

Dated

2021

- (1) Leicestershire County Council
- (2) NHS East Leicestershire and Rutland Clinical Commissioning  
Group NHS West Leicestershire Clinical Commissioning Group

## Variation to Framework Partnership Agreement Relating to the Commissioning of Health and Social Care Services

### GUIDANCE NOTES

1. *This template variation deed is provided as a template to assist CCGs and local authorities in preparing a variation to one of their section 75 agreements or BCF agreement in response to the requirements of the Covid-19 Hospital Discharge Services Requirements.*
2. *This template variation deed has been prepared based on the approach put forward in the Covid-19 Hospital Discharge Services Requirements namely that one of the partners will act as the Lead Commissioner and the funding which is coming via the NHS to pay for the enhanced discharge packages of care is put in a pooled budget alongside planned local authority spending on discharge support. Local authorities have also been allocated grant funding to support their response to COVID-19, this funding is not to pay for these hospital discharge requirements.. If local arrangements are proposing an alternative approach this template variation deed will need amending.*
3. *Please take care to read all the footnotes which provide drafting notes for consideration when using this deed of variation.*
4. *This deed of variation should not be executed in its current form and requires further work. You are advised to seek your own legal advice if necessary.*
5. *This deed of variation can be amended to be executed as a simple agreement. If you wish to execute this as an agreement you will need to make the necessary drafting changes and amend the execution provisions.*
6. *The annex contains a template Scheme Specification which can be used as a starting point or Partners can develop their own.*

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THIS DEED OF VARIATION is made on        day of

#### PARTIES

- (1) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicestershire, LE3 8RA (the "Council");
- (2) **NHS EAST LEICESTERSHIRE AND RUTLAND CLINICAL COMMISSIONING GROUP** of Room G30, Pen Lloyd Building, County Hall, Glenfield, Leicestershire, LE3 8TB ("ELRCCG"); and
- (3) **NHS WEST LEICESTERSHIRE CLINICAL COMMISSIONING** Group of 55 Woodgate, Loughborough, Leicestershire, LE11 2TZ ("WLCCG")

**ELRCCG and WLCCG** are together referred to as the "**CCGs**"

The Council and the CCGs are together referred to as the "**Partners**"

#### BACKGROUND

- (A) The Partners entered into a Framework Partnership Agreement relating to the commissioning of health and social care services on        2022 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) As part of the NHS and wider public sector's response to the global Covid-19 pandemic the Government issued the Covid-19 Hospital Discharge Programme Requirements (the "**Discharge Requirements**") on March 19<sup>th</sup>, 2020. Several guidance updates have been issued since that date. The current requirements were issued on 19<sup>th</sup> October in the document at <https://www.gov.uk/government/publications/hospital-discharge-service-policy-and-operating-model/hospital-discharge-service-policy-and-operating-model>
- (C) The Discharge Requirements have been introduced to ensure that where it is clinically safe to discharge patients from an acute or community hospital those patients are discharged in accordance with the new 'Discharge to Assess' model.
- (D) To support the new Discharge Requirements a range of measures have been introduced including, amongst others:
  - a) a temporary suspension of the obligation of the need to carry out Continuing Healthcare assessments for patients on the acute hospital discharge pathway and in community settings during the Enhanced Discharge Services Period;
  - b) a commitment that the NHS will fully fund the cost for up to six weeks of new or additional elements of existing out of hospital health and social care

support packages commencing between 1<sup>st</sup> April 2021 and 30<sup>th</sup> June 2021 to facilitate discharge from, or to prevent admission to, hospital as set out in the Discharge Requirements Scheme 2; and for up to four weeks for packages commencing from 1<sup>st</sup> July 2021 up to 31<sup>st</sup> March 2022. The funding will cease on 31<sup>st</sup> March 2022.

- d) a suspension of the usual patient eligibility criteria during the Enhanced Discharge Services Period.
- (E) In accordance with the Discharge Requirements, the Partners have considered the most appropriate model through which to commission the enhanced discharge service and admissions avoidance services and agreed that **Leicestershire County Council** shall act as the lead commissioner for enhanced discharged service and shall make recharges as appropriate to Partners in this Deed for the purpose of funding this service.
- (F) The Partners have agreed to vary the terms of the Partnership Agreement as set out in this Deed of Variation.

## AGREED TERMS

### 1 Defined terms and interpretation

- 1.1 In this Deed, expressions defined in the Partnership Agreement and used in this Agreement have the meaning set out in the Partnership Agreement.
- 1.2 Subject to clause 1.1 of this Deed, the following words and expressions shall have the following meanings:

<b>Covid-19 Hospital Discharge Programme</b>	means the scheme as set out in the Annex to this Deed which implements the Covid-19 Hospital Discharge Programme Requirements on a local level.
<b>Deed</b>	means this Deed of Variation including any schedules and appendices.
<b>Discharge Requirements</b>	means the Covid-19 Hospital Discharge Programme Requirements and subsequent updates published by HM Government and the NHS.
<b>Effective Date</b>	means the date of this Deed.
<b>Funded Packages</b>	means new or extended out-of-hospital health and social care support packages referred to in the Discharge Requirements and more specifically set out in Annex A of the Covid-19 Financial Reporting Guidance; and

- provided to patients on or after the 1<sup>st</sup> April 2021 and on or before the 31<sup>st</sup> March 2022.

### **Future Discharge Requirements**

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

- 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<sup>1</sup>].

- 2.1.2 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 Programme as set out in Schedule 2 (Amendments to Existing Scheme Specifications) of this Deed.

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

- 2.1.4 The Partners have reviewed the financial arrangements contained in the Partnership Agreement and have agreed that the Schedule [3] (Financial Protocol) to the Partnership

<sup>1</sup> This should be used if the Partners want to make any amends to the main body of the underlying section 75/BCF Agreement. If such amendments are required this Schedule should set out any clauses that will be amended and how they will be amended. It is not, however, expected that there will need to be any amendments to address the requirements of the Discharge Requirements.

Agreement shall not apply in respect of the Covid-19 Hospital Discharge Programme. The financial arrangements in respect of the Covid-19 Hospital Discharge Programme shall be as set out in Scheme Specification<sup>2</sup>;

2.1.5 [The Partnership Agreement shall be varied as set out in Schedule 4 (Other Amendments) of this Deed]<sup>3</sup>.

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 Programme 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

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<sup>2</sup> NB: the impact of this is to disapply all the standard financial provisions relating to all schemes in the underlying section 75/BCF agreement and allow for bespoke arrangements as set out in the Scheme Specification.

<sup>3</sup> Schedule 4 can be used to set out any other locally agreed amendments to the section 75/BCF agreement, which are not captured by the suggested amendments referred to in the preceding Schedules of this Deed.

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<sup>4</sup>

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

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<sup>4</sup> Partners to confirm execution blocks.

Signed for on behalf of [.]  
**WEST LEICESTERSHIRE CLINICAL COMMISSIONING GROUP<sup>5</sup>**

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Authorised Signatory  
Signed by the authorised signatory of

Signed for on behalf of [.]  
**EAST LEICESTERSHIRE & RUTLAND CLINICAL COMMISSIONING GROUP<sup>6</sup>**

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Authorised Signatory  
Signed by the authorised signatory of

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<sup>5</sup> NB: the Parties executing this Deed will need to be the Partners as existing at the date of execution.

<sup>6</sup> NB: the Parties executing this Deed will need to be the Partners as existing at the date of execution.



## Schedule 1 Amendments to the Partnership Agreement<sup>7</sup>

*[To be populated where the Partners have agreed changes to the main body of the Partnership Agreement.]*

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<sup>7</sup> This Schedule should be used if the Partners are making any changes to the main body of the section 75/BCF Agreement. The Partners should set out what, if any, drafting is being deleted and what is being inserted. For example:

Clause 12.1 shall be deleted and replaced by the following "*The Partners have agreed risk share arrangements as set out in schedule 3 which provide for financial risks arising within the commissioning of services from the Pooled Funds as set out in National Guidance*".

Changes may be relevant where the section 75/BCF agreement itself sets out provisions which apply to all Schemes but will not apply to this Scheme. To vary this position the following drafting can be included:

The provisions of [*insert clause or schedule*] relating to [*insert nature of provisions*] shall not apply to the Covid-19 Hospital Discharge Scheme. The [*insert nature of provisions*] for the Covid-19 Hospital Discharge Services shall be as set out in Schedule 2 to this Deed.

## **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 Programme.

### Schedule 3 Governance

1. The Partners agree that the provisions<sup>8</sup> of Schedule 2 of Partnership Agreement (excluding Paragraphs 10 and 13) do not apply to the Covid-19 Hospital Discharge Programme and that the governance arrangements relating to that Scheme are as set out in the Scheme Specification.

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<sup>8</sup> If it is not all provisions specify which it is.

## Schedule 4 Other Amendments

*[Include here any amendments to any other Schedules that the Partners have agreed. Where general positions are to be overridden wording such as that in Schedule 3 above can be used and tailored as relevant.]*

## ANNEX – COVID-19 HOSPITAL DISCHARGE PROGRAMME 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 Programme.
- 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 **Leicestershire County Council** will be the lead commissioner for this Service and shall comply with the requirements of this Scheme Specification.
- 1.5 A monthly reimbursement process will be established whereby the Lead Commissioner will identify total expenditure on the Service to date and the level of contributions to be made by each of the Partners. Invoices will be raised to the CCGs to facilitate the transfer of funds. for this Service.

### 2 AIMS AND OUTCOMES

*Insert agreed aims of the Individual Scheme e.g. consider reference to:*

- *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 Programme:

3.1.1 lead commissioning; and

3.1.2 the recharge process to Partners has been established and is summarised below;

Timing/Invoicing

- Information will be provided on discharge costs monthly, but calculated on a weekly basis.
- Information will be sent over by the end of the first full week after month end.

- Separate invoices to be raised for each CCG
- To agree the amounts with Health prior to raising the invoice

#### Identification of recharge

- Packages which are either COVID hospital avoidance or COVID hospital discharge are being entered on the system with a new type of funding arrangement (ELRCCG, WLCCG and OtherCCG)
- Actual costs will be used to recharge Health
- The amount recharged will be the net of the new COVID package less any existing provision
- The report will identify cumulative cost to date of all (netted off) COVID packages and then deduct amounts previously invoiced – to take account of late loading of data and payment of actuals (up to 7 weeks delay for Home Care provider payments)
- The last full week of service prior to a COVID funding arrangement will be used as the value of the “pre-COVID” package – going back a maximum of 10 weeks.

## 4 FUNCTIONS

*This Paragraph sets out the Council’s Functions and the CCG’s Functions which are the subject of the Individual Scheme including where appropriate the delegation of such functions for the commissioning of the relevant service.*

*Consider whether there are any exclusions from the standard functions included (see definition of NHS Functions and Council Health Related Functions).*

*e.g. the following can be used/adapted as relevant:*

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

4.1.3 ]<sup>9</sup>.

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:

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<sup>9</sup> Ensure reference is made to the specific functions being delegated. The drafting here is an example and should be checked it aligns with locally agreed arrangements or otherwise amended/supplemented.

- 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.<sup>10</sup>

## 5 SERVICES

### ***Consider the following when drafting this paragraph:***

*What Services are going to be provided within this Scheme. Are there contracts already in place?*

*Are there any plans or agreed actions to change the Services?*

*Who are the beneficiaries of the Services?*<sup>11</sup>

- 5.1 The Council shall arrange for the provision of the following services<sup>12</sup>:

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

*Set out what arrangements will be in place in relation to Lead Commissioning e.g. the use of existing service contracts/call-off of services under existing framework agreements/letting of new services contracts. How will these arrangements work? The drafting below is in addition to setting out this information.*

- 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.<sup>13</sup>

### 6.2 Contracting Arrangements

<sup>10</sup> It will also be necessary to include any limitations on the delegation and these should be set out here.

<sup>11</sup> This should be considered in the context of the Discharge Service Requirements. There is also a significant issue around individuals who are the responsibility of the local authority but not the CCG and vice versa this should be considered and reference to how it is addressed in the underlying section 75/BCF agreement.

<sup>12</sup> NB: this should include high level description or name of services. The services falling within this Scheme that it would ordinarily fall to either/both the Council and the CCG to provide.

<sup>13</sup> This has been included as a link through to the Discharge Requirements.

*Insert the following information about the Individual Scheme:*

- (a) *relevant contracts*
- (b) *arrangements for contracting. Will terms be agreed by both Partners or will the Lead Partner have authority to agree terms maintaining public standards for the efficient use of public funds.*

*What contract management arrangements have been agreed? What happens if the Agreement terminates? Can the partner terminate the Contract in full/part? Can the Contract be assigned in full/part to the other Partner? Is the lead commissioner liable for any liabilities arising out of the service contracts other than the costs of the care packages?*

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.<sup>14</sup>

### **6.3 Access**

*6.3.1 The Programme is specifically for service users being discharged from acute or community hospitals or to avoid admission to one such hospital and excludes mental health discharges.*

## **7 FINANCIAL CONTRIBUTIONS<sup>15</sup>**

- 7.1 The Covid-19 Hospital Discharge Programme 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 Programme and the cost of care packages or enhancements to existing packages under the Covid-19 Hospital Discharge Programme 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]<sup>16</sup>.
- 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

<sup>14</sup> This drafting should be included along with other relevant drafting in this section to give effect to the requirements of the Discharge Requirements.

<sup>15</sup> This section needs to be tailored to reflect the contributions the CCG will be making to the pooled fund. The Council may or may not be making any contributions but if so, this should be set out here. Where the exact allocation is unknown at this time the section should describe how the allocations will be paid/determined.

<sup>16</sup> Delete if not relevant.



Hospital Discharge Programme 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 Scheme 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 to the Council within 30 days following receipt of the Invoice.
- 7.6 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 other relevant costs as agreed between the Partners and support that the Council would ordinarily have expected to fund during this period.
- 7.7 Information on the level of County Council contributions to the packages put in place as a result of the Programme will be provided to Partners

## **8 FINANCIAL GOVERNANCE ARRANGEMENTS**

- 8.1 The financial governance arrangements for Individual Schemes as set out in the Partnership Agreement shall not apply to the Covid-19 Hospital Discharge Programme. The financial arrangements for the Covid-19 Hospital Discharge Programme are as follows:

8.2

8.3 Audit Arrangements

*All Partners shall promote a culture of probity and sound financial discipline and control. The Council shall arrange for the audit of the accounts of the revenue expenditure by a suitably qualified independent auditor.*

*All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.*

8.4 Financial Management<sup>17</sup>

The Council shall ensure that:

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<sup>17</sup> Please note this will need to set out the specific requirements in relation to the monitoring required for this funding as set out in the Discharge Requirements and any other guidance issued by HM Government and/or the NHS. This drafting should be reviewed and amended/supplemented where necessary.

- 8.4.1 all support provided under the Covid-19 Hospital Discharge Programme is recorded at individual level;
- 8.4.2 all agreed budgets funded through the Covid-19 Hospital Discharge Programme are recorded at individual level;
- 8.4.3 any local authority funding, whether existing or new, is separately identifiable and the support purchased with it is separately recorded;
- 8.4.4 existing systems will be used by the Council to record the support put in place and expenditure incurred at an individual level on the Service;
- 8.4.5 the process to be followed to identify recharges to Partners and raise invoices will be agreed in advance of any financial information or documentation being issued
- 8.4.6 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. In order to comply with CCG and NHSE/I reporting deadlines, this monthly information must be supplied to CCGs by close of play on the 5th working day of the following month. In practice this may require a cut off date within the local authority for extracting data from relevant systems ahead of the calendar month end being claimed for. Any resultant data lag leading to incomplete data will be included in the following month's data and supported by the CCGs.

## 9 VAT

**THE PARTNERS SHALL AGREE THE TREATMENT OF THE REVENUE EXPENDITURE FOR VAT PURPOSES IN ACCORDANCE WITH ANY RELEVANT GUIDANCE FROM HM CUSTOMS AND EXCISE.**

**13.2 SUBJECT TO THE CLAUSE ABOVE THE PARTNERS AGREE TO ADOPT "PARTNERSHIP STRUCTURE (A)" AS DESCRIBED IN THE VAT GUIDANCE THROUGH WHICH THE PARTNERS AGREE THAT GOODS AND SERVICES WILL BE PURCHASED IN ACCORDANCE WITH THE COUNCIL'S VAT REGIME**

## 10 GOVERNANCE ARRANGEMENTS

- 10.1 Governance will be discharged by the Integration Finance and Performance Group and the Discharge Cell to be confirmed.

*This section should detail:*

- *Is there a Scheme Lead?*
- *Will there be a relevant Committee/Board/Group that reviews this Individual Scheme?*
- *Who does that group report to?*
- *Who will report to that Group?*

11 NON FINANCIAL RESOURCES<sup>18</sup>**Council contribution**

	Details	Charging arrangements <sup>19</sup>	Comments
Premises			
Assets and equipment			
Contracts			
Central support services			

**CCG Contribution**

	Details	Charging arrangements <sup>20</sup>	Comments
Premises			
Assets and equipment			
Contracts			
Central support services			

12 STAFF<sup>21</sup>

Consider:

- Who will employ the staff in the Partnership?
- Is a TUPE transfer secondment required?
- How will staff increments be managed?
- Have pension arrangements been considered?

**Council staff to be made available to the arrangements**

Please make it clear if these are staff that are transferring under TUPE to the CCG.

If the staff are being seconded to the CCG this should be made clear.

**CCG staff to be made available to the arrangements**

<sup>18</sup> This can be deleted where there are no non-financial resources.

<sup>19</sup> Are these to be provided free of charge or is there to a charge made to a relevant fund. Where there are aligned budgets any recharge will need to be allocated between the CCG Budget and the Council Budget on such a basis that there is no "mixing" of resources.

<sup>20</sup> Are these to be provided free of charge or is there to a charge made to a relevant fund. Where there are aligned budgets any recharge will need to be allocated between the CCG Budget and the Council Budget on such a basis that there is no "mixing" of resources.

<sup>21</sup> Consider and detail in this section any staffing arrangements which are being put in place to deliver this Individual Scheme.

Please make it clear if these are staff that are transferring under TUPE to the Council. If the staff are being seconded to the Council this should be made clear.

### 13 ASSURANCE AND MONITORING<sup>22</sup>

Roles of the Discharge Cell and the IFPG to be confirmed.

Set out the assurance framework in relation to the Individual Scheme. What are the arrangements for the management of performance? Will this be through the agreed performance measures in relation to the Individual Scheme.

Consider the following:

- What is the overarching assurance framework in relation to the Individual Scheme?
- Has a risk management strategy been drawn up?
- Have performance measures been set up?
- Who will monitor performance?
- Have the form and frequency of monitoring information been agreed?
- Who will provide the monitoring information? Who will receive it?

### 14 LEAD OFFICERS

Partner	Name of Lead Officer	Address	Telephone Number	Email Address	Fax Number
Council					
CCG					

### 15 INTERNAL APPROVALS

- Consider the levels of authority from the Council's Constitution and the CCG's standing orders, scheme of delegation and standing financial instructions in relation to the Individual Scheme.
- Consider the scope of authority of the Pool Manager and the Lead Officers.
- Has an agreement been approved by cabinet bodies and signed?

### 16 RISK AND BENEFIT SHARE ARRANGEMENTS<sup>23</sup>

**16.1 The cost of new and extended packages under the Scheme will be met by the CCGs and therefore no risk sharing arrangements are required.**

<sup>22</sup> This is likely to be different to what the Partners ordinarily include given the nature of the Individual Scheme but should be included as relevant in any event.

<sup>23</sup> This is unlikely to be relevant as the costs of the care packages under the Individual Scheme are being fully funded by health.

**16.2 Under Scheme2 of the Programme the risk to the CCGs is limited to a maximum of six weeks funding for each service user receiving a new or enhanced package of care.**

## **17 REGULATORY REQUIREMENTS**

*Are there any regulatory requirements that should be noted in respect of this particular Individual Scheme?*

## **18 INFORMATION SHARING AND COMMUNICATION**

The Information Sharing Agreement (ISA) in the main Section 75 shall apply.

## **19 DURATION AND EXIT STRATEGY**

*This Paragraph should include: the arrangements for the variation or termination of the Individual Scheme; whether part/all of the Individual Scheme be terminated on notice by a party; whether part/all of the Individual Scheme be terminated as a result of breach by either Partner; and the duration of these arrangements? See outline drafting below which can be adapted for local circumstances.*

19.1 The arrangements for the Covid-19 Hospital Discharge Programme may only be varied:

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

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

19.2 This Scheme may not be terminated otherwise than in accordance with paragraph 10.3.

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

*See outline drafting which can be amended locally to suit arrangements noting at this stage it may not be possible for the Partners to specify with any great certainty what those exit arrangements shall be.*

19.4 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 Programme. The Partners agree that except as otherwise set out in this clause 10 they shall:

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

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

19.4.3 develop and agree an transfer plan in relation to the variation of the Enhanced Discharge Services Scheme no later than 31<sup>st</sup> March 2021 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<sup>24</sup>;
- (i) appropriate processes to be initiated in the run up to and following the end of the Enhanced Discharge Services Period.

19.5 The Partners further agree that they shall within [30] days<sup>25</sup> of being notified of the end date for the Enhanced Discharge Support Service the Partners shall [meet to]:

19.5.1 implement any agreed transfer plan or in the absence of an agreed 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

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

19.6

## 20 OTHER PROVISIONS

Consider, for example:

- *Bespoke arrangements for the treatment of records*
- *Safeguarding arrangements*

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<sup>24</sup> Note this is not an exhaustive list and the Partners should consider all relevant issues.

<sup>25</sup> Insert what is considered to be a reasonable timescale.