Digital Innovation Programme
- £0.078m - Controlling Migration Funding
- (£0.148m) - Public Health transfer to reserves, based on the outturn forecast.

The Council also transferred the £3.808m Non Acute Services for Older People additional contribution back into reserves.

## 8. Savings

Below is a summary of savings / efficiencies affecting the pooled budget in 2020/21 and their status:

Proposal	Risk Rating	Value (£000)	Value Achieved (£000)	Additional Information
<b>2019/20 savings programme</b>				
Non Residential income – fees and charges	RED	367	92	Final tranche of phased savings programme. Policy implementation paused due to Covid-19.
<b>2020/21 Savings Programme</b>				
Preventative Commissioning and Public Health Offer	AMBER	100	100	

Balancing the Cost of Services Phase 2	AMBER	300	100	BTCOS – assumed inflationary uplifts will be in place from December.
Managing future demand	AMBER	500	500	Split £0.5m ASC, £0.5m CYP. Assumed can manage demand in 20/21, in part due to reduction within overall care home client basis due to Covid-19.
Liquid Logic contribution to DbD saving	RED	77	19	Delay in achieving saving in part due to Covid-19.
<b>Adult Social Care - subtotal</b>		<b>1,344</b>	<b>811</b>	
Public Health Offer within ASC 2020/21 savings	GREEN	150	150	Savings achieved at budget setting and transferred to ASC in Q1
<b>Public Health - subtotal</b>		<b>150</b>	<b>150</b>	
<b>Total</b>		<b>1,494</b>	<b>961</b>	<b>£0.533m- balance to achieve</b>

### Risk rating

- **Green** – good confidence (90% plus) the saving is/will be delivered or minor variances (<£0.050m) that will be contained within the portfolio.
- **Amber** – progressing at a reasonable pace, action plan being pursued may be some slippage across years and/or the final position may also be a little unclear.
- **Red** – Significant issues arising or further detailed consultation required which may be complex/ contentious

### **9. Recommendations**

The Board is asked to:

1. Approve the deed of variation to include HDP resources in the s.75 agreement
2. Approve the 2020/21 Budgets to be included within the scope of the s75 Agreement.
3. Note the forecast outturn position at Q3 of a £5.194m deficit.

## Appendix 1:

<b><u>HCICB Pooled Budget Report Q3 2020/21</u></b>			
	<b>Budget Q3</b>	<b>Forecast Q3</b>	<b>Variance Q3</b>
<b>PODs</b>	£'000	£'000	£'000
<b><u>Prevention</u></b>			
Dementia / Memory Services	53	53	0
Flu Services	94	94	0
Dementia Services	0	0	0
People Powered Health	223	223	0
Public Health	10,984	10,984	0
Health and Wellbeing	0	0	0
ASC Preventative Services	5,981	5,962	(19)
<b>Total</b>	<b>17,335</b>	<b>17,316</b>	<b>(19)</b>
<b><u>Intermediate Tier &amp; Boroughwide Services</u></b>			
	<b>11,355</b>	<b>11,609</b>	<b>254</b>
<b><u>Community / Out of Hospital</u></b>			
<b><u>Integrated Neighbourhood Service</u></b>			
Residential and Nursing Care	21,319	23,599	2,280
Non Residential Services	17,463	17,894	431
District Nursing, Palliative Care and Teir Two Services	12,938	12,938	0
Care Homes Development and Care Home Planning	2,270	2,309	39
FNC, Neighbourhood Services, ESS, Reablement, Rapid Resp	10,923	10,923	0
Continuing Care / Domiciliary	24,654	24,721	67
IV Therapy and Pathfinder	0	0	0
Hospices	1,404	1,404	(0)
Carers / Alzheimer's	834	834	(0)
Programme Management Services	174	174	0
<b><u>Learning Disabilities</u></b>			
Residential and Nursing Care	7,363	7,222	(141)
Non Residential Services	21,086	22,863	1,777
Internal Tenancy provision	6,629	7,145	516
<b><u>Mental Health</u></b>			
Residential and Nursing Care	2,919	2,510	(409)
Non Residential Services	1,238	1,858	620
Crisis Resolution	0	0	0
<b>Operational staffing support</b>	<b>8,829</b>	<b>8,956</b>	<b>127</b>
<b>Other services including ASC Support Services</b>	<b>12,088</b>	<b>11,747</b>	<b>(341)</b>
<b>Total</b>	<b>152,132</b>	<b>157,098</b>	<b>4,966</b>
<b><u>Acute Services</u></b>			
	<b>81,388</b>	<b>81,381</b>	<b>(6)</b>
<b><u>Better Care Fund contribution excluding iBCF</u></b>			
	<b>(15,795)</b>	<b>(15,795)</b>	<b>0</b>
<b>Total</b>	<b>246,415</b>	<b>251,609</b>	<b>5,194</b>

**Appendix 2:**

Dated

2021

- (1) Stockport Metropolitan Borough Council
- (2) NHS Stockport CCG

**Variation to Section 75 Agreement between NHS Stockport Clinical Commissioning Group (“CCG”) and Stockport Metropolitan Borough Council (“SMC”) dated 21<sup>st</sup> June 2016**

## PARTIES

- (1) Stockport Metropolitan Borough Council of Town Hall, Edward Street, Stockport SK1 3XE (the “Council”); and
- (2) NHS Stockport Clinical Commissioning Group of 4<sup>th</sup> Floor, Stopford House, Stockport SK1 3XE (the “CCG”)

(The parties are referred to as the “Partners” in this Agreement as relevant)

## BACKGROUND

- (A) The Partners entered into Section 75 Agreement relating to the commissioning of health and social care services on 21 June 2016 in exercise of the powers referred to in Section 75 of the 2006 Act and/or Section 13Z(2) and 14Z(3) of the 2006 Act as applicable (the “Partnership Agreement”).<sup>1</sup>
  - (B) As part of the NHS and wider public sector’s response to the global Covid-19 pandemic the Government has issued the Covid-19 Hospital Discharge Service Requirements (the “Discharge Requirements”) which took effect on March 19<sup>th</sup> 2020.
  - (C) The Discharge Requirements have been introduced to ensure that where it is clinically safe to discharge patients from an acute or community hospital those patients are discharged in accordance with the new ‘Discharge to Assess’ model.
  - (D) To support the new Discharge Requirements a range of measures have been introduced including, amongst others,:
    - a) a temporary suspension of the obligation of the need to carry out Continuing Healthcare assessments for patients on the acute hospital discharge pathway and in community settings during the Enhanced Discharge Services Period;
    - b) a commitment that the NHS will fully fund the cost of new or additional elements of existing out of hospital health and social care support packages to facilitate discharge from, or to prevent admission to, hospital as set out in the Discharge Requirements until such time as local health and care systems are notified that the Discharge Requirements will come to an end; and
    - c) a suspension of the usual patient eligibility criteria during the Enhanced Discharge Services Period.
  - (E) In accordance with the Discharge Requirements, the Partners have considered the most appropriate model through which to commission the enhanced discharge service and admissions avoidance services and agreed that CCG shall act as the lead commissioner for enhanced discharged service and the Partners shall pool the funding referred to in this Deed for the purpose of funding this service.
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- (F) The Partners have agreed to vary the terms of the Partnership Agreement as set out in this Deed of Variation.

## AGREED TERMS

### 1 Defined terms and interpretation

1.1 In this Deed, expressions defined in the Partnership Agreement and used in this Agreement have the meaning set out in the Partnership Agreement.

1.2 Subject to clause 1.1 of this Deed, the following words and expressions shall have the following meanings:

**Covid-19 Hospital Discharge Scheme** means the scheme as set out in the Annex to this Deed which implements the Covid-19 Hospital Discharge Services Requirements on a local level.

**Deed** means this Deed of Variation including any schedules and appendices.

**Discharge Requirements** means the Covid-19 Hospital Discharge Service Requirements published by HM Government and the NHS on 19<sup>th</sup> March 2020.

**Effective Date** means the date of this Deed.

**Enhanced Discharge Services Period** means the period from 19<sup>th</sup> March 2020 until the date notified to the Partners by NHSE&I or the Department of Health and Social Care as being the date on which Funded Packages will no longer be available to new patients or existing recipients of Funded Packages.

**Funded Packages** means:

- new or extended out-of-hospital health and social care support packages referred to in the Discharge Requirements and more specifically set out in Annex A of the Covid-19 Financial Reporting Guidance; and
- provided to patients on or after the Operational Date and before the end of the Enhanced Discharge Services Period.

**Future Discharge Requirements** means any subsequent directions and/or guidance issued by HM Government and or the NHS in relation to the continuation, variation or cessation of the Discharge Requirements.

**Operational Date** means 19<sup>th</sup> March 2020.

1.3 The rules of interpretation set out in the Partnership Agreement apply to this Deed.

## **2 Variation**

- 2.1 The Partners acknowledge, agree and confirm that they waive the requirements of clause 18 (Review and Variation) in respect of the variations set out in this Deed and further acknowledge, agree and confirm that the Partnership Agreement shall be amended as follows:
- 2.1.1 The Partners have agreed to amend Schedule 1 (Agreed Scheme Specifications) to the Partnership Agreement to include a new Scheme Specification for the Covid-19 Hospital Discharge Scheme as set out in Schedule 1 (Amendments to Existing Scheme Specifications) of this Deed.
- 2.1.2 The Partners have reviewed the financial arrangements contained in the Partnership Agreement and have agreed that the Partnership Agreement shall not apply in respect of the Covid-19 Hospital Discharge Scheme. The financial arrangements in respect of the Covid-19 Hospital Discharge Scheme shall be as set out in Scheme Specification;
- 2.2 Except as amended by this Deed and as set out in clauses 2.1.1 to 2.1.2 above and the Schedules of this Deed, the Partnership Agreement shall continue in full force and effect and this Deed shall not release or lessen any accrued rights, obligations or liability of any of the Partners under the Partnership Agreement.

## **3 Term**

The Partners acknowledge agree and confirm that the variations set out in Clause 2 shall take effect as from the Operational Date and shall continue in effect until the Covid-19 Hospital Discharge Scheme is terminated or varied in accordance with the provisions set out in Schedule 1 to this Deed to reflect future arrangements following the end of the Enhanced Discharge Services Period.

## **4 General**

The provisions of the following clauses of the Partnership Agreement shall apply, mutatis mutandis, to this Deed: clause 10.5 (Shared data protection arrangements), clause 10.7 (Resolution of commissioning disputes between parties by mediation), and clause 27 (Notice).

## **5 Severance**

If any provision of this Deed, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Deed shall not thereby be affected.

## **6 Third party rights**

Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **7 Entire agreement**

- 7.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.
- 7.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the Partners.

## **8 Counterparts**

- 8.1 This Deed may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Partners shall constitute a full original of this Deed for all purposes.

## **9 Governing law and jurisdiction**

- 9.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 9.2 Subject to clause 10.7 (Resolution of commissioning disputes between parties by mediation) of the Partnership Agreement, the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

**IN WITNESS WHEREOF** this Deed has been executed by the Partners on the date of this Deed

THE CORPORATE SEAL of **THE COUNCIL OF [•]**  
was hereunto affixed in the presence of:

Signed for on behalf of **[•]**  
**CLINICAL COMMISSIONING GROUP**

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Authorised Signatory  
Signed by the authorised signatory of

DRAFT

## **Schedule 1 Individual Scheme Specifications**

The Partners have agreed the following new Individual Schemes and agreed the Scheme Specification as annexed to this Schedule:

- Covid-19 Hospital Discharge Scheme.

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## ANNEX – COVID-19 HOSPITAL DISCHARGE SCHEME SPECIFICATION

Unless the context otherwise requires, the defined terms used in this Scheme Specification shall have the meanings set out in the Agreement.

### **1 OVERVIEW OF INDIVIDUAL SERVICE**

- 1.1 This Service shall be known as the Covid-19 Hospital Discharge Service.
- 1.2 The Service is being introduced in response to the global Covid-19 pandemic and more specifically the Government's Discharge Requirements guidance to reduce pressure on those hospitals providing acute services.
- 1.3 The Partners have reviewed the Discharge Requirements and determined that the arrangements as set out in this Scheme Specification will permit them to implement the Discharge Requirements.
- 1.4 The CCG will be the lead commissioner for this Service and shall comply with the requirements of this Scheme Specification.
- 1.5 A pooled budget will be established into which the funding for this Service will be paid.
- 1.6 The Host Partner for the Pooled Fund is the CCG and the Pooled Fund Manager, being an officer of the Host Partner is the CCG Chief Finance Officer.

### **2 AIMS AND OUTCOMES**

- 2.1 The aims of the Covid-19 Hospital Discharge Service are:
  - 2.1.1 facilitating quick discharge of patients who are clinically suitable for discharge;
  - 2.1.2 facilitating rapid mobilisation of care and support packages;
  - 2.1.3 maintaining capacity in acute and community hospitals for the care of patients with Covid-19 who require hospitalisation;
  - 2.1.4 implementing the revised funding model for care and support packages in the Enhanced Discharge Services period

### **3 THE ARRANGEMENTS**

- 3.1 The Partners have agreed to implement the following arrangements in relation to the Covid-19 Hospital Discharge Service:
  - 3.1.1 lead commissioning; and
  - 3.1.2 the establishment of one or more Pooled Funds as may be required.

## **4 FUNCTIONS**

4.1 For the purposes of implementing the Partners agree that:

4.1.1 to the extent to which it may legally do so, the Council shall transfer responsibility to the CCG and the CCG agrees to exercise on the Council's behalf, the Council's functions to the extent necessary for the purposes of performing its obligations under this agreement in conjunction with NHS functions, and

4.1.2 to the extent to which it may legally do so, the CCG shall transfer responsibility to the Council and the Council agrees to exercise on the CCG's behalf, the CCG's functions to the extent necessary for the purposes of performing its obligations under this agreement in conjunction with Council functions.

In each case in so far as such services/provision to be necessary to meet the requirements of the person for whom the care and support is provided.

4.2 The Partners agree that the above delegation will:

4.2.1 likely lead to an improvement in the way in which these functions are discharged during the Covid-19 pandemic; and

4.2.2 likely to improve health and well-being of the person for whom the care and support is provided.

## **5 SERVICES**

5.1 Partners shall arrange for the provision of the following services under the Scheme:

5.1.1 Continuing Health Care;

5.1.2 Additional care home provision;

5.1.3 Domiciliary Care;

5.1.4 Reablement;

5.1.5 Additional direct payments;

5.1.6 Additional provision of equipment;

5.1.7 Discharge to Assess beds and associated medical cover;

5.1.8 Additional Continuing Health Care and Adult and Social Care workforce to support the recovery of the service;

5.1.9 Additional workforce to facilitate hospital discharge

5.2 Partners shall arrange the provision of services set out in 5.1 for the benefit of:

- 5.2.1 those persons the CCG has responsibility to provide services for under Sections 3(1A) and 3(1B) of the 2006 Act; and
- 5.2.2 those persons the Council has responsibility to provide services for and whose requirement for a Funded Package arises during the Enhanced Discharge Services Period.

## **6 COMMISSIONING, CONTRACTING, ACCESS**

### **6.1 Commissioning Arrangements**

*The Pooled Fund will operate through lead commissioner arrangements whereby the nominated lead commissioner enters into legal contract with a provider and the non lead commissioner cedes control over the end-contract.*

- 6.1.1 The Partners shall ensure that when commissioning Funded Packages it makes the patient and their families and/or carers aware that following the end of the Enhanced Discharge Services Period the patient may be required to pay for all or some of their future care needs.
- 6.1.2 Partners shall reimburse providers providing the Enhanced Discharge Support Services in a timely fashion paying particular attention to the financial pressures on providers during the Covid-19 pandemic.

## **7 FINANCIAL CONTRIBUTIONS**

- 7.1 The Covid-19 Hospital Discharge Scheme is being implemented in response to the Covid-19 pandemic and to give effect to the Discharge Requirements.
- 7.2 The Partners shall:
  - 7.2.1 comply with any requirements and any guidance issued by HM Government and/or the NHS relating to the funding of the Covid-19 Hospital Discharge Schemes; and
  - 7.2.2 work together in good faith to give effect to any such requirements and/or guidance.
- 7.3 The exact level of the CCG's contribution to the Pooled Fund is not known at this time. The CCG's contribution will be based on the monthly expenditure submissions to NHSE and completed by the CCG and the Council.
- 7.5 The CCG shall transfer their contributions into the Pooled Fund by 31 March 2021.

## **8 FINANCIAL GOVERNANCE ARRANGEMENTS**

- 8.1 The financial arrangements for the Covid-19 Hospital Discharge Scheme shall be conducted and managed in accordance with the Partnership Agreement with the following changes

## 8.2 Financial Management

Partners shall ensure that:

- 8.2.1 all support provided under the Covid-19 Hospital Discharge Scheme is recorded at individual level;
- 8.2.2 all agreed budgets funded through the Covid-19 Hospital Discharge Scheme are recorded at individual level;
- 8.2.3 any local authority funding, whether existing or new, which is transferred to Pooled Fund by the Council is separately identifiable and the support purchased with it is separately recorded;
- 8.2.4 all monitoring and/or reporting information required by the CCG to report to NHSE or the Department of Health and Social Care is provided to the CCG promptly and in any event within any time frames stipulated by the CCG.

## 8.3 Audit Arrangements

Partners will make available appropriate staff and all information required for audit purposes.

## 9 ASSURANCE AND MONITORING

Partners will ensure there is assurance and regular monitoring of the process through:

- 9.1.1 Weekly meetings between operational, commissioning and finance partners to support the timely discharge arrangements. Reviewing and implementing national guidance at a local level and providing strategic oversight of the implementation of the Hospital Discharge Scheme.
- 9.1.2 Regular reporting via Business Intelligence of individuals in receipt of services within the hospital discharge scheme. Information shared between partners to support individuals care pathways and recommissioning of services through a joint assessment process.
- 9.1.3 Regular monitoring undertaken of numbers of individuals within the scheme with timelines agreed to ensure national guidance conditions met.
- 9.1.4 Practice Scrutiny Group formed within the Council, meeting weekly, to review Hospital Discharge Scheme clients who are eligible for Council support, to ensure onward commissioning of services meets the outcomes of the individual while maintain value for money within the commissioned services.

## 10 INTERNAL APPROVALS

- 10.1 Partners will maintain and follow their existing internal control procedures and policies.

## **11 RISK AND BENEFIT SHARE ARRANGEMENTS**

- 11.1 This risk of non-reimbursement of contributions into the Pooled Budget is borne by the partner to whom the non-reimbursement relates.

## **12 DURATION AND EXIT STRATEGY**

- 12.1 The arrangements for the Covid-19 Hospital Discharge Scheme may only be varied:

12.1.1 in accordance with the variation provisions in the Partnership Agreement; and

12.1.2 where such variation complies with the requirements of the Discharge Requirements and/or any Future Discharge Requirements.

- 12.2 This Scheme may not be terminated otherwise than in accordance with clause 3 of this deed.

- 12.3 The Covid-19 Hospital Discharge Scheme shall, unless varied to give effect to Future Discharge Requirements, terminate on the date on which the Discharge Requirements cease to apply.

- 12.4 The Partners acknowledge that as at the date of this Agreement they are not in a position to determine all the exit arrangement for the Covid-19 Hospital Discharge Scheme. The Partners agree that:

12.4.1 keep under review the Discharge Requirements and any Future Discharge Requirements;

12.4.2 consider how to give effect to the requirements of any Future Discharge Requirements, where relevant; and

12.4.3 develop and agree an exit plan in relation to the Enhanced Discharge Services Scheme which shall take into account and identify, where relevant,:

- (a) appropriate mechanisms for maintaining service provision;
- (b) responsibilities for debts and ongoing service contracts;
- (c) responsibility for any liabilities which have been accrued by the Host Partner/Lead Commissioner;
- (d) record keeping arrangements;
- (e) information sharing arrangements and requirements;
- (f) staffing arrangements;
- (g) appropriate processes to be initiated in the run up to and following the end of the Enhanced Discharge Services Period.

12.5 The Partners further agree that they shall within 30 days of being notified of the end date for the Enhanced Discharge Support Service the Partners shall:

12.5.1 implement any agreed exit plan or in the absence of an agreed exit plan agree and implement such a plan which shall include, as a minimum, arrangements to transfer to the existing Funded Packages onto the future funding arrangements; and

12.5.2 consider the need for any other Individual Schemes to be introduced as a result of this termination of this Scheme.

12.6 The monies in the Pooled Fund which have been made available by the NHS pursuant to the Discharge Requirements may only be used to pay for the costs of those services as detailed in Hospital Discharge guidance issued by HM Government and or the NHS

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