



Date: Thursday, 4 March 2021

Time: 9.30 am

Venue: Shrewsbury Room, Shirehall, Abbey Foregate, Shrewsbury, Shropshire,  
SY2 6ND

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## HEALTH AND WELLBEING BOARD

### TO FOLLOW REPORT (S)

#### 5 **System update (Pages 1 - 28)**

Regular update reports to the Health and Wellbeing Board are attached:

##### **STP Update**

Report to follow.  
Contact: Nicky O'Connor, Shropshire STP

##### **Better Care Fund**

Report to follow.  
Contact: Penny Bason, STP Programme Manager/ COVID Community  
Response Lead  
Tanya Miles, Director of Adult Services, Housing & Public Health, Shropshire  
Council

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Shropshire Clinical Commissioning Group



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## Shropshire Council Health and Wellbeing Board

**Meeting Date: 4 March 2021**

**Paper title: Sustainability and Transformation Partnership (STP) update**

**Responsible Officer: Nicky O'Connor**

**Email: [nicky.oconnor@nhs.net](mailto:nicky.oconnor@nhs.net)**

### 1. Summary

This paper provides a regular update from the Sustainability and Transformation Partnership. It covers ICS development and Winter Planning, including Covid 19 and the vaccination programme.

### 2. Recommendations

The Health and Wellbeing Board is asked to receive the update which will be accompanied by a brief presentation at the HWBB meeting to provide up to date information on the STP and provide an opportunity for questions and discussion.

## REPORT

### Integrated Care System development

By April 2021, Integrated Care Systems (ICS) will cover the whole country, growing out of the current network of Sustainability and Transformations Partnerships. The regulatory requirements are set out in within the NHS Long Term Plan (2019).

Partnerships will evolve to form an integrated care system, a new type of even closer collaboration with NHS organisations, in partnership with local councils and others, take collective responsibility for managing resources, delivering NHS standards, and improving the health of the population they serve.

Under this system, local services can provide better and more joined-up care for patients when different organisations work together in this way. For staff, improved collaboration can help to make it easier to work with colleagues from other organisations and systems can better understand data about local people's health, allowing them to provide care that is tailored to individual needs.

Working alongside councils and drawing on the expertise of others such as local charities and community groups, the NHS can help people to live healthier lives for longer, and to stay out of hospital when they do not need to be there. In return, integrated care system leaders gain greater freedoms to manage the operational and financial performance of services in their area.

## White Paper - Working together to improve health and social care for all

On 11th February 2021, the Government published a white paper setting out proposals for health and care integration. The paper set out legislative proposals for a Health and Care Bill. It builds on the collaborations we have seen over the past few years, through COVID to shape a system that's better able to serve people in a fast-changing world.

At its heart, however, this bill is about supporting health and care system working.

The proposals build on the NHS Long Term Plan. They aim to:

- Remove the barriers that stop the system from being truly integrated, help integrated care systems play a greater role, delivering the best possible care, with different parts of the NHS joining up better; and the NHS and local government forming partnerships to address some of society's most complex health problems.
- Use legislation to remove transactional bureaucracy that has made decision making harder setting out a more joined-up approach built on collaborative relationships, so that more strategic decisions can be taken to shape local health and care. It's about population health: using the collective resources of the local system, NHS, local authorities, the voluntary sector and others to improve the health of local areas.
- Ensure a system that is more accountable and responsive to the people that work in it and the people that use it.

Link to the White Paper:

<https://www.gov.uk/government/publications/working-together-to-improve-healthand-social-care-for-all>

## The Integrated Care System Delivery Plan

Shropshire, Telford & Wrekin STP is currently undergoing NHS England and Improvement (NHSEI) assurance and is on track to become an ICS in shadow form in April 2021 as planned.

As part of that assurance process Shropshire, Telford & Wrekin STP submitted to NHSEI a delivery plan for the year ahead which aims to demonstrate our achievements to date and ability to further achieve against four key domains:

- System leadership, partnerships and change capability
- System Architecture and Strong Financial Management & Planning
- Integrated Care Models
- Track Record of Delivery

Our submission commits to delivering **ten pledges** which have been co-produced by system partners. These are drawn from our Long Term Plan 2019 – 2024 - Improving Health And Care Outcomes For The Population of Shropshire, Telford & Wrekin, CQC observations and seminal reports such as Emerging Findings and Recommendations from the Independent Review of maternity services at the Shrewsbury And Telford Hospital NHS Trust.

The ten pledges set out in the foreword and introduction of our integrated care system application form the core of our delivery plan.

### Pledge 1

#### Improving safety and quality

Making sure our services are clinically safe throughout the system, delivering the System Improvement Plan and tackling the backlog of elective procedures as a system. Specifically,

this pledge commits us to ensure SATH is rated 'Good' by CQC and that the Ockenden Review's findings are implemented. Across all our services we aim to use digital innovation and data to enable our workforce to drive improvements in quality and safety and improve outcomes.

#### **Pledge 2**

##### **Integrating services at place and neighbourhood level**

Integrating services at Place and Neighbourhood level – developing local health and care hubs to improve not just the physical but mental health of people, build on the principles of one public estate and the assets of individual communities, better manage the volume of hospital admissions and establish new models of care to best serve all our communities.

#### **Pledge 3**

##### **Tackling the problems of ill health, health inequalities and access to health care**

Working with our voluntary and community sector, and the public, we will agree measurable outcomes for accelerated Smoking Cessation, improving respiratory health, and reducing the incidence of type 2 diabetes and obesity. We will have a strategy for the implementation of segmented population health management (PHM) approach by April 2021 and undertake a post COVID-19 review of access to all services by September 2021.

#### **Pledge 4**

##### **Delivering improvements in Mental Health and Learning Disability/Autism provision**

Through our transformation programmes, working through whole system approaches, we will deliver improvements in quality of life for people with learning disabilities by March 2022 and meet the national milestones for mental health transformation by 2023/24.

#### **Pledge 5**

##### **Economic regeneration**

We recognise that economic regeneration will be essential throughout the pandemic and thereafter. For the citizens of Shropshire, Telford and Wrekin we aim to harness the potential of the health and care system together with wider public services to contribute to innovation, productivity and good quality work opportunities. In turn this will create economic prospects that will help improve the health and wellbeing of our population.

#### **Pledge 6**

##### **Climate change**

We will consult on a multi-agency strategy setting out our response to the threat of climate change by 30th June 2021. This will be designed to create a social movement across our system by agreeing and delivering carbon reduction targets.

#### **Pledge 7**

##### **Leadership & Governance**

We recognise that how we deliver and make decisions needs strengthening throughout and therefore we will review and revise our ICS Governance arrangements with a particular emphasis on place, neighbourhood and provider collaborative arrangements by 1st April 2021.

#### **Pledge 8**

##### **Enhanced engagement and accountability**

We will increase our engagement, involvement and communication with stakeholders, politicians and the public and develop a plan for this by March 2021. This will include ways of making the ICS more accountable to the citizens of Shropshire, Telford and Wrekin including committing to an annual report by September 2021 and starting to hold ICS Board meetings in public.

## **Pledge 9**

### **Creating system sustainability**

Building upon the work included in our LTP, we will produce a sustainable ICS Financial Recovery plan by April 2021 alongside a System People Plan committing to recruiting and retaining the best people in a supportive working environment. This Pledge will ensure we have system wide arrangements agreed for financial control and future financial allocations

## **Pledge 10**

### **Workforce**

Making our system a great place to work by creating environments where people choose to work and thrive and by building system leadership and a flexible co-operative workforce.

Being an integrated care system will allow us to draw together the strengths of all of our partners across the NHS and local authorities into a combined force that will deliver our transformation ambitions, our pledges, and create a financially balanced and clinically sustainable system. The integrated care model will drive a change in the way that care is delivered, making a change to more integrated and personalised care, which can deliver better outcomes for individual citizens.

## **Winter planning**

The winter plan and winter communications and engagement plans are being enacted alongside the extensive Covid 19 programme of activity. Campaign sequencing for the planned activity has been influenced by the need to respond to the pandemic. Engagement with stakeholders, the Voluntary, Community and Social Enterprise Sector and the public continues. The main areas of activity are:

- Covid 19
- NHS 111
- Flu

## **Covid 19**

The COVID-19 pandemic has now been a major focus of work across the health and social care sector for more than 12 months. During that time both organisations and individuals have had to deal with unprecedented challenges in responding to the most significant public health crisis of the last hundred years.

The Shropshire, Telford & Wrekin system continues to meet under the critical incident management of workstreams feeding into Silver Command, which currently meets three times per week, which in turn feeds into Gold Command, which meets three times per week. Operational representatives from all STP system partners attend Silver, chaired by the Emergency Planning lead and CEOs attend Gold, which is chaired by the CCGs' Accountable Officer.

## **The vaccination programme**

The delivery of the Covid-19 vaccination programme will be the largest immunisation programme ever undertaken in the UK. The vaccination programme is led nationally by the NHS and locally by Shropshire, Telford and Wrekin STP's Covid-19 Vaccination Service. Delivery of the vaccine is being prioritised by the Joint Committee on Vaccination and Immunisation (JCVI) and those at greatest risk of harm will receive the vaccine first. Both

approved vaccine (Pfizer and AZ/Oxford) require two doses and the separation is up to 12 week to maximize 1st dose coverage. Other vaccines are progressing through mandatory approvals.

Vaccines are delivered by three different channels:

1. Vaccination centres or local pharmacy services – using large-scale venues these are accessed via the national booking service
2. Local vaccination services (GP-led services)
3. Hospital hubs

The priority groups identified by the Joint Committee of Vaccination and Immunisation (JCVI) are:

1. Residents in a care home for older adults, and their carers
2. Over 80s, frontline health and care staff
3. Over 75s
4. Over 70s, and clinically extremely vulnerable individuals
5. Over 65s
6. All individuals aged 16 to 64 with underlying health conditions
7. Over 60s
8. Over 55s
9. Over 50s

In Shropshire, Telford and Wrekin we are vaccinating people in line with national guidance from the Joint Committee of Vaccination and Immunisation (JCVI).

By 15 February 2021, there was a national target of offering the vaccine to the top four priority groups identified by the JCVI. In Shropshire, Telford and Wrekin (data accurate as of 14 February 2021) we have successfully offered the vaccine to all those in the top four priority groups and we have had very successful uptake with NHS England reporting a total of 78,317 of people aged 70 in the county receiving the vaccine, this is 96.1 per cent of people aged over 70 in Shropshire and 98.1 per cent in Telford and Wrekin. Including care home residents and those that are housebound.

#### **Shropshire, Telford and Wrekin sites:**

As of 24<sup>th</sup> February, there are 15 approved vaccination sites across Shropshire, Telford and Wrekin providing significant capacity and accessibility for residents and staff.

#### **Large vaccination centre (appointments via national booking system):**

- Telford International Centre
- Ludlow Racecourse
- Shrewsbury Indoor Bowls Centre, Sundorne Road

#### **Pharmacy Services (appointments via national booking system):**

- The Park Lane Centre, Woodside delivered by Woodside Pharmacy, Telford
- AFC Telford United, Wellington delivered by Wellington Pharmacy

#### **Local Vaccination Services (appointments managed by GPs):**

- Bridgnorth Medical Centre being delivered by GPs from the South East Shropshire Primary Care Network (group of local GP practices)
- Malinslee Healthcare Centre being delivered by GPs from the Teldoc Primary Care Network
- Severn Fields Medical Practice delivered by GPs from the Shrewsbury Primary Care Network
- Prees Medical Practice delivered by GPs from the North Shropshire Primary Care Network
- Church Stretton Medical Practice delivered by from the GPs South West Shropshire Primary care Network
- Audley Court (veterans' mental health charity Combat Stress) delivered by GPs from the Newport and Central Primary Care Network
- Wellington Medical Practice delivered by Wrekin from the Primary Care Network

#### **STW Hospital Hubs (predominately for health and social care staff):**

- Royal Shrewsbury Hospital run in partnership with Shrewsbury Primary Care Network
- The Robert Jones and Agnes Hunt Orthopaedic Hospital run in partnership with North Shropshire Primary Care Network
- Princess Royal Hospital run by Shrewsbury and Telford Hospital NHS Trust (SaTH) (*for frontline health and care staff only*)

#### **Assisted Transport Arrangements.**

Free transport has been provided via the Covid-19 helpline to those residents who are clinically vulnerable by the local authorities.

#### **External communications**

- Member and MP briefings
- Stakeholder updates (Joint HOSC, Healthwatch, patient participation groups etc)
- Targeted communications, particularly for specific stakeholders (eg care homes and social care staff) and around vaccine hesitancy and specific groups (eg BAME)
- Two-way engagement with VCSE, including Age UK, RA, disability groups
- Public communications through:
  - Media
  - Social media
  - Newsletters
  - Websites
  - On-site filming for multiple uses

#### *Key messages*

- Don't contact the NHS or your GP to arrange your vaccination. You will be contacted to make those arrangements.
- The rollout of the vaccination will be in accordance with the national prioritisation
- Remain vigilant. Be alert, safe, protect.

#### **Promoting the uptake of the vaccine amongst ethnic minorities**



We have in place a system wide group working on improving the uptake of the vaccination with our BAME communities. This is being chaired by the Director of Public Health for Telford and Wrekin and includes membership from across the whole of Shropshire, Telford and Wrekin.

We are working with various stakeholders, including BAME groups, our own health and care staff, businesses, and faith leaders to support positive engagement in the vaccine programme. This has been underpinned by a communication plan and toolkit and locally produced videos with clinicians and representative in different languages.

Data is now available which breaks down the vaccinations by ethnicity within individual ICS <https://www.england.nhs.uk/statistics/statistical-work-areas/covid-19-vaccinations/>

### **Update of Covid-19 on service provision**

Due to the continued pressure on the NHS across the country as a result of the pandemic, some non-urgent services have been temporarily reduced or stood down. This has allowed hospitals and community services to redeploy staff to meet the most pressing need, create space to protect people through social distancing, and keep Covid and non-Covid patients separated. Where someone's booked appointment has been affected, they are contacted by their care provider.

We are reminding people that:

- If they have concerns for a new or an ongoing condition, they should contact their GP or health professional.
- Where they have an appointment it is important that they don't miss it - we have robust infection prevention measures in our GP practices, hospitals and community settings, making them safe for both patients and staff.
- If people need medical help they should contact NHS 111 first for advice and to make sure they access the most appropriate service for their health concern. If they have a serious or life-threatening illness or injury, they must continue to contact 999.

### **NHS 111 implementation update**

The implementation of the NHS 111 programme has been monitored at a weekly steering group. From our performance monitoring, we are seeing lower rates of attendance of patients who do not require the services of an Emergency Department team (-17% by end Dec compared to baseline), and higher rates of appropriate referral into our urgent care treatment centres (UTC) at the Royal Shrewsbury Hospital and Bridgnorth and into our extended slots in general practice.

We continue to promote the use of NHS 111 First in our communications and across all available channels.

We are working with both Healthwatch's to run a survey to capture the experiences of our patients using our urgent care services, in particular their experience of and use of NHS 111 First. We anticipate the survey to be launched w/c 1st March and we will be promoting it across all STP channels and through wider stakeholders.

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## Health and Wellbeing Board 4<sup>th</sup> March 2021

### HWBB Joint Commissioning Report - Better Care Fund (BCF) Update

#### Responsible Officer

Email: Penny.bason@shropshire.gov.uk

Tel:

Fax:

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#### 1. Summary

- 1.1 This report provides an update on the BCF spend for 20/21 (Appendix A) and the agreed Section 75 Partnership Variation Agreement (Appendix B).
- 1.2 As previously reported adjustments have been made to the pooled fund to support people through the Covid 19 pandemic. The schedule of how this would be managed locally was agreed at the September 2020 meeting, and the final variation is attached.
- 1.3 The planning guidelines for 20/21 were released in December 2020, with the key element that plans will not be submitted for approval, however the national conditions must continue to be met. As such, the proposed spend is attached for endorsement.

#### 2. Recommendations

- 2.1 The HWBB note the final Section 75 Partnership Variation Agreement; and
- 2.2 The HWBB endorse the BCF spend for 20/21.

### REPORT

#### 3. Risk Assessment and Opportunities Appraisal

- 3.1. (NB This will include the following: Risk Management, Human Rights, Equalities, Community, Environmental consequences and other Consultation)
- 3.2. The HWB Strategy requires that the health and care system work to reduce inequalities in Shropshire. All decisions and discussions by the Board must take into account reducing inequalities. Covid 19 has shone a light on inequalities and requires all of our services to further risk assess individual risk and to support the population who are at increased risk of ill health due to Covid 19.
- 3.3. The schemes of the BCF and other system planning have been done by engaging with stakeholders, service users, and patients. This has been done in a variety of ways including through patient groups, focus groups and ethnographic research.
- 3.4. Continued reliance on grant funding (iBCF and Winter Pressures), to support system flow, admissions avoidance and transfers of care schemes, holds significant financial risk should the grant funding stop.

## 4. Financial Implications

### Better Care Fund Allocations

	2020/21	2019/20
<b>Pooled Fund</b>		
Shropshire CCG Minimum Contribution	7,475,229	7,098,207
Shropshire CCG Additional Contribution	304,073	681,095
<b>Total</b>	<b>7,779,302</b>	<b>7,779,302</b>
<b>Non-Pooled Fund</b>		
Shropshire CCG Minimum Contribution	14,303,923	13,839,000
Original iBCF Grant	8,153,519	8,153,519
Additional iBCF Grant	1,967,260	1,967,260
Winter Pressures Grant	1,393,823	1,393,823
Disabled Facilities Grant	3,209,291	3,209,291
Additional Shropshire Council Contribution	1,831,023	4,632,133
<b>Total</b>	<b>30,858,839</b>	<b>33,195,026</b>
<b>Total Better Care Fund</b>	<b>38,638,141</b>	<b>40,974,328</b>

### Additional Expenditure – Covid-19

Additional expenditure in 2020/21 to provide an Enhanced Discharge Service is forecast to be approximately £6 million. This expenditure is incurred by Shropshire Council and is recharged to Shropshire CCG in accordance with the Variation to the Better Care Fund Section 75 Agreement (Appendix B attached).

## 5. Background

### Planning requirement for 20/21

5.1 In December the government released a statement confirming what local areas need to do to agree and finalise Better Care Fund (BCF) plans for this year. The statement confirmed that:

- Systems will not be required to submit plans for assurance in 2020-21.
- Areas must ensure that the use of the money in their area meets the national conditions.
- The funding is placed in a section 75 agreement with appropriate governance.

### 5.2 National Conditions

- Plans covering all mandatory funding contributions have been agreed by HWB areas and minimum contributions are pooled in a section 75 agreement (an agreement made under section 75 of the NHS Act 2006).
- The contribution to social care from the CCG via the BCF is agreed and meets or exceeds the minimum expectation.
- Spend on CCG commissioned out of hospital services meets or exceeds the minimum ringfence.
- CCGs and local authorities confirm compliance with the above conditions to their Health and Wellbeing Boards.

5.3 The 2019 spending round confirmed that contributions to social care from CCGs via the BCF for 2020 to 2021 should increase by 5.3% to £4.048 billion in line with NHS revenue

spend. The minimum expectation for each HWB area is derived by applying the percentage increase in the national CCG contribution to the BCF from 2019-20 to 2020-21 to the 2019-20 minimum social care maintenance figure for CCGs.

- 5.4 Spending plans will not be assured regionally or formally approved. Local authorities and CCGs should ensure that robust local governance is in place to oversee BCF funds. This includes placing the funding into a pooled fund governed by an agreement under section 75 of the NHS Act 2006 with an appropriate governance structure, that reports in to the HWB.
- 5.5 During 2020 to 2021, additional funding has been made available to support the Hospital Discharge Service Policy, providing fully funded care for people discharged from hospital with additional care and support needs from 19 March 2020 to 31 August 2020, and up to 6 weeks reablement or rehabilitation from 1 September 2020 to 31 March 2021.
- 5.6 HWBB areas were asked to place the additional funding into a pooled fund governed by a section 75 agreement, and a template section 75 variation document was published. Where an area has added this additional funding into its BCF pooled fund, the additional funding is not covered by BCF national conditions. Nor does it count towards the minimum contribution to social care or the minimum ringfence for out of hospital care. Areas can record activity funded through this additional funding source as an additional voluntary contribution.
- 5.7 Schedule 1 of Shropshire's Section 75 Partnership Variation Agreement was agreed at the September HWBB to respond to the above paragraph 5.6; and the final variation agreement is attached as Appendix B.

### **Better Care Fund Priorities**

- 5.8 As a reminder, the priorities of the BCF (including improved Better Care Fund monies and Winter Pressures funding) continue to be:
- 5.8.1 Prevention** – keeping people well and self-sufficient in the first place; Healthy Lives, including community referral (Let's Talk Local and Social Prescribing), Dementia Companions, Voluntary and Community Sector, Population Health Management, carers, mental health;
  - 5.8.2 Admission Avoidance** – when people are not so well, how can we support people in the community; out of hospital focus (Care Closer to Home, Integrated Community Services, new admission avoidance scheme), carers and mental health;
  - 5.8.3 Delayed Transfers and system flow** - using the 8 High Impact Model; Equipment contract, Assistive technology, Integrated Community Service, Red Bag

<p><b>List of Background Papers (This MUST be completed for all reports, but does not include items containing exempt or confidential information)</b> For the final BCF plan please see HWBB paper <a href="#">here</a></p>
<p><b>Cabinet Member (Portfolio Holder)</b> Cllr. Dean Carroll Portfolio Holder for Adult Services, Climate Change, Health and Housing</p>
<p><b>Local Member</b> n/a</p>
<p><b>Appendices</b> <b>Appendix A – BCF budget allocation 20/21</b> <b>Appendix B – Section 75 Partnership Variation Agreement</b></p>

- (1) SHROPSHIRE COUNCIL
- (2) NHS SHROPSHIRE CLINICAL COMMISSIONING GROUP

**Variation to the Better Care Fund Section 75 Agreement  
relating to the commissioning of Health and Social Care Services**



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

<b>Admission Avoidance</b>	means an assessment of the functional ability and care needs of patients, with the aim of preventing admission to hospital by supporting recovery at home or an appropriate community setting.
<b>Covid-19 Hospital Discharge Scheme</b>	means the scheme as set out in the Annex to this Variation which implements the Covid-19 Hospital Discharge Services Requirements on a local level.
<b>Discharge Requirements</b>	means the Covid-19 Hospital Discharge Service Requirements published by HM Government and the NHS on 19 <sup>th</sup> March 2020.
<b>Discharge to Assess</b>	means where people who are clinically optimised and do not require an acute hospital bed but may still require care services are provided with support needed to be discharged to their own home (where appropriate) or another community setting following the Discharge to Assess pathway set out in Schedule 1 to this Variation, where a follow on assessment is completed regarding ongoing needs.
<b>Effective Date</b>	means the date of this Variation.
<b>Enhanced Discharge Services</b>	During Covid, the government is providing additional funding, via the NHS, alongside existing use of local authority and Clinical Commissioning Group (CCG) budgets to help cover the cost of post-discharge recovery and support services in addition to what was provided prior to admission, for up to a maximum of 6 weeks following discharge from hospital or any 'Pathway 2' facility.
<b>Enhanced Discharge Services Period</b>	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.
<b>Funded Packages</b>	means: <ul style="list-style-type: none"><li>- 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</li><li>- provided to patients on or after the Operational Date and before the end of the Enhanced Discharge Services Period.</li></ul>
<b>Future Discharge Requirements</b>	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.



<b>NHSE&amp;I</b>	means NHS England and NHS Improvement
<b>Operational Date</b>	means 19 <sup>th</sup> March 2020.
<b>Variation</b>	means this Second Variation to the Section 75 Agreement including any schedules and appendices.

1.3 The rules of interpretation set out in the Section 75 Agreement apply to this Variation.

## **2 Variation**

2.1 The Partners acknowledge agree and confirm that they waive the requirements of clause 34 (Variation) in respect of the variations set out in this Variation and further acknowledge, agree and confirm that in accordance with clause 34.1 (Variation) of the Section 75 Agreement (which provides that any variation shall be recorded in writing and signed for and on behalf of each of the Partners) that the Section 75 Agreement shall be amended on the Effective Date as follows:

2.1.1 The Section 75 Agreement shall be varied in accordance with Schedule 1 of this Variation.

2.1.2 The Partners have agreed to amend Schedule 1 (Agreed Scheme Specifications) to the Section 75 Agreement to include a new Scheme Specification for the Covid-19 Hospital Discharge Scheme as set out in Schedule 1 of this Variation.

2.1.3 The Partners have reviewed the financial arrangements contained in the Partnership Agreement and have agreed that Schedule 3 paragraph 4 (Risk Share and Overspends) to the Section 75 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 the Scheme Specification;

2.2 Except as amended by this Variation and as set out in clauses 2.1.1 to 2.1.3 above and the Schedules of this Variation, the Section 75 Agreement shall continue in full force and effect and this Variation shall not release or lessen any accrued rights, obligations or liability of any of the Partners under the Section 75 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 paragraph 8 of Part 2 of Schedule 1 of this Variation to reflect future arrangements following the end of the Enhanced Discharge Services Period.

## **4 General**

The provisions of the following clauses of the Section 75 Agreement shall apply, mutatis mutandis, to this Variation: 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 38 (Assignment and Sub-Contracting).

## **5 Severance**

If any provision of this Variation, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Variation 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 Variation 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 Variation 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 Variation for all purposes.

## **9 Governing law and jurisdiction**

9.1 This Variation 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 Section 75 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 Variation, its subject matter or formation (including non-contractual disputes or claims).

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

Signed for and on behalf of **SHROPSHIRE COUNCIL**

Authorised Signatory  
Tanya Miles  
Executive Director, Adult Services, Housing & Public Health

Signed for on behalf of **NHS SHROPSHIRE  
CLINICAL COMMISSIONING GROUP**

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Authorised Signatory  
David Evans  
Accountable Officer

## Schedule 1 Amendments to the Section 75 Agreement

The Partners have agreed that Schedule 1 to the Section 75 Agreement be amended to the effect that the Individual Scheme relating to the Covid-19 Hospital Discharge Scheme be added to the Scheme Specifications referred to therein as follows:

### **Part 1 - Covid-19 Hospital Discharge Scheme (“Scheme”) as agreed by the Health and Wellbeing Board on 10<sup>th</sup> September 2020:**

Background:

1. On 19 March 2020 the Government issue the COVID-19 Hospital Discharge Service Requirements, as subsequently updated by the Hospital discharge service: policy and operating model on 16<sup>th</sup> September 2020 ( together “the guidance”) setting out the basis on which individuals meeting the criteria set out in the guidance would be funded (from the date the guidance was issued). The key principle of the guidance is that unless required to be in hospital, patients must not remain in an NHS bed.
2. Paragraph 1.6 of the guidance provides  
“The Government has agreed the NHS will fully fund the cost of new or extended out-of-hospital health and social care support packages, referred to in this guidance. This applies for people being discharged from hospital or who would otherwise be admitted into it”

In addition, paragraph 10.4 provides:

“This NHSE&I funding support will commence from Thursday 19th March 2020 and will reimburse, via CCGs, the costs of out-of-hospital care and support that arise as a result of the approach outlined in this document (both new packages and enhancements to existing packages), where it is provided to patients on or later than this date. Any patients already receiving out of hospital care and support that started before this date will be expected to be funded through usual pre-existing mechanisms and sources of funding”.

The guidance makes it clear that there will be a suspension of usual patient funding eligibility criteria while this process is in place. NHSE&I will ensure there is sufficient funding to support CCGs and their local authority partners to commission the enhanced discharge support outlined in this Scheme.

3. The guidance provides reference to four discharge pathways. A Covid 19 Discharge Process Operational Group has been set up by the Partners to manage the suspension of regular Care Act processes and the 4 discharge pathways, and to deliver the Discharge to Assess pathways as set out in the guidance.
4. The Partners have agreed that for the duration of this Scheme, the Council will identify which individuals qualify for inclusion in the Scheme (“Qualifying Individuals”) and in doing so will be providing a spreadsheet listing the following;
  - Care Home
  - Other care accommodation

- Domiciliary care
- Reablement/intermediate care
- Day Care
- Respite care
- Transport
- Other (typically, equipment and adaptations)
- Those individuals who would “otherwise be admitted” to hospital

5. In terms of those who would “otherwise be admitted, the funding provided under this scheme will pay for all Admission Avoidance (from the 19th March 2020 to the restart of the Admission Avoidance Service (date to be determined), where a package of care has been provided or a person has been placed in a residential or care home and tracked by the Integrated Community Services and Sensory Support team. The Council will calculate the cost of such Qualifying Individuals back-dated to 19th March 2020 and include in the monthly invoice as the calculations are complete.

Further, where a person has been admitted to secondary care and had previously been in receipt of a funded care package (either in a care-home or in their own home) the funding provided under this Scheme is intended to support the restart of such a package (i.e. restarted care following discharge will be counted as covered by this funding)

6. Qualifying Individuals will be identified by the Council’s Integrated Community Services and Sensory Support Team, who will keep a record of each discharge or admission avoided.

If there is a dispute as to whether someone meets the criteria for inclusion in the Scheme or not, the decision will be escalated through the governance process set out in this Variation(“the Covid Governance Process”) until the dispute has been resolved. The Covid Governance Process is as follows:

Covid 19 Discharge Process Operational Group



Care Pathways: Hospital discharge

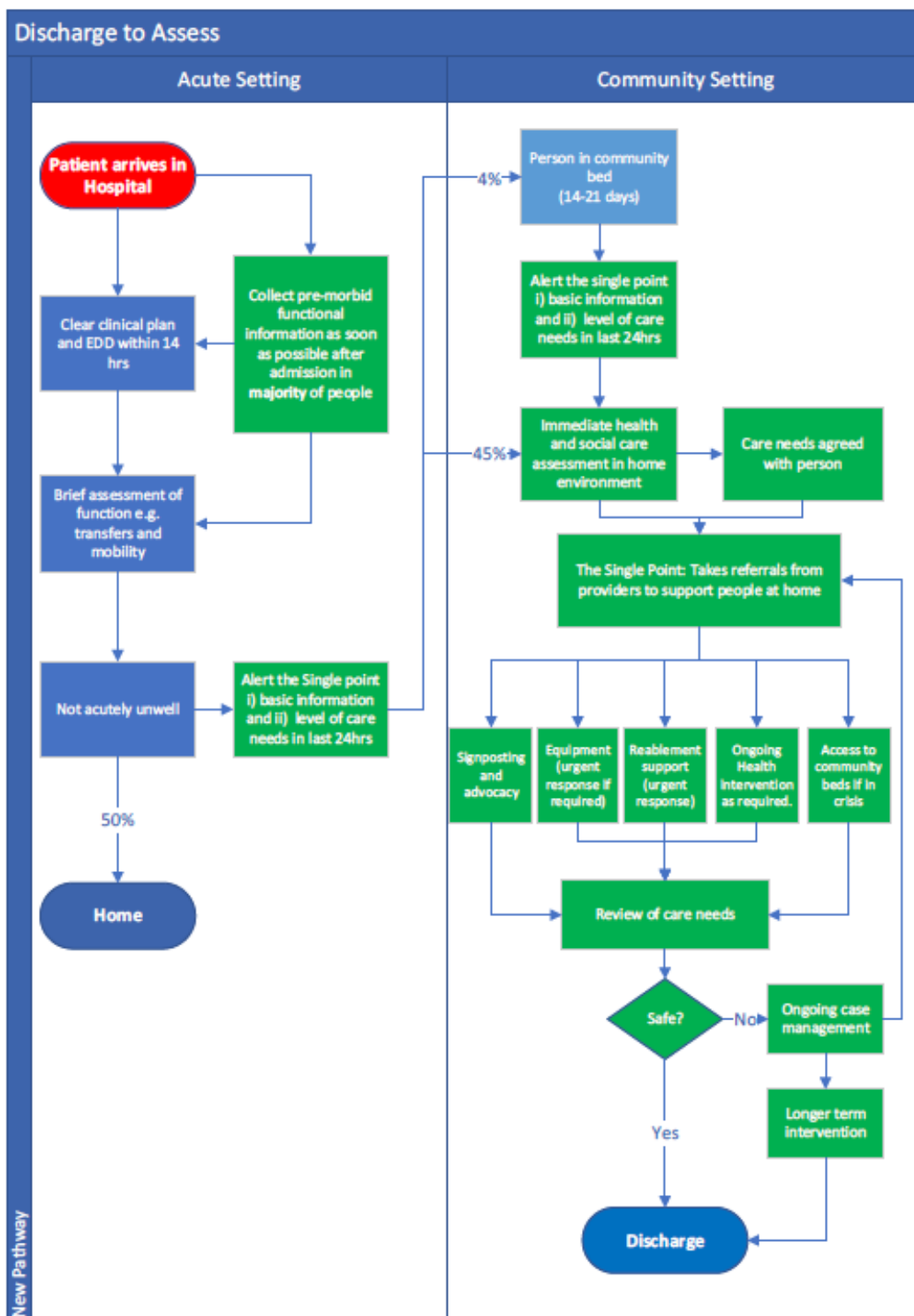


Local Health Resilience Partnership (LHRP)

7. At the end of each calendar month, the Council will submit a claim to the CCG for the costs incurred for Qualifying Individuals for the previous month, or in the case with Admission Avoidance, the Council will calculate the cost and will include those costs within a claim as soon as possible. The CCG will either agree the claim or raise a challenge to it within 10 Working Days of receipt. If the CCG challenges the claim, the Council will have 10 Working Days of receipt of such challenge to dispute the challenge or submit an amended claim. If the claim remains disputed it will be escalated following the procedure set out in paragraph 6 above. Following agreement to the claim, the Council will raise an invoice to the CCG within 10 Working Days, which must be paid by the CCG within 30 days of receipt.

8. Qualifying Individuals will be tracked and followed up by the Council's Integrated Community Services and Sensory Support team and Adult Social Care teams to ensure that at the end of the Covid-19 Hospital Discharge Scheme their long-term needs will be assessed.
9. The Discharge to Assess Pathway follows the guidance and has been agreed as described below:

**COVID-19 Hospital Discharge Service Requirement**



10. Procurement and contracting rules continue to apply. The Partners shall agree

the most appropriate route to deliver the enhanced discharge support in their area. Enhanced discharge support is agreed through the Covid Governance Process structure described above.

## **PART 2: COVID-19 HOSPITAL DISCHARGE SCHEME ADDITIONAL SPECIFICATION REQUIREMENTS:**

In addition to the details contained in Part 1 above, the following Specification shall apply to the Covid-19 Hospital Discharge Scheme:

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

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

1. This service shall be known as the Covid-19 Hospital Discharge Service.
2. The Covid-19 Hospital Discharge 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.
3. The Partners have reviewed the Discharge Requirements and determined that the arrangements as set out in Part 1 and Part 2 of this Schedule 1 will permit them to implement the Discharge Requirements.
4. The Council will be the lead commissioner for this Covid-19 Hospital Discharge Service and shall comply with the requirements of this Scheme Specification as set out in Parts 1 and 2 of this Schedule 1.

### **2 FUNCTIONS**

1. For the purposes of implementing this Scheme the CCG delegates to the Council its functions under:
  - 2.1.1 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;
  - 2.1.2 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;

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.

2. The Partners agree that the above delegation from the CCG to the Council will:
  - 2.2.1 likely lead to an improvement in the way in which these functions are discharged during the Covid-19 pandemic; and
  - 2.2.2 improve health and well-being.

### **3 SERVICES**

The Council shall arrange for the provision of the following services:

- 3.1 (a) Admission Avoidance and the Discharge to Assess pathway as set in the Guidance (and Part 1 of this Schedule); and
- (b) the commissioning of recovery beds in care homes for patients who have been medically optimised and ready to be discharged from hospital who could/would be COVID positive.

Together the “**Enhanced Discharge Support Services**”.

2. The Council shall arrange the provision of the Enhanced Discharge Support Services for the benefit of:

3.2.1 those persons the CCG has responsibility to provide services for under Sections 3(1A) and 3(1B) of the 2006 Act; and

3.2.2 those persons the Council has responsibility to provide services for

and whose requirement for a Funded Package arises during the Enhanced Discharge Services Period.

## **4 COMMISSIONING, CONTRACTING, ACCESS**

### **4.1 Commissioning Arrangements**

4.1.1 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.

4.2.1 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.

### **4.2 Access**

This Scheme relates to Qualifying Individuals as determined by the Council

## **5 FINANCIAL CONTRIBUTIONS**

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.

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.

3. The Partners shall:

5.3.1 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

5.3.2 work together in good faith to give effect to any such requirements and/or guidance.



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.

## **6 FINANCIAL GOVERNANCE ARRANGEMENTS**

- 6.1 The financial governance arrangements for Individual Schemes as set out in the Section 75 Agreement shall not apply to the Covid-19 Hospital Discharge Scheme.

### **6.2 Audit Arrangements**

The Audit arrangements with respect to this Scheme shall be as set out in the Section 75 Agreement

### **6.3 Financial Management**

The Council shall ensure that:

- 6.3.1 all support provided under the Covid-19 Hospital Discharge Scheme is recorded at individual level;
- 6.3.2 all agreed budgets funded through the Covid-19 Hospital Discharge Scheme are recorded at individual level;
- 6.3.3 any local authority funding, whether existing or new, which is or may be transferred to Pooled Fund by the Council is separately identifiable and the support purchased with it is separately recorded;
- 6.3.4 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.

## **7 GOVERNANCE ARRANGEMENTS**

The governance arrangements that shall apply to this Scheme are the Covid Governance Process arrangements as set out in paragraph 6 of Part 1 to this Schedule 1

## **8 DURATION AND EXIT STRATEGY**

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

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

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

- 8.2 This Scheme may not be terminated otherwise than in accordance with paragraph 8.3.

- 8.3 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.

- 8.4 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 8 they shall:

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

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

8.4.3 develop and agree an exit/transfer plan in relation to the end/variation (as may apply) of the Enhanced Discharge Services Scheme within (or within such other reasonable timeframe as shall be agreed between the Partners) 10 weeks of being notified of an end date to the Covid-19 Hospital Discharge Scheme by Government which, without limitation, shall take into account and identify, where relevant as a minimum:

- (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.

8.5 The Partners further agree that they shall within 28 days of being notified of the end date for the Enhanced Discharge Support Service the Partners shall meet to:

8.5.1 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

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

8.6 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.

Scheme ID	Scheme Name	Brief Description of Scheme / Further Details	Source of Funding	Expenditure (£)
1	Maximising Independence: Hospital Discharge/Admission Avoidance	Hospital discharge short term support purchasing	Minimum CCG Contribution (Pooled Fund)	1,066,490
2	START	START North, Central and South	Minimum CCG Contribution (Pooled Fund)	1,475,890
3	Integrated Community Service	Hospital interface social work teams (including management and admin)	Minimum CCG Contribution (Pooled Fund)	2,262,900
4	Carers Support	Cheshire West, Wirral and Shropshire Crossroads contract + Carers Engagement Lead post	Minimum CCG Contribution (Pooled Fund)	231,599
5	Occupational Therapists	Occupational therapists county wide	Minimum CCG Contribution (Pooled Fund)	691,449
6	Joint Training Co-ordinators / Building Community Capacity	Contribution to Joint Training Manager post, LDO post, business support posts and a contribution to the commissioning budget	Minimum CCG Contribution (Pooled Fund)	78,480
7	Mental Health (Enable)	Contribution to Enable at historically agreed value	Minimum CCG Contribution (Pooled Fund)	54,000
8	Prevention and Advice (Care Act responsibilities)	Adult Services preventative contracts and grants as per Grants tab	Minimum CCG Contribution (Pooled Fund)	1,614,068
9	Enhance - Early Help/ Children & Families	Enhance contract (value not funded by DSG or grants)	Minimum CCG Contribution (Pooled Fund)	94,885
10	CAMHS	CAMHS contract (value not funded by DSG or base budget)	Minimum CCG Contribution (Pooled Fund)	161,870
11	Autism support (AWM) / Children & Families	Autism West Midlands contract (value not funded by DSG)	Minimum CCG Contribution (Pooled Fund)	47,671
<b>Subtotal</b>				<b>7,779,302</b>
12	Occupational Therapists	Remaining Occupational Therapy budget	Additional LA Contribution	303,491
13	Joint Training Co-ordinators / Building Community Capacity	Remaining Joint Training budget	Additional LA Contribution	352,250
14	Mental Health (Enable)	Remaining Enable budget	Additional LA Contribution	324,140
15	Enhancing Prevention Services	Let's Talk Local post + Let's Talk Local room hire budget	Additional LA Contribution	67,070
16	Social Prescribing	Staff time spent purely on social prescribing	Additional LA Contribution	72,884
31	Increased number of FTE Social Workers in community social work Teams	Generating savings through reviews	Additional LA Contribution	179,058
32	Additional Social Work Capacity in ICS	To reduce delays in care provision	Additional LA Contribution	532,130
<b>Subtotal</b>				<b>1,831,023</b>
17	Disabled Facilities	Grants to people with disabilities in order to provide adaptations to their homes	Disabled Facilities Grant	3,209,291
<b>Subtotal</b>				<b>3,209,291</b>
18	Adult Social Care Spot Purchasing	Increased demographic pressure - Increased number, complexity and cost of care packages	iBCF	8,153,519
19	Brokerage - Additional Hours	Brokerage team working weekends to reduce delays in care provision	iBCF	38,060
20	Dedicated CHC Social Workers	Additional social workers to facilitate CHC assessments	iBCF	136,620
21	Additional Mental Health Social Workers	To increase mental health prevention work	iBCF	234,560
22	Additional Bed Capacity	19 nursing beds (pathway 3)	iBCF	501,228
23	Rapid Response START Team	To reduce delays in reablement	iBCF	399,460
24	S117 Discharge Liaison Worker	To improve early discharge planning at Redwoods	iBCF	124,970
25	Hospital Based Carers Lead	Carers lead/link worker	iBCF	49,470
26	A&E Minor Injuries Pathway	Additional staff to provide a social work perspective as people self-refer	iBCF	73,520
27	Social Work Practitioner in MDT for Frailty	Additional social work practitioner	iBCF	83,340
28	Provider Independent Assessors	Independent Assessors - NHS Trust	iBCF	248,200
29	Micro-Commissioning	Bronze Labs & Community Catalyst - Micro commissioning service proposal - The Tribe Platform	iBCF	63,990
30	Increased number of FTE Social Workers in community social work Teams	Generating savings through reviews	iBCF	13,842
<b>Subtotal</b>				<b>10,120,779</b>
33	Additional Bed Capacity	The ability to flex up our bed provision stock over the winter period, should we require additional capacity	Winter Pressures Grant	978,921
34	START Bridging Service	SaTH2Home level 1 bridging service, supporting pathway 1 discharge from the acute trust	Winter Pressures Grant	171,070
35	Transition Social Workers	3 children's social workers supporting transition	Winter Pressures Grant	59,610
36	Mental Health Support	Extend agency social workers until end of March 2021	Winter Pressures Grant	44,382
37	Additional VCS Support	Additional grant funding to VCS organisations to increase mobilisation	Winter Pressures Grant	65,000
38	Increase OT Staff	Additional agency staff in order to reduce waiting list	Winter Pressures Grant	19,000
39	Increase Admin Support	Additional admin support (care home placements)	Winter Pressures Grant	5,640
40	PFA Pilot Project	Purchase of tablets for young people	Winter Pressures Grant	5,000
41	Placement Support	Additional hours to support out of county and day centre placements	Winter Pressures Grant	21,200
42	SEN Transport	Increased SEN transport costs	Winter Pressures Grant	24,000
<b>Subtotal</b>				<b>1,393,823</b>
<b>Total</b>				<b>24,334,218</b>

Pooled Fund	7,779,302
Disabled Facilities Grant	3,209,291
Additional LA Contribution	1,831,023
Winter Pressures Grant	1,393,823
Disabled Facilities Grant	3,209,291
Additional LA Contribution	1,831,023
<b>Total</b>	<b>24,334,218</b>

## Analysis of BCF Scheme costs re 20/21

Scheme ID	Scheme Name
55a	Equipment Store
50	Dementia Investment
63	Dementia Contract
67	High Demand Cohort / High Intensity User Scheme
51	Community and Care Coordinators
68	Mental Health Crisis Care (SSSFT)
78	Designs in MIND mental health support
81	Mental Health Support
88	Frailty Team - SATH
64	Jointly Funded Placements / Continuing Care
20	BCF Post
21	BCF Post
22	BCF Post
87	Care Home Advance Scheme
19a	Integrated Community Service - Shrop Com Baseline
54b	ICS Pay Performance (transition funding)
89	Admissions Avoidance
90	Care Closer To Home
18	Mental health crisis accomodation
28	Hope House Respite
35	Rehabilitation beds
48a	End of Life Care
54f	Severn Hospice / End of Life Care
54s	MacMillan Nurses - End of Life Care
54r	Marie Curie -End of Life Care
18	Mental Health crisis accomodation
31	Hospice at Home service

### Note

Some expenditure in 20/21 is based on block payments that the CCG has made

Source of Funding	Expenditure
CCG Contribution	1,713,090
CCG Contribution	60,000
CCG Contribution	91,469
CCG Contribution	69,762
CCG Contribution	369,597
CCG Contribution	649,175
CCG Contribution	105,000
CCG Contribution	40,000
CCG Contribution	450,000
CCG Contribution	3,879,043
CCG Contribution	46,800
CCG Contribution	46,800
CCG Contribution	35,494
CCG Contribution	103,000
CCG Contribution	598,296
CCG Contribution	1,195,004
CCG Contribution	576,000
CCG Contribution	622,705
CCG Contribution	526,040
CCG Contribution	158,000
CCG Contribution	397,412
CCG Contribution	90,000
CCG Contribution	1,596,171
CCG Contribution	275,012
CCG Contribution	101,182
CCG Contribution	200,094
CCG Contribution	308,777
	<b>14,303,923</b>

to providers, in line with NHSEI guidance.

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