

Title of Meeting:	NY CCG Governing Body			Agenda Item: 6.1									
Date of Meeting:	25 February 2021												
Paper Title:	Finance Update and Section 75 for Contract Variation for Approval			<table border="1"> <tr> <th colspan="2">Session (Tick)</th> </tr> <tr> <td>Public</td> <td>X</td> </tr> <tr> <td>Private</td> <td></td> </tr> <tr> <td>Development Session</td> <td></td> </tr> </table>		Session (Tick)		Public	X	Private		Development Session	
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Responsible Governing Body Member Lead Jane Hawcard, Chief Finance Officer			Report Author and Job Title Jane Hawcard, Chief Finance Officer										
Purpose – this paper is for:	<table border="1"> <tr> <th>Decision</th> <th>Discussion</th> <th>Assurance</th> <th>Information</th> </tr> <tr> <td>X</td> <td></td> <td></td> <td></td> </tr> </table>	Decision	Discussion	Assurance	Information	X							
Decision	Discussion	Assurance	Information										
X													
Has the report (or variation of it) been presented to another Committee / Meeting? If yes, state the Committee / Meeting: Yes. A version of this paper has been to FPCCC.													
Executive Summary The purpose of this report is to: <ol style="list-style-type: none"> 1. Provide an update on the financial position; and 2. Review a recommendation made by FPCCC for the Governing Body to approve a contract variation to the Section 75 (S75) Better Care Fund (BCF) Agreement with North Yorkshire County Council in relation to the statutory discharge arrangements relating to the COVID-19 guidance. 													
Recommendations The Governing Body is being asking: To note: <ul style="list-style-type: none"> • Financial performance to month 9 • The current QIPP position and work ongoing for next years plan • The current covid19 costs incurred to date • New allocations received in months 8&9 • Planning for 2021/22 and the Indicative draft plan for Q1 To Approve: <ul style="list-style-type: none"> • Section 75 variation to the 2020/21 Better Care Fund Section 75 agreement to formalise the hospital discharge programme pooling arrangements. 													
Monitoring Through the Finance, Performance, Contracting and Commissioning Committee.													
CCG Strategic Objectives Supported by this Paper													
	CCG Strategic Objectives				X								
1	Strategic Commissioning: <ul style="list-style-type: none"> • To take the lead in planning and commissioning care for the population of North Yorkshire by providing a whole system approach and to support the development of general practice. • To make the best use of resources by bringing together other NHS organisations, local authorities and the third sector to work in partnership on improving health and care. • To develop alliances of NHS providers that work together to deliver care through collaboration rather than competition. 												
2	Acute Commissioning: We will ensure access to high quality hospital-based care when needed.												
3	Engagement with Patients and Stakeholders: We will build strong and effective relationships with all our communities and partners.												
4	Financial Sustainability: We will work with partners to transform models of care to deliver affordable, quality and sustainable services.				X								
5	Integrated / Community Care: With our partners and people living in North Yorkshire we will enable healthy communities through integrated models of care.												
6	Vulnerable People: We will support everyone to thrive [in the community].												

7	Well-Governed and Adaptable Organisation: In supporting our objectives we will be a well-governed and transparent organisation that promotes a supportive learning environment.	X
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CCG Values underpinned in this paper

	CCG Values	X
1	Collaboration	X
2	Compassion	
3	Empowerment	
4	Inclusivity	
5	Quality	
6	Respect	

Does this paper provide evidence of assurance against the Governing Body Assurance Framework?

YES		NO	X
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If yes, please indicate which principle risk and outline

Principle Risk No	Principle Risk Outline

Any statutory / regulatory / legal / NHS Constitution implications	Statutory requirement to break even and comply with the government guidance on the Hospital Discharge Programme and COVID-19 Expenditure regime.
Management of Conflicts of Interest	No conflicts of interest have been identified prior to the meeting.
Communication / Public & Patient Engagement	N/A
Financial / resource implications	Financial implications are detailed within the paper.
Outcome of Impact Assessments completed	N/A

Jane Hawkard, Chief Finance Officer

1. Month 9 Performance

Table 1 below shows the month 9 tear to date (YTD) reported deficit position of £7.52m. At the time of reporting covid19 hospital discharge programme (HDP) top-up resource allocation from months 7-9 were still outstanding. £6.17m for months 7 & 8 has now been received in the month 10 allocations and adjusted for at the end of table 1. This still leaves £1.33m outstanding for month 9, which is expected to form part of resource allocations in M11.

It is worth noting that under the current financial regime (months 7-12) CCGs now only receive additional top-up funding to cover the HDP. All other costs are to be funded from the CCG's budget allocation, with no further top-up funding available.

Table 1 – YTD Position	YTD - Months 1 to 9			Covid19 Costs £000s
	Bud £000s	Actual £000s	Var £000s	
Acute Services	281,836	281,829	7	-
Mental Health Services	48,272	48,271	1	-
Community Health Services	41,385	41,446	(61)	22
Continuing Care Services	45,757	46,304	(547)	2,720
Primary Care Services	14,361	14,310	51	1,790
Prescribing	56,714	56,714	-	-
Primary Care Co-Commissioning	50,646	50,657	(11)	9
Other Programme Services	30,376	37,325	(6,949)	19,858
Total Commissioning Services	569,346	576,855	(7,509)	24,419
Running Costs (ISFE)	5,905	5,913	(8)	
CCG Net Expenditure reported at M9	575,250	582,767	(7,517)	
Covid19 M7 allocation (received in M10)	3,205		3,205	
Covid19 M8 allocation (received in M10)	2,981		2,981	
Current Month 9 Position (Underspend)/Deficit			1,331	

1.1 Explanation of Under/Over Spends Against Budgets

Acute Services

- Slight underspend arises due to minimal spend on non-contracted activity (NCAs) and overseas visitors offset largely by spend within the independent sector.

Mental Health Services

- Underspends emerging on out of area placements but expenditure overall currently in line with budget.

Community Services

- The £61k overspend mainly relates to increased activity against the Wheelchair Contract £53k.

Continuing Care Services

- Overspend arises from covid19 costs and the non-delivery of the savings programme.

Primary Care Services

- The £51k overspend is a combination of COVID spend still to be reimbursed £42k, and the release of slippage against budgets in the following areas Home Oxygen £175k, Locally Enhanced Services £200k, Out of Hours £131k, plus additional income for the NY&Y shared Medicines Management Team £43k. This has been offset by the part year effect of the following pressures, financial support to Central Healthcare to enable the practice to implement the required CQC recommendations, and a provision for an anticipated 19/20 credit note for £167k.

Prescribing

- Prescribing costs are currently in line with resource allocations. It is worth noting that actual costs are 2 months in arrears and therefore months 8 & 9 are estimated costs based on months 1-7 spend.

Primary Care Co-Commissioning

- Slight overspend arises from the impact of the original resource allocation pressure for 2020/21.

Other Programme Services

- The CCG is anticipating £7,176k of COVID reimbursement in this area. Within this year to date position the CCG is also reporting slippage against the following budget areas, driven by a reduction in activity due to COVID and the change in the financial regime and block payments made to NHS providers (Patient Transport Services £157k, Specialist Brain Rehab £164k (NHS Trusts are currently being reimbursed through their local system and are not invoicing the responsible CCG), and £152k following the cessation of the Harrogate referral service). The CCG has also released £632k of 19/20 benefits now final 19/20 Acute positions have been agreed, and a number of invoices disputes have been resolved.
- Underspends are offset by increasing costs of discharge pathways as agreed with North Yorkshire County Council through the BCF mechanism.

1.3 Month 9 Agreement of Balances

A month 9 agreement of balances between NHS Providers is being undertaken in January/February 2021. This includes the matching of Debtor and Creditor Balances and Expenditure and Income values between NHS bodies.

To date we have submitted NY CCG balances into NHS England and have received back the 1st draft of debtor and creditor balances which do not match. There will be a second submission in mid February where the mismatches are expected to reduce following work with providers.

An explanation of each difference has been reported through to the Finance Performance Commissioning & Contracting Committee (FPCCC). The largest differences at first submission are due to the differences in accounting for the prepayment of month 10 block contract in month 9 as directed by NHSE. These differences will be adjusted for in the second submission.

2 Quality, Innovation, Productivity , Prevention (QIPP) Savings Plan Update

This section provides an update on progress being made on the CCG's Transformation and Delivery Programme including the CCGs savings for 2020/21.

2.1 Quality, Innovation, Productivity , Prevention (QIPP) Savings Plan 2020/21

The original QIPP plan for the CCG was £20.3 million. Due to Covid Providers and commissioners alike have been focussed on managing the Pandemic rather than efficiency programmes. There has continued to be some progress made as follows.

The current estimated savings in 2020/21 from Medicines Management schemes are estimated to be £1.8m. These savings have continued to be generated through rebate schemes and switches to better value for money alternatives. Savings from running and management costs are forecast to be £350k.

2.2 QIPP Planning for 2021/22

Teams across the CCG are actively focusing on delivering a recovery in activity levels across all settings and ensuring that the Covid 19 vaccination programme is successfully implemented. This combined with the changes to the planning timeline for health systems has meant the development of QIPP proposals has taken a lower precedence throughout 2020/21.

Recognising the changing priorities and efforts, the Chief Finance Officer and the Deputy Director of Business Change and Planning have reviewed the current draft QIPP programme to identify a reduced set of higher priority schemes. The basis of this revised list is how developed a proposal is and/or how quickly the scheme could be implemented. These updates will be reviewed in detail with scheme leads as capacity allows but the current summary of potential savings is as follows:

Area	Amount – Min (£k)	Amount – Max (£k)
Total	£3,418	£6,364

Within the values above there are three key areas of focus as previously agreed with the NHSE Improvement Team and Clinical Executive, CVD, MSK and Respiratory. Some work has continued with GP and commissioning leads on these areas which will be reviewed again once the Covid surge has subsided.

The next phase of work includes:

- A review of the updated QIPP list with scheme leads.
- Continue to develop 2021/22 QIPP proposals through Transformation and Financial Recovery Group.
- Continue to monitor confirmed 2020/21 savings.

3 Covid19 Expenditure Update

Spend for the first 9 months of this financial year now stands at £24.4m, split into £5.227m directly incurred through the CCG (£2.7m relating to primary care and £1.6m to end of life care on discharge), £18.297m indirectly incurred through North Yorkshire County Council (NYCC) for hospital discharge, and £0.9m of pass-through funding costs. Expenditure other than that relating to the hospital discharge team and packages of care upon discharge has reduced to near zero from October 2021.

A detailed breakdown of costs incurred directly by the CCG continues to go to the weekly Directors meeting for approval and to all FPCCC meetings.

4 New Allocations

A number of new allocations have been received during months 8 & 9. Including funding streams which are expected to deliver a number of initiatives where the funding has been directed to the required Providers.

These include:

£1.2m to general practice primary care to assist with the Covid pandemic and specifically to enable recruitment of extra staff and expanded staff hours

£0.3m for PCN Organisational development

£0.25m for the Mental health resilience hub

£0.13m to initiate long covid clinics

5 Financial Planning for 2021/22

5.1 Planning for 2021/22

NHSE has suspended work on planning for 2021/22 until the current Covid surge is over.

Quarter1 allocations are expected to be the same as for Q4 except that the Hospital Discharge Programme (HDP) is expected to end on 31st March 2021. Allocations are expected to be communicated in mid- March.

The impact of the cessation of the HDP will mainly be the cost of packages of care for the first 6 weeks patients discharged, relating to health. There is work ongoing with the Local Authority to understand whether continuation of a pooling arrangement is possible and favourable.

It is currently expected that within Q1 we will then be able to plan for Q2 to Q4 based on a set of national planning assumptions which are not yet defined.

A draft indicative plan has been produced to provide the Governing Body with assurance that once the allocations are communicated we will be able to quickly review and put forward a budget for approval. The Q1 Draft Indicative Plan is set out in Appendix 1 to this report with a set of assumptions it is based on. The plan was reviewed at the FPCC Committee on the 18th of February.

Planning for Q2-Q4

Planning for Q2-Q4 will begin once the planning guidance is issued, expected in April. In advance of this the finance team are working to understand any underlying changes in costs which may be recurrent due to the 2020/21 year and changes put in place due to Covid. The same exercise is being undertaken across the main Providers and Commissioners in North Yorkshire and will significantly aid the speed of planning for the second part of next year.

6. Section 75 Contract Variation

6.1 Contract Variation

A contract variation to the Section 75 (S75) Better Care Fund (BCF) Agreement with North Yorkshire County Council in relation to the statutory discharge arrangements relating to the Covid guidance requires Governing Body approval.

FPCCC has reviewed and recommends that Governing Body approve the contract variation.

In March 2020 new guidance was issued with regards to hospital discharge and pooling arrangements between CCGs and Local Authorities. The FPCCC received a paper setting out how North Yorkshire CCG and North Yorkshire County Council would operate the discharge scheme and financial pooling arrangements. The principles and processes set out in the paper were approved by FPCC and have been communicated to the Governing Body in subsequent Finance Updates.

The Contract Variation (CV) set out in **Appendix 2** formalise the contract arrangement. The CV is a standard worded document with the principles document enclosed together with the original guidance from March 2020.

The principles document sets out that if guidance changes we will take account of it in the ongoing pooling arrangement which we have done.

FPCCC also receive regular updates on the hospital discharge scheme in the finance reports to the Committee.

6.2 Enhanced Discharge in Q4

The CCG has worked effectively through 2020/21 to enhance hospital discharge. This has included an agreement to fund increased healthcare and re-ablement services through the BCF transformation fund and expand and transform the North Yorkshire approach regarding a 'home first' approach.

This is in response to the increasing numbers of patients requiring faster discharge from hospital through Q4 due to the unprecedented peak in Covid positive patients in hospital. Funding of £300k per month for December to March was agreed through FPCCC to support this transformation work and speed up discharge in relation to the NHSE letter of the 23rd December on **COVID-19 Hospital discharge and recovery services**. The investment will support the delivery against improvement targets set out in the letter to reduce the number of patients for each acute hospital site for 14+ days and 21+ days length of stay and the percentage of people not meeting the 'reasons to reside criteria', discharged each day by 5pm.

Funding for this initiative is available through underspends on current budgets impacted by the significant surge in Covid above previous expected levels (PTS 373k, Overseas visitors 340k, Out of Area placements 203k and underspends on the oxygen budget of 247k).

The initiative will be managed and monitored through the BCF section 75 contract arrangements and through the NY&Y System Delivery Exec and Silver Command structure.

Jane Hawcard
Chief Finance Officer

Financial Planning for Q1 2021/22

The Draft Indicative Plan below is based on the following assumptions:

- i. We can expect Q1 allocations to be based on the 2020/21 M7-12 plan and subsequent allocations.
- ii. The latest guidance on the funding of the Hospital Discharge Programme (HDP) is that Scheme 1 funding will end on the 31st March 2021 as expected and that Scheme 2 will also end on the 31st March with any packages of care beginning up to 6 weeks earlier being honoured for a six week period. This effectively means that a patient discharged on the 31st March will still have the first 6 weeks of the care funded from the national HDP funding.
- iii. There is an expectation that Covid related costs will reduce due to the one-off set up type nature of some of the expenditure, for example, building screens and zoning areas.
- iv. The allocations will be fixed for Q1.
- v. The mental health investment standard (MHIS) will still be a requirement of the 2021/22 year.
- vi. A national budget of £500m and £1bn has been created for mental health recovery and acute elective recovery with more information to follow.
- vii. Any non-recurrent Covid allocation received into the system will need to be reviewed again by the system partners and an agreed distribution made. Any allocation agreed for NY CCG will be managed as a separate budget and expenditure plans agreed in advance so as not to overspend.
- viii. Any growth allocated to the NY&Y system will need to be reviewed again by the system partners and an agreed distribution made. The indicative plan includes the expectation that NY will again receive the growth allocation received in 2020/21 but no assumption of growth is included in the 21/22 plan as this would be agreed with system partners.
- ix. NHS Providers will continue to receive NHSE/I agreed block payments
- x. Primary Care Co-Commissioning allocations received for the Impact & Investment Fund, Care Homes Premium & other increases in practice funding will be allocated and accounted for as and when they are notified in year.
- xi. Primary Care Co-Commissioning costs of additional roles is not included in the Q1 expenditure plan, but is expected to be funded through centrally held PCN funding as and when posts are filled.
- xii. It is acknowledged that the focus on managing Covid and recovery of elective care has meant that capacity has not been available to focus on cost reduction, particularly in Providers. Transformation has however been effected at a rapid pace in terms of moving to digital consultations, advice and guidance, digital referral mechanism, improving clinical input into care homes and developing new services such as pulse oximetry and long Covid services.
- xiii. The Q1 2021/22 plan therefore does not include any specific reductions of budgets for QIPP other than in relation to prescribing.
- xiv. The ending of the hospital discharge programme is likely to increase costs against the CHC budget. The finance team are currently working on clarifying a more detailed estimate of likely spend, again this will need to be managed within the total fixed allocation and is one of the reasons why it is important that the CCG does receive a growth allocation. There are underspends against some budget lines in the M7-12 plan (such as PTS, overseas visitors, out of area placements) which we expect will continue and may be able to cover any increase in CHC costs.

The indicative draft plan shows a balanced position and does not include quantified risks as et with regards to:

- Managing increases in CHC spend above budget
- Covid costs above any Covid allocation received (which is not yet known)
- The impact of any reduction in the previous growth allocation

	Plan		Opening Plan			Draft Plan V1		Explanation of Adjustments
North Yorkshire CCG 2021/22 Q1 Indicative Draft Plan	2020/21		2021/22	Budget	Allocation	2021/22		
	M7-12		Q1	Adj	adj	Q1		
	£'000		£'000	£000	£000	£'000		
Expected Allocation								
Programme allocation	300,997		150,499			150,499		
Primary Care Delegated allocation	32,123		16,062			16,062		
Running Costs allocation	3,932		1,966			1,966		
CCG Adjustments to Breakeven (True Up)	13,178		6,589			6,589		
COVID - NY system allocation agreed	1,960		980		-980	0		Any Covid allocation is expected to be made to the NY&Y system for agreement on how this would be split
Growth - NY system M6-12 2020/21 allocation	2,422		1,211			1,211		Growth received in 20/21 is built into base budgets and is assumed to be received again
Growth - NY system Q1 2021/22 allocation						0		Any Growth allocation is expected to be made to the NY&Y system for agreement on how this would be split
Total In-Year allocation	354,612		177,306	0	(980)	176,326		
Expenditure								
Acute	175,294		87,647	77		87,724		
Mental Health	32,225		16,113	35	(138)	16,010		Non recurrent 20/21 Strategic Development Funding (SDF) taken out of the plan
Community	27,933		13,967	(285)		13,681		
Continuing Care	27,710		13,855			13,855		
Primary Care	44,282		22,141	162		22,303		
Other Programme	10,539		5,269	11	(980)	4,300		Reduction in costs required dependent upon Covid
Primary Care Co-Commissioning	34,244		17,122		(636)	16,486		Non recurrent 20/21 Strategic Development Funding (SDF) taken out of the plan
Total Programme Costs	352,227		176,114	(0)	(1,754)	174,360		
Running Costs	3,932		1,966			1,966		
Contingency	0		0			0		
Total Costs	356,159		178,080	(0)	(1,754)	176,326		
Underspend/(Deficit) In-Year Movement	(1,547)		(774)	0		(0)		
Mitigation (to be confirmed):								
Conditional Strategic Development Funding (SDF) at risk in M7-12 since received	275		138					
Primary Care Strategic Development Funding (SDF) at risk in M7-12 since received	484		242					
Additional PCN roles expenditure expected to be funded nationally IF incurred	788		394					

Dated 2021

- (1) North Yorkshire County Council**
- (2) North Yorkshire Clinical Commissioning Group**

Variation to Section 75 Framework Partnership Agreement

relating to the commissioning of Health and Social Care Services

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THIS DEED OF VARIATION is made on

day of

2020

PARTIES

- (1) North Yorkshire County Council of County Hall Northallerton, North Yorkshire, DL7 8AD (the “Council”); and
- (2) North Yorkshire Clinical Commissioning Group of 1 Grimbald Crag Court, St James Business Park, Knaresborough HG5 8QB (the “CCG”)

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

BACKGROUND

- (A) North Yorkshire County Council and NHS Airedale, Wharfedale and Craven Clinical Commissioning Group (AWC CCG) (now known as Bradford District and Craven CCG); NHS Hambleton, Richmondshire and Whitby Clinical Commissioning Group (HRW CCG); NHS Harrogate and Rural District Clinical Commissioning Group (HaRD CCG); NHS Scarborough and Ryedale Clinical Commissioning Group (SR CCG); and NHS Vale of York Clinical Commissioning Group (VoY CCG) entered into a Framework Partnership Agreement relating to the commissioning of health and social care services on 29th November, 2019 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”).
- (B) NHS Hambleton, Richmondshire and Whitby Clinical Commissioning Group (HRW CCG); NHS Harrogate and Rural District Clinical Commissioning Group (HaRD CCG); NHS Scarborough and Ryedale Clinical Commissioning Group (SR CCG); have subsequently undergone a merger statutory reorganisation. The rights and obligations of the above organisations under the Partnership Agreement transferred as a matter of law/ were novated to North Yorkshire Clinical Commissioning Group on 1st April, 2020.
- (C) 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 19th 2020.
- (D) 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.
- (E) 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.
- (F) 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 [North Yorkshire Clinical

Commissioning Group] 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.

- (G) 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 Funding Principles	means the COVID-19 Funding Principles Joint Finance Arrangements/ Agreement document dated March 2020 as set out in the Annex to this Deed.
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 th March 2020.
Effective Date	means the date of this Deed.
Enhanced Discharge Services Period	means the period from 19 th 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 means:

Packages

- 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 means any subsequent directions and/or guidance

Requirements issued by HM Government and or the NHS in relation to the continuation, variation or cessation of the Discharge Requirements.

Operational means 19th March 2020.

Date

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 in accordance with clause 30 (Variation) of the Partnership Agreement (which provides that any variation shall be recorded in writing and signed for and on behalf of each of the Partners) that the Partnership Agreement shall be amended on the Effective Date as follows:

2.1.1 The Partnership Agreement shall be varied in accordance with Schedule 1 of this Deed. The Partners have agreed to amend [Part 2 of] 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 2 (Amendments to Existing Scheme Specifications) of this Deed and agree the **Covid-19 Funding Principles also as set out in Schedule 2 of this Deed.**

2.1.2 The Partners have agreed to vary Schedule 2 (Governance) to the Partnership Agreement as set out in Schedule 3 (Governance) of this Deed.

2.1.3 The Partners have reviewed the financial arrangements contained in the Partnership Agreement and have agreed that the Schedule 3 (Risk Share and Overspends) to 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;

2.1.4 The Partnership Agreement shall be varied as set out in Schedule 4 (Other Amendments) of this Deed.

- 2.2 Except as amended by this Deed and as set out in clauses 2.1.1 to 2.1.5 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 2 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 15 (Audit and Access Rights), clause 23 (Dispute Resolution Procedure), clause 25 (Confidentiality) clause 26(Freedom of Information and Environmental Protection Regulations), clause 29 (Notices) and clause 34 (Assignment and Sub-Contracting).

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

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 23 (Dispute Resolution) 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

Authorised Signatory
Signed by the authorised signatory of

Schedule 1 Amendments to the Partnership Agreement

There are no changes to the main body of the Partnership Agreement dated 29th November, 2019.

Schedule 2 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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discharge_service_re

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Covid-19 Funding Principles



NYCCG - COVID-19
FUNDING PRINCIPLE

Schedule 3 Governance

- 1. The Partners agree that the provisions of Schedule 3 of Better Care Fund 2019-20 section 75 do not apply to the Covid-19 Hospital Discharge Scheme and that the governance arrangements relating to that Scheme are as set out in the Scheme Specification (Schedule 2 above).**

Schedule 4 Other Amendments

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 Council 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 COVID-19 FUNDING PRINCIPLES JOINT FINANCE ARRANGEMENTS/AGREEMENT is jointly the Council and CCG and the Pooled Fund Manager, jointly held between the North Yorkshire County Council and North Yorkshire Clinical Commissioning Group.

2 AIMS AND OUTCOMES

- facilitating quick discharge of patients who are clinically suitable for discharge;
- facilitating rapid mobilisation of care and support packages;
- maintaining capacity in acute and community hospitals for the care of patients with Covid-19 who require hospitalisation;
- 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 and/or Non Pooled Funds as may be required.

4 FUNCTIONS

- 4.1 For the purposes of implementing this Scheme the CCG delegates to the Council its functions under:

- 4.1.1 section 3(1)(b) of the 2006 Act of arranging for the provision of other accommodation for the purpose of any service provided under the 2006 Act;
- 4.1.2 section 3(1)(e) of the 2006 Act of arranging for the provision of such other services or facilities for the prevention of illness, the care of persons suffering from illness, and the after-care of persons who have suffered from illness as are appropriate as part of the health service; [and

In each case in so far as the Council considers 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 from the CCG to the Council 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 improve health and well-being.

5 SERVICES

- 5.1 The Council shall arrange for the provision of the following services:
 - 5.1.1 Enhanced Discharge Support Services
 - 5.2 The Council shall arrange the provision of the Enhanced Discharge Support Services 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

- 6.1.1 The Council 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.

6.2 Contracting Arrangements

- 6.2.1 The Council shall ensure that it reimburses those 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. In complying with this obligation the Council shall refer to guidance issued by the Local Government Association, ADASS, and the Care Provider Alliance on social care provider resilience during Covid-19.

The Council will also ensure that all recharges to the CCG are made in a timely manner to ensure that the CCG can apply for reimbursement from NHS England within their agreed timescales. The council should ensure that monthly invoices are provided within 30 days of each month end and ensure that include all necessary costs as agree in the arrangement.

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 During the Enhanced Discharge Services Period there will no eligibility assessments for beneficiaries of the services provided under the Covid-19 Hospital Discharge Scheme and the cost of care packages or enhancements to existing packages under the Covid-19 Hospital Discharge Scheme shall be fully funded from central funding provided to the CCG by NHS England & Improvement. However, the Council is making contributions to the Pooled Fund as set out in paragraphs 7.6 and 7.7 below.
- 7.3 The Partners shall:
- 7.3.1 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 Scheme after the end of the Enhanced Discharge Services Period; and
 - 7.3.2 work together in good faith to give effect to any such requirements and/or guidance.
- 7.4 The exact level of the CCG's contribution to Pooled Fund is not known at this time. The CCG's contribution will be based on the monthly expenditure submissions to NHS E&I and completed by the CCG and the Council.
- 7.5 The CCG shall transfer their contributions into Pooled Fund on a month by month basis on agreement of the costs for the month.
- 7.6 The level of the Council's contribution to Pooled Fund over the Emergency Discharge Services Period is expected to be the net budget level of 1/12th of the expected spend on discharges per month. However, the Partners shall meet on a regular basis (or more frequently if the Partners consider it necessary) to discuss and agree the level of the Council's contribution to the Pooled Fund during the Emergency Discharge Services Period. The Partners shall in reaching agreement on the level of Council funding to be provided take into account the cost of new and enhanced packages of care and support that the Council would ordinarily have expected to fund during this period.
- 7.7 The Council shall transfer their contributions into Pooled Fund the net budget level of 1/12th of the expected spend on discharges by/on 1st April, 2020.

8 FINANCIAL GOVERNANCE ARRANGEMENTS

- 8.1 The financial arrangements for the Covid-19 Hospital Discharge Scheme shall be conducted/managed in accordance with the following changes or the financial governance arrangements for Individual Schemes as set out in the Partnership Agreement shall not apply to the Covid-19 Hospital Discharge Scheme. The financial arrangements for the Covid-19 Hospital Discharge Scheme are as follows:
- 8.3 Audit Arrangements
- Audit arrangements will be in accordance to internal audit plans of both organisations
- 8.4 Financial Management
- The Council shall ensure that:

8.4.1 all support provided under the Covid-19 Hospital Discharge Scheme is recorded at individual level;

8.4.2 all monitoring and/or reporting information required by the CCG to report to NHSE&I 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.

9 VAT

The Partners shall agree the treatment of each Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Customs and Excise.

10 GOVERNANCE ARRANGEMENTS

10.1 Governance arrangements are covered by the Covid-19 Funding Principles to provide support to the care market through the Covid emergency period.

11 ASSURANCE AND MONITORING

11.1 Assurance and monitoring arrangements are covered by the Covid-19 Funding Principles to provide support to the care market through the Covid emergency period.

12 LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
NY County Council	Gary Fielding	County Hall Northallerton, North Yorkshire, DL7 8AD		Gary.Fielding@northyorks.gov.uk
NY County Council	Richard Webb	County Hall Northallerton, North Yorkshire, DL7 8AD		Richard.Webb@northyorks.gov.uk
NY CCG	Julie Warren	1 Grimbald Crag Court St James Business Park Knaresborough HG5 8QB		Julie.Warren@nhs.net
NY CCG	Jane Hawkard	1 Grimbald Crag Court St James Business Park		Jane.Hawkard@nhs.net

Partner	Name of Lead Officer	Address	Telephone Number	Email Address
		Knaresborough HG5 8QB		
NHS Vale of York CCG	Simon Bell	West Offices Station Rise, York YO1 6GA		Simon.Bell@nhs.net
Bradford & Craven CCG	Robert Madden	Scorex House (West) 1 Bolton Road Bradford BD1 4AS		Robert.Madden@Bradford.nhs.uk

13 INTERNAL APPROVALS

- 13.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective Standing Orders and Standing Financial Instructions).
- 13.2 The Partners have agreed the Covid-19 Funding Principles document through their own governance processes.

14 INFORMATION SHARING AND COMMUNICATION

- 14.1 Information sharing arrangements are contained in the COVID 19 Funding Principle document (schedule 2) to enable the smooth running of the joint emergency response through a set of simple agreements and working processes based on known guidance.

15 DURATION AND EXIT STRATEGY

- 15.1 The arrangements for the Covid-19 Hospital Discharge Scheme may only be varied:
- 15.1.1 in accordance with the variation provisions in the Partnership Agreement; and
- 15.1.2 where such variation complies with the requirements of the Discharge Requirements and/or any Future Discharge Requirements.
- 15.2 This Scheme may not be terminated otherwise than in accordance with paragraph 15.3.
- 15.3 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.
- 15.4 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 except as otherwise set out in this clause 10 they shall:

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

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

15.4.3 develop and agree an exit/transfer plan in relation to the end/variation of the Enhanced Discharge Services Scheme which shall take into account and identify, where relevant,:

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

15.5 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 meet to:

15.5.1 implement any agreed exit/transfer plan or in the absence of an agreed exit/transfer 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

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

15.6 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 which are listed in Annex A to the Covid-19 Financial Reporting Guidance as being eligible for this funding.