HILLINGDON
LONDON

Democratic Services

Location: Phase II
Ext: 0693
DDI: 01895 250693
My Ref: SC

To: **COUNCILLOR IAN EDWARDS**
LEADER OF THE COUNCIL

COUNCILLOR JANE PALMER
CABINET MEMBER FOR HEALTH AND SOCIAL CARE

c.c. All Members of Executive Scrutiny Committee
c.c. Tony Zaman, Social Care
c.c. Gary Collier, Social Care
c.c. Chairman of the Social Care, Housing and Public Health Policy Overview Committee
c.c. Conservative and Labour Group Offices (inspection copy)

Date: 05 March 2021

Non-Key Decision request *Form D*

BETTER CARE FUND SECTION 75 AGREEMENT

Dear Cabinet Member

Attached is a report requesting that a decision be made by you as an individual Cabinet Member. Democratic Services confirm that this is not a key decision, as such the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 notice period does not apply.

You should take a decision **on or after Monday 15 March 2021** in order to meet Constitutional requirements about publication of decisions that are to be made. You may wish to discuss the report with the Corporate Director before it is made. Please indicate your decision on the duplicate memo supplied, and return it to me when you have made your decision. I will then arrange for the formal notice of decision to be published.

Steve Clarke
Democratic Services Officer

Title of Report: Better Care Fund Section 75 Agreement

Decision made:

Reasons for your decision: (e.g. as stated in report)

Alternatives considered and rejected: (e.g. as stated in report)

Signed ……Date……..

Leader of the Council / Cabinet Member for Health and Social Care

BETTER CARE FUND SECTION 75 AGREEMENT

Cabinet Member(s)	Councillor Ian Edwards Councillor Jane Palmer
Cabinet Portfolio(s)	Leader of the Council Cabinet Member for Health and Social Care
Officer Contact(s)	Gary Collier, Social Care
Papers with report	Appendix 1 – Section 75 Variation Form

HEADLINES

Summary	The Better Care Fund (BCF) is a mandatory process through which Council and Hillingdon Clinical Commissioning Group (HCCG) budgets are pooled and then reallocated on the basis of an approved plan intended to achieve closer integration of health and social care activities. This is intended to lead to improved outcomes for residents. The BCF is also a route through which the Government targets funding to support the local health and care system. The focus of Hillingdon's 2020/21 Better Care Fund plan is improving care outcomes for older people, people with learning disabilities and/or autism and children and young people. The Council and HCCG are required to enter into an agreement under section 75 of the National Health Service Act, 2006 to give legal effect to the financial arrangements within the plan. This report seeks delegated authority for the Leader of the Council and the Cabinet Member for Health and Social Care to give final approval to the section 75 agreement once it has completed the mandated partnership approval process, i.e. sign-off by the Health and Wellbeing Board.
Putting our Residents First	This report supports the Council objectives of *Our People.* The recommendation will also contribute to the delivery of the Joint Health and Wellbeing Strategy.
Financial Cost	The recommended total amount for the 2020/21 BCF is £103,427k, this is made up of a Council contribution of £55,448k and a CCG contribution of £47,979k.

Relevant Policy Overview Committee	Social Care, Housing and Public Health Policy Overview Committee
Relevant Ward(s)	All

RECOMMENDATIONS

That the Leader of the Council and the Cabinet Member for Health and Social Care:

1. **Approve the variation to the 2019/20 Better Care Fund agreement between the London Borough of Hillingdon and Hillingdon Clinical Commissioning Group under section 75 of the National Health Service Act, 2006, as described in the report.**

2. **Approve a variation to the contract between the London Borough of Hillingdon and Central and North West London NHS Foundation Trust for the Integrated Therapies for Children and Young People Service to include provision for a Speech and Language Therapist in the Youth Justice Service at an annual cost of £70k.**

Reasons for recommendations

Section 75 agreement variation - Using powers under the 2006 National Health Service Act, NHSE makes the release of the £19,401k element of Hillingdon's Better Care Fund that is under its control conditional, on a pooled budget being established between the Council and Hillingdon Clinical Commissioning Group (HCCG) through an agreement established under section 75 (s75) of the National Health Service Act, 2002 (NHS Act).

In January 2021, Cabinet agreed to delegate authority to approve the terms of the s75 agreement between the Council and HCCG. This was in response to the delay in the publication of the Government's requirements for the 2020/21 BCF plan and the requirement that the Health and Wellbeing Board (HWB) approve financial arrangements. Utilising delegated authority, granted by the Board to the Chairman, and the chairmen of HCCG'S Governing Body and Healthwatch Hillingdon in September 2020, this national requirement has now been met.

The proposal to vary the 2019/20 s75 agreement reflects the *COVID-19 Hospital Discharge Service Requirements* guidance, published on the 19th March 2020, and revised in April 2020 and the NHSE/I *FAQ: Finance Support and Funding Flows* published in April 2020. The variation enables the Council to recover Covid-19 related expenditure incurred during 2019/20.

Variation to the Integrated Therapies for Children and Young People Service contract - The variation will ensure that children and young people with physical, occupational and speech and language difficulties, being supported by the Council's Youth Justice Service, are offered an assessment in accordance with national guidance and good practice, e.g. the Standards for Children in the Youth Justice System, 2019. The post resulting from the variation will be jointly funded by the Council and HCCG on 50:50 basis. The recommendation will ensure that this provision is in place for the duration of the current contract, i.e., until 31st July 2022.

Alternative options considered / risk management

Not entering into the s75 agreement – The Leader and Cabinet Member could decide not to enter the agreement with HCCG for 2020/21 but this is not recommended as it would impact on the availability of £19,401k NHS funding to support the local health and care system, including £7,074k to protect adult social care. It could also impact on the £5,511k Disabled Facilities Grant that is paid directly to the Council by the Ministry of Housing, Communities and Local Government (MHCLG) and also the £7,248k Improved Better Care Fund Grant (iBCF) that is also paid directly to the Council by the MHCLG. In each case grant conditions require that the Council has an agreed BCF plan in place that meets national conditions. Having an agreed s.75 is one of the national conditions.

Not agreeing to the variation to the Integrated Therapies for Children and Young People Service contract - The Leader and Cabinet Member could decide not to agree to the variation. As the proposal will enable the Council to comply with national guidance and address evidence from studies that show the link between the number of people in criminal justice system relating to behavioural issues associated with speech and language difficulties, this is not recommended.

Democratic compliance / previous authority

Cabinet on the 21 January 2021 provided delegated authority to the Leader of the Council and Cabinet Member for Health and Social Care to approve the agreement between the Council and Hillingdon Clinical Commissioning Group under section 75 of the National Health Service Act, 2006 for Hillingdon's 2020/21 Better Care Fund plan.

Policy Overview Committee comments

None at this stage.

SUPPORTING INFORMATION

Background

The Better Care Fund (BCF) is a national initiative intended to deliver integration between health and social care in order to improve outcomes for residents. It is the mechanism that is being used by Government to implement the integration duty under the 2014 Care Act; the 2020/21 plan is the sixth year and builds on the achievements of the four previous plans. The success of the BCF in developing relationships across health and social care has assisted in the local response to the Covid-19 pandemic.

The minimum amount required to be included within the BCF pooled budget for 2020/21 is £31,761k. The proposed contribution is intended to be £103,427k, which would be £71,666k above the minimum required to reflect local ambition. This is due to the inclusion of aspects of service provision for children and young people and people with learning disabilities and/or autism in 2019/20 that have been rolled forward into 2020/21. In addition, it includes additional NHS funded service provision for enhanced hospital discharge support in response to the Covid-19

pandemic. These are the final figures that have now been agreed by the CCG and, as previously stated, the HWB.

For ease of reference the scheme headings are shown in table 1 below.

Table 1: BCF Schemes 2020/21	
Scheme 1: Early intervention and prevention.	***Scheme 5:*** Improving care market management and development.
Scheme 2: An integrated approach to supporting Carers.	***Scheme 6:*** Living well with dementia.
Scheme 3: Better care at end of life.	***Scheme 7:*** Integrated therapies for children and young people (CYP).
Scheme 4: Covid-19 hospital discharge.	***Scheme 8:*** Integrated care and support for people with learning disabilities and/or autism.
Scheme 4A: Integrating hospital discharge and the intermediate tier.	

Section 75 Agreement Variation: Key Features

The report to the 21 January 2021 Cabinet meeting described the key features of the BCF plan for 2020/21. The main features of the variation to the s75 agreement are as follows:

- ***Agreement duration***: The term of the 2019/20 agreement will be extended to 31st March 2021.

- ***Hosting and Pooled Budgets***: Pooled budgets combine funds from different organisations to enable them to secure better outcomes for residents. Since the start of the BCF there has been a single pooled budget that has been hosted by the Council. However, the *Covid-19 Hospital Discharges and Out of Hospital Work: Financial Support and Funding Flows Guidance (30/04/20)* required a specific Covid-19 hospital discharge scheme to be created with its own pooled budget and it is suggested that this be hosted by the CCG. This reflects not only the practice across NWL but is a practical approach in view of the complex arrangements for drawing down funding to support Covid-related expenditure. The proposed hosting arrangements for 2020/21 can be summarised as follows:

  - *Schemes 1, 4A, 5, 6,7 and 8:* The Council will continue to host as in previous years.

  - *Scheme 4:* The CCG will host.

- ***Risk share***: The Council and CCG agreed that for previous iterations of BCF plans both organisations would manage their own risks. It is intended that this approach continues for 2020/21.

- ***Dispute resolution***: Any disputes will be referred to the Cabinet Member for Health and Social Care and the Chairman of the HCCG Governing Body and will be final and binding.

- **Delegations:** The successful response to the Covid-emergency has necessitated a delegation of functions between the Council and HCCG. This has included:

  - Delegation by the Council to the HCCG of its responsibility under the Care Act, 2014 to secure nursing care home placements to address need.

  - Delegation by the CCG to the Council of its responsibility under the NHS Act, 2006, to secure homecare provision to address the need of people whose care is funded by the NHS.

- The detail of the delegation arrangements for the effective delivery of the schemes within the BCF plan as required under the *NHS Bodies and Local authority Partnership Arrangements Regulations, 2000* are set out in **Appendix 1**.

- ***Governance****:* The delivery of the successive iterations of Hillingdon's plans has been overseen by the Core Officer Group comprising of the Council's Chief Finance Officer, the CCG's Deputy Chief Finance Officer, the Corporate Director of Social Care (a statutory member of the HWB), the CCG's Joint Borough Directors and the Council's Head of Health Integration and Voluntary Sector Partnerships. Revisions to governance arrangements for 2020/21 shown in **Appendix 1** reflect the interrelationship between the HHCP Delivery Board and the HWB as agreed by the latter at its September 2020 meeting.

Financial Implications

The sources and allocation of funding are set out in table 2 below:

Table 2: 2020/21 BCF Mandated Financial Requirements Summary			
Item	**2019/20 Income**	**2020/21 Income**	**% Difference**
DFG *(LBH)*	4,504,510	5,111,058	13.5
Minimum CCG contribution	18,361,811	19,401,312	5.7
iBCF *(LBH)*	6,207,140	7,248,248	0
Winter Pressures (LBH)	1,041,108		
Minimum Total	**30,114,569**	**31,760,618**	**5.7**
To Adult Social Care from minimum CCG contribution	6,695,773	7,074,835	5.7
NHS commissioned out of hospital services	5,217,906	5,513,302	5.7

Table 3 below provides the breakdown of Council and CCG contributions in 2020/21 compared with 2019/20.

Table 3: Financial Contributions by Organisation 2019/20 and 2020/21 Compared		
Organisation	**2019/20 (£,000s)**	**2020/21 (£,000s)**
LBH	53,534	55,448
HCCG	39,418	47,979
TOTAL	**92,952**	**103,427**

Table 4 provides a breakdown of investment by the Council and the CCG in each scheme in 2020/21 compared to 2019/20.

Table 4: HCCG and LBH Financial Contribution by Scheme Summary							
Scheme		**Financial Contribution**					
		2019/20			**2019/20**		
		LBH £000s	**LBH £000s**	**LBH £000s**	**LBH £000s**	**LBH £000s**	**LBH £000s**
1	Early intervention and prevention	3,280	2,659	**5,939**	3,759	2,661	**6,420**
2	An integrated approach to supporting Carers	898	104	**1,002**	899	94	**993**
3	Better care at end of life	0	819	**819**	0	819	**819**
4	Covid Hospital Discharge	N/A	N/A	N/A	2,411	815	**3,226**
4A	Improved hospital discharge and the intermediate tier	2,054	19,079	**21,133**	2,142	16,808	**18,950**
5	Improving care market management and development	9,813	14,599	**24,412**	7,598	17,011	**24,609**
6	Living well with dementia	30	342	**372**	30	349	**379**
7	Integrated therapies for children and young people	441	2,231	**2,672**	501	2,306	**2,807**
8	Integrated care and support for people with learning disabilities and/or autism.	30,322	6,195	**36,517**	38,108	7,029	**45,137**
	Programme Management	0	86	**86**	0	87	**87**
	Total Partner Contributions	**46,838**	**46,114**	**92,952**	**55,448**	**47,979**	**103,427**

The Leader and Cabinet Member may wish to note that the CCG's contribution to the Integrated Therapies for Children and Young People Service contract (including the contribution to the Speech and Language Therapist in the Youth Justice Service), i.e. £2,281k, will be paid directly by them to CNWL during 2020/21 and the Council will not be invoiced for this amount. This follows directions from NHSE to CCGs about financial arrangements with NHS providers during the pandemic.

Covid-19 and Hospital Discharge

During the Covid emergency period, i.e. the period between the 19th March and 31st August 2020, funding of costs incurred as a result of hospital discharges is from payments into a pooled budget arrangement with the CCG, with any additional requirements met through the NHS Covid grant. CHC and financial assessments were not conducted during this emergency period, so NHS Covid grant funding covered the impact of the absence of client contributions during this period for new or substantially revised packages.

In accordance with the *Hospital Discharge Service: Policy and Operating Model* guidance published on 21st August, CHC and financial assessments resumed from the 1st September 2020. The guidance requires that hospitals and community health and social care partners should fully embed discharge to assess (D2A) processes. New or extended health and social care support from the 1st September will be funded by the NHS for a period of up to six weeks following discharge from hospital up to the 31st March 2021. During this six-week period a comprehensive health and care assessment will need to be undertaken to determine ongoing care needs. Responsibility for funding any on-going care provision will also need to be determined during this period. The Council has continued to approach this arrangement on a cost neutral basis in line with previously budgeted allocations.

Following discussions between CCGs and local authorities within the North West London sector regarding the apportionment of costs during the pandemic it has been agreed that the Council will pay a flat rate contribution of £200.91k per month, which equates to the Council's Adult Social Care budget of £2,411k and therefore the cost neutral position referred to above. This is reflected in the variation to the s75 agreement and can be seen in **Appendix 1**.

The Council's contributions to the Pooled Budgets are contained within the overall budget for the Council and includes budgets from Social Care, resident facing services and administration departments.

RESIDENT BENEFIT & CONSULTATION

The benefit or impact upon Hillingdon residents, service users and communities

The Council and HCCG will be able to comply with the 2020/21 BCF national requirements.

Consultation carried out or required

HCCG has been consulted on the content of this report.

CORPORATE CONSIDERATIONS

Corporate Finance

Corporate Finance has reviewed this report and associated financial implication, noting the funding split laid out in the table referenced above and confirm that this is consistent with the both Council's Budget Monitoring and MTFF position.

Legal

The Borough Solicitor confirms that the legal implications are included in the body of the report.

BACKGROUND PAPERS

- Cabinet report – 21 January 2021
- Better Care Fund: Policy Statement, 2020 to 2021 (DHSC Dec 2020)
- COVID-19 Hospital Discharge Service Requirements (March, April & September 2020)
- FAQ: Finance Support and Funding Flows (NHSE/I April 2020)
- The Royal College of Speech and Language Therapists: Justice Evidence Base Consolidation: 2017

TITLE OF ANY APPENDICES

Appendix 1 – Section 75 Variation Form

Contract Variation Form

Contract ref: 424675

Company: Hillingdon Clinical Commissioning Group

Service: Agreement under section 75 of the NHS Act, 2006 for the 2019/20 Better Care Fund

Provided Services and Commissioned Care
Adult, Children and Young People's Services
T.01895 250730
gcollier@hillingdon.gov.uk **www.hillingdon.gov.uk**
London Borough of Hillingdon,
4S/01, Civic Centre, High Street, Uxbridge, UB8 1UW

CONTRACT VARIATION FORM

CONTRACT REFERENCE NUMBER: 424675

CONTRACT VARIATION NUMBER:

This Contract Variation Form is issued as an amendment to the above Contract as per Procurement & Contracts Standing Orders: Schedule H – Clause 8. All other Terms and Conditions remain as stated in the original Contract.

This Agreement is made on the day 2021.

WHEREAS:

(A) The London Borough of Hillingdon and Hillingdon Clinical Commissioning Group (NHS Hillingdon) entered into an agreement under section 75 of the National Health Service Act, 2006, in respect of the 2017/19 Better Care Fund on the 30th day of January 2020 (the "*Agreement*").

(B) The Parties have agreed to amend the Agreement as detailed in this variation to take effect from the 19th March 2020 (the "*Effective Date*").

(C) The Parties exercise their rights to vary the Agreement in accordance with clause 29 of the Agreement.

AMENDMENTS TO THE AGREEMENT

1. AMENDMENT 1: DEFINED TERMS AND INTERPRETATION

1.1 To amend Defined Terms and Interpretation by inserting as follows:

1.1.1 ***Better Care Fund Plan*** *means for 2020/21 the schemes described in* ***Schedule 1****.*

1.1.2 ***Covid-19 Pooled Fund*** *means as described in* ***Schedule 1D***

1.1.3 ***Pooled Fund Manager*** *means the Section 151 (Local Government Act, 1972) officer of the Council, who is the Corporate Director of Finance or the Accountable Officer of the CCG or their authorised representative, dependent on context.*

2. AMENDMENT 2: TERM

2.1 Clause 2.2 shall be amended to read:

2.2 This Agreement shall continue until the 31st March 2021 or in accordance with Clause 21.

3. AMENDMENT 2: FUNCTIONS

3.1 To add new clauses 5.6 to 5.10 as follows:

*5.6 For the purposes of implementing the Schemes in **Schedule 1**, the CCG delegates to the Council its functions below:*

5.6.1 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;

5.6.2 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.

5.7 Table 1 below shall describe the form that the delegation provided for in Clause 5.6 above shall take.

Table 1: Summary of Form of Delegated Functions: CCG to Council	
Scheme	***Functions Delegated***
Scheme 1	*None*
Scheme 2	*None*
Scheme 3	*None*
Scheme 4	*a) Delegation by the CCG to the Council to undertake the brokerage function for homecare placements for adults and children on behalf of the CCG as described in **Schedule 1D** of this Agreement.*
	b) Delegation by the CCG to the Council to enter into contractual arrangements with homecare providers on behalf of the CCG.
	*c) Delegation by the CCG to the Council to procure the provision of beds for use as intermediate care on behalf of the CCG as described in **Schedule** 1**D** of this Agreement.*
	*d) Delegation by the CCG to the Council authority to act as lead commissioner on behalf of the CCG for the Discharge to Assess (D2A) Service described in **Schedule 1D**.*
Scheme 4A	*a) Delegation by the CCG to the Council authority to enter contractual arrangements with homecare providers on behalf of the CCG.*
	b) Delegation by the CCG to the Council authority to undertake assessment and prescription of community equipment to meet health needs.
	c) Delegation by the CCG to the Council to act as lead commissioner on behalf of the CCG

	*for the community equipment service as described in **Schedule 1B**.*
Scheme 5	*Delegation by the CCG to the Council to manage the process for people registered with Hillingdon GPs to access Personal Health Budgets as described in Schedule 1C of this Agreement.*
Scheme 6	*None*
Scheme 7	*a) Delegation by the CCG to the Council to exercise on its behalf lead commissioning functions for the Children and Young People's Integrated Therapy Service as described in **Schedule 1E** of this Agreement.*
	*b) Delegation by the CCG to the Council to undertake all necessary steps for the implementation of Scheme 7 in accordance with the terms of **Schedule 1E** and the agreed contract for the provision of the Service.*
Scheme 8	*a) Delegation to the Council by the CCG the case management function for people with a learning disability and/or autism assessed as being eligible for NHS Continuing Healthcare (CHC) funding as described in **Schedule 1F** of this Agreement.* *b) Delegation to the Council by the CCG to act as lead commissioner in securing care and support to meet the assessed needs of people with a learning disability and/or autism eligible for CHC funding.*

5.8 For the purposes of implementing the Schemes as described in Schedule 1 the Council delegates its functions under section 2 (1) of the Care Act, 2014, to the CCG as follows:

5.8.1 Arrangements for the provision of services, facilities or resources, or take other steps that will:

a) Contribute towards preventing or delaying the development by adults in its area of needs for care and support;

b) Contribute towards preventing or delaying the development by carers in its area of needs for support;

c) Reduce the needs for care and support of adults in its area;

d) Reduce the needs for support of carers in its area.

5.9 Table 2 below shall describe the form that the delegation provided for in Clause 5.8 shall take.

Table 2: Summary of Form of Delegated Functions: Council to CCG	
Scheme	***Functions Delegated***
Scheme 1	*None*
Scheme 2	*None*
Scheme 3	*None*
Scheme 4	*a) Delegation to the CCG by the Council to undertake the brokerage function for nursing care home placements for adults and children on behalf of the CCG as described in **Schedule 1D** of this Agreement.*
	b) Delegation to the CCG by the Council to enter into contractual arrangements with nursing care home providers on behalf of the CCG.
Scheme 4A	*Delegation to the CCG by the Council authority to undertake assessment and prescription of community equipment to meet social care needs.*

5.10 The Partners agree that the delegation of functions under this Clause 5 will:

5.10.1 Likely lead to an improvement in the way in which these functions are discharged; and

5.10.2 Will improve health and wellbeing.

4. AMENDMENT 3: ESTABLISHMENT OF A POOLED FUND

4.1 To add amend clause 7.1 to read as follows:

*7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain Pooled Funds for revenue and capital expenditure as set out in **Schedule 1**. For the avoidance of doubt, there shall be two Pooled Funds and their scope shall be as follows:*

7.1.1 Pooled Fund 1: Schemes 1, 2, 3, 4A, 5, 6 and 7.

7.1.2 Pooled Fund 2 (the 'Covid-19 Pooled Fund'): Scheme 4.

4.2 To amend clause 7.6 to read as follows:

7.6 Pursuant to this Agreement, the Partners agree to appoint the Council as Host for Pooled Fund 1 and the CCG for Pooled Fund 2 as set out in the Scheme Specifications.

5. AMENDMENT 4: POOLED FUND MANAGEMENT

5.1 To amend clause 8.1 and 8.2 to read as follows:

8.1 The Partners agree that the Council shall act as host for the purposes of Regulations 7(4) and 7(5) in respect of Pooled Fund 1 and the Council shall appoint an officer to act as the Pooled Fund Manager for the purposes of Regulation 7 (4).

8.2 The Partners also agree that the CCG shall act as host for the purposes of Regulations 7(4) and 7(5) in respect of Pooled Fund 2 and the CCG shall appoint an officer to act as the Pooled Fund Manager for the purposes of Regulation 7 (4).

6. AMENDMENT 5: NOTICES

6.1 To amend clause 28.3.2 to read:

*28.3.2 if to the CCG, addressed to the **Joint Borough Directors**;*

Tel: 01895 203005
E.Mail: sue.jeffers@nhs.net/richard.ellis9@nhs.net

7. AMENDMENT 6: SCHEDULE 1 – SCHEME DESCRIPTIONS

7.1 To replace Schedule 1 with **Annex 1**.

8. AMENDMENT 7: SCHEDULE 1A – FINANCIAL CONTRIBUTIONS SUMMARY

8.1 To replace Schedule 1A with **Annex 2**.

9. AMENDMENT 8: SCHEDULE 1B – OPERATION OF THE COMMUNITY EQUIPMENT SERVICE

9.1 To replace Schedule 1B with **Annex 3**.

10. AMENDMENT 9: SCHEDULE 1D – OPERATION OF HOSPITAL DISCHARGE ARRANGEMENTS

10.1 To replace Schedule 1D with **Annex 4**.

11. AMENDMENT 10: SCHEDULE 1E – INTEGRATED THERAPIES FOR CHILDREN AND YOUNG PEOPLE

11.1 To expand definition of integrated therapies by inserting new clause 1.2.1A as follows:

1.2.1A A Speech and Language Therapist post to support the Council's Youth Justice Service.

11.2 To replace table 2 associated with clause 8.1 as follows:

Table 2: Integrated Therapies Funding Contributions 2019/21 Summary						
Service	**Funder**					
	LBH	**HCCG**	**TOTAL**	**LBH**	**HCCG**	**TOTAL**
	2019/20 (£,000)	**2019/20 (£,000)**	**2019/20 (£,000)**	**2020/21 (£,000)**	**2020/21 (£,000)**	**2020/21 (£,000)**
Integrated therapies	*441*	*2,231*	***2,672***	*441*	*2,246*	***2,687***
SaLT in Youth Justice Service	*N/A*	*N/A*	*N/A*	*35*	*35*	***70***
Designated Clinical Officer in SEND	*N/A*	*N/A*	*N/A*	*25*	*25*	***50***
TOTAL	***441***	***2,231***	***2,672***	***501***	***2,306***	***2,807***

11.3 To add a new clause 8.2 as follows:

8.2 For 2020/21 the CCG shall pay the Service Provider directly the CCG's contribution to the Integrated Therapies Service and SaLT in Youth Justice Service as shown in table 2 above.

12. AMENDMENT 11: SCHEDULE 1F – INTEGRATED CARE AND SUPPORT FOR PEOPLE WITH LEARNING DISABILITIES.

12.1 To replace the table 1 linked to clause 2.1 of Annex B – Financial Arrangements, as follows:

Table 1: Charges to the CCG for LD Services 2020/21			
Type	**FTE/Clients**	**Rate**	**Cost £**
Case Management Service Costs			
1. Staffing: • *Social Work (POB grade)*	*1.5*	*54,576*	*81,863*
2. Accommodation & ICT	*1.5*	*4,000*	*6,000*
3. Additional staff support costs, e.g. travel, training, admin, etc.	*N/A*	*5,000*	*5,000*
4. Finance costs: payment of providers and recharging CCG.	*73*	*309*	*22,557*
TOTAL COST	[redacted]		
TOTAL COST: HOSTING LD HEALTH TEAM AND CASE MANAGEMENT SERVICE			***115,420***

12.2 To replace the table 2 linked to clause to clause 6.1 of Annex B as follows:

Table 2: Scheme 8 Financial Contributions								
Service		Provider	Funder 2019/20			Funder 2020/21		
			LBH (£,000's)	HCCG (£000's)	TOTAL (£000's)	LBH (£,000's)	HCCG (£000's)	TOTAL (£000's)
8.1	Social Care Staffing	LBH	1,254	0	**1,254**	1,254	0	**1,254**
8.2	Homecare	Various P & V	904	0	**904**	840	167	**1,007**
8.3	Community Support	Various P & V	7,047	0	**7,047**	8,093	0	**8,093**
8.4	Supported Living	Various P & V	10,778	0	**10,778**	14,667	282	**14,949**
8.5	Residential/Nursing Care Home Placements	Various P & V	9,593	0	**9,593**	11,945	345	**12,290**
8.6	Respite placements	LBH & Various P & V	746	0	**746**	1,309	64	**1,372**
8.7	CHC Placements	Various P & V	0	3,467	**3,467**	0	3,467	**3,467**
8.8	Non-CHC Placements	Various P & V	0	2,590	**2,590**	0	2,590	**2,590**
8.9	Accommodation & Staffing	LBH	0	138	**138**	0	115	**115**
SCHEME 8 TOTAL			**30,322**	**6,195**	**36,517**	**38,671**	**6,299**	**45,137**

13. AMENDMENT 12: SCHEDULE 3 – BETTER CARE FUND GOVERNANCE ARRANGEMENTS

13.1 To replace Schedule 3 with **Annex 5**.

14. AMENDMENT 13: SCHEDULE 4 - RISK SHARE AND OVER AND UNDER PERFORMANCE

14.1 In respect of community equipment overspends to amend clause 2.2.2 to read as follows:

2.2.2 Where over expenditure occurs as a result of failure of one or more of the Partners to abide by the terms of the Agreement, for example, through inappropriate prescribing practice, the relevant Partner shall bear full responsibility for that overspend.

14.2 To insert a new clause 2.2A to read as follows:

*2.2A With regards to **Schedule 1D (Covid-19 Hospital Discharge)**, the Partners agree to manage their own risks and benefits associated with the Scheme, except in respect of new or additional costs as described in Annex A to the April Financial Reporting Guidance that may be incurred by Social Care to support hospital discharge or admission avoidance during the Scheme 1 period as defined in **Schedule 1D**. These costs will be met by the CCG and reclaimed from the Government.*

EXECUTION OF AGREEMENTS BY THE COUNCIL

CORPORATE SEAL of **THE**
LONDON BOROUGH OF HILLINGDON

was hereunto affixed in the presence of:

Date:

EXECUTION OF AGREEMENTS BY NHS HILLINGDON

NAME: _____

POSITION: _____

SIGNATURE: _____

DATE: _____

Schedule 1 - Scheme Descriptions

Scheme 1: Early intervention and prevention

a) **Scheme Aim(s)**

To manage demand arising from demographic pressures by reducing the movement of Hillingdon residents/patients from lower tiers of risk into higher tiers of risk through proactive early identification and facilitating access to preventative pathways.

b) **2020/21 Priorities**

The 2020/21 priorities under this scheme include:

- Maintain the H4All Covid-19 Hub to support shielded and self-isolating residents for the duration of the pandemic.
- Subject to national Covid-19 guidance, reintroduce falls-prevention programmes.
- Subject to national Covid-19 guidance, provide opportunities for older people to participate in sport and physical activity.
- Explore the increased application of assistive technology to support the independence of residents in the community.

c) **Intended Outcomes/Success Measures**

This scheme will contribute to the following key BCF metric:
- Reduction in non-elective admissions.

Scheme 2: An integrated approach to supporting Carers

a) **Scheme Aim(s)**

This scheme seeks to maximise the amount of time that Carers are willing and able to undertake a caring role.
This will be contributed to by Carers being able to say:
• "*I am physically and mentally well and treated with dignity*"
• "*I am not forced into financial hardship by my caring role*"
• "*I enjoy a life outside of caring*"
• "*I am recognised, supported and listened to as an experienced carer*"

b) **2020/21 Priorities**

The 2020/21 priorities under this scheme are:

- The recruitment of Carer representatives to attend the Strategy Group.
- Development of a guide for people who become Carers unexpectedly.
- Ensuring that the identity of the Carers' lead in each GP Practice is clearly displayed.
- Implementing the response to Carer feedback at the CCG's October 2019 AGM in respect of:
  - ❖ Developing and implementing a strategy for addressing identified barriers to

screening uptake;

- ❖ Supporting access to primary care by piloting a darsi/farsi speaking interpreter in the south of the borough where there is greatest need;

- ❖ Co-design information for children with learning difficulties and/or autism and their families, including Easy to Read guidance on accessing the health service appropriately.

c) **Intended Outcomes/Success Measures**

This scheme will contribute to the following BCF national metrics:
a) Reduction in non-elective admissions.
b) Reduction in permanent admissions to care homes of 65 + population.

Scheme 3: Better care at end of life

a) **Scheme Aim(s)**

This scheme seeks to realign and better integrate the services provided to support people towards the end of their life in order to deliver the ethos of a 'good death.' The main aims are to:

- Ensure that people at end of life are able to be cared for and die in their preferred place of care; and

- To ensure that people at end of life are only admitted to hospital where this is clinically necessary or where a hospital is their preferred place of care or death.

b) **2020/21 Priorities**

The 2020/21 priorities under this scheme are:

- Deliver an integrated model of care for people at end of life.

- Expand the use of the CNWL's *Your Life Line* to provide End of Life rapid response nursing assessments.

- Increase use of digital technology to connect people at end of life and their families.

c) **Intended Outcomes/Success Measures**

This scheme will contribute to the following key BCF metric:
- Reduction in non-elective admissions.

The following measure will also be used to identify whether the scheme is working:

- Proportion of people on an end of life pathway on CMC who achieved their preferred place of death.

Scheme 4: Covid-19 Hospital discharge

a) **Scheme Aim**

The key aim of this Scheme is to maintain capacity at Hillingdon Hospital to support people requiring treatment in hospital for non-Covid related conditions.

b) **2020/21 Priorities**

The 2020/21 priorities under this scheme are:

- Maintain range of Enhanced Discharge Services for the period of the pandemic emergency.

c) **Intended Outcomes/Success Measures**

This scheme will impact on the following BCF metrics:

- Reduction in permanent admissions of older people aged 65 years and over to residential and nursing care homes, per 100,000 population.

Scheme 4A: Integrated hospital discharge and the intermediate tier

a) **Scheme Aims**

The aims of this scheme are:

- To prevent admission and readmission to acute care following an event or a health exacerbation;
- To enable recovery through intermediate care interventions to maximise a person's independence, ability to self-care and remain in their usual place of residence for as long as possible;
- To support discharge from mental health community beds

b) **2020/21 Priorities**

The 2020/21 priorities for this Scheme include:

- Completing the roll out of criteria-led discharge to all wards within Hillingdon Hospital.
- Establishing a single point of coordination within Hillingdon Hospital for hospital discharges, managed under a single, integrated management function.
- Establishing a point of coordination for access to community resources to build up suitable packages of care and support.
- Developing and implement pathways with inclusion criteria that support the discharge of patients on pathway 2.
- Reviewing all specialist pathways to include Frailty, End of Life and Palliative Care to ensure these are aligned to the integrated discharge model.

- Ensuring availability of sufficient step-down/step-up provision (bedded and non-bedded) to meet winter demand surge requirements.

c) **Intended Outcomes/Success Measures**

This scheme will impact on the following BCF metrics:

- Reduction in permanent admissions of older people aged 65 years and over to residential and nursing care homes, per 100,000 population.

Other success measures include:

- ***Daily bed occupancy rate at Hillingdon Hospital:*** The bed occupancy rate should be at no more than 90%.

- ***Length of stay of seven days or more:*** Percentage of people in hospital with a length of stay of seven days or more (known as '*stranded patients'*) should be no more than 30% of the bed base, i.e. 90 based on 315 core beds.

- **Weekend surplus of discharges (people admitted as emergencies) v admissions (people admitted as emergencies) should be more than or equal to 1.**

- ***Out of hospital capacity:*** Health and social care capacity at no more than 90% utilisation

Scheme 5: Improving care market management and development

a) **Scheme Aim(s)**

This scheme is intended to contribute to the STP 2020/21 outcomes of achieving:

- A market capable of meeting the health and care needs of the local population within financial constraints; and

- A diverse market of quality providers maximising choice for local people.

b) **2020/21 Priorities**

The 2020/21 priorities under this scheme are:

- Coordinate access to most up to date information for CQC registered providers.

- Coordinate Covid-testing arrangements for care home staff and residents.

- Coordinate access to PPE for CQC registered providers.

- Embed wrap-around support for all care homes.

- Implement the new Community Based Care and Support Services contract.

- Complete integrated brokerage proposals and secure agreement on way forward post Covid.

c) **Intended Outcomes/Success Measures**

This scheme will contribute to the following national BCF metrics:
- Reduction in non-elective admissions
- Reduction in permanent admissions to care homes of 65 + population.

The following measures will be used to identify whether the scheme is working:
- Number of CQC registered care providers that experience business failure.
- Reduction in inappropriate non-elective admissions from extra care sheltered housing schemes.
- Proportion of people on an end of life pathway on CMC who achieved their preferred place of death.

Scheme 6: Living well with dementia

a) **Scheme Aim(s)**

The main aim of this scheme is that people with dementia and their family carers are enabled to live well with dementia and are able to say:

- *I was diagnosed in a timely way.*
- *I know what I can do to help myself and who else can help me.*
- *Those around me and looking after me are well supported.*
- *I get the treatment and support, best for my dementia, and for my life.*
- *I feel included as part of society.*
- *I understand so I am able to make decisions.*
- *I am treated with dignity and respect.*
- *I am confident my end of life wishes will be respected. I can expect a good death.*

b) **2020/21 Priorities**

The 2020/21 priorities under this scheme are:

- Develop training for care homes in how to manage people with challenging behaviours.
- Enable people living with dementia to continue to live independently in our community and feel supported and knowledgeable about where to access advice and help when required.

c) **Intended Outcomes/Success Measures**

This scheme will impact on the following BCF metrics:
- Reduction in permanent admissions to care homes.

Scheme 7: Integrated therapies for Children and Young People

a) **Scheme Aims**

This Scheme aims to:

- To provide a high quality service for children and young people with physical, occupational and speech and language difficulties in accordance with national guidance and best practice.

- To improve the quality of life and the ability of children and young people with physical, occupational and speech and language difficulties to live independently or with support within the community and participate in mainstream services including education.

b) **2020/21 Priorities**

The 2020/21 priority under this scheme is:

- To embed the implementation of the new integrated therapies model for children and young people.

c) **Intended Outcomes/Success Measures**

This scheme will not contribute to the BCF metrics.

The measures that will be used to identify whether the scheme is working include:

- % of referrals acknowledged within 2 days of receipt (by email or text).
- % of referrals (reviewed by the MDT Panel) with referral decision communicated to the referrer within 2 weeks.
- % of EHC needs assessment reports provided within 6 weeks (statutory) by therapy type: SaLT, OT & physiotherapy.
- % of parents / carers satisfied with the timeliness of the identification of their child's needs.
- % of parent / carers who report that the pathway process is clear and that they feel involved in agreeing their child's intervention outcomes.
- *Youth Justice SaLT*: 100% of young people are offered a SaLT assessment within 2 weeks of referral being accepted.
- *Youth Justice SaLT*: 100% of all Pre-sentence Reports and Breach reports have SaLT contribution.
- *Youth Justice SaLT*: 100% of young people are provided with a report and communication profile outlining their strengths, needs and adaptations.

Scheme 8: Integrated care and support for people with learning disabilities and/or autism

a) **Scheme Aims**

The intended aims of this Scheme are to:

- To improve the quality of care for people with a learning disability and/or autism;
- To improve quality of life for people with a learning disability and/or autism;
- To support people with a learning disability and/or autism down pathways of care to the least restrictive setting;
- To ensure that services are user focused and responsive to identified needs;
- To ensure Value for Money and efficient use of resources, maximising income where at all possible and avoiding duplication.

b) **2020/21 Priorities**

The 2020/21 priorities under this scheme are:

- Deliver new care and wellbeing service contracts for people with learning disabilities and/or autism who are in a supported living setting.
- Complete implementation of the action plan from reviews completed between health and social care under the Learning Disabilities Mortality Review Programme.
- Secure agreement on an integration model that will secure improved outcomes for people with learning disabilities and/or autism for implementation from 2021/22.

c) **Intended Outcomes/Success Measures**

This scheme will not contribute to the BCF metrics.

The following measures will be used to identify whether the scheme is working:
- % of people with learning disabilities known to services in settled accommodation.
- % of people with learning disabilities known to services receiving an annual health check.
- % of Service Users with an up to date Health Action Plan.

Annex 2

SCHEDULE 1A - FINANCAL CONTRIBUTIONS SUMMARY

Figures in the tables within this Schedule are subject to rounding and therefore totals given may not be the sum of the numbers provided.

TABLE 1: BCF FUNDING SUMMARY 2019/21	2019/20	2020/21
	£,000s	***£,000s***
Protecting Social Care	6,696	7,074
CCG Share of Minimum Contribution	11,666	12,320
TOTAL MINIMUM LEVEL OF BCF POOLED FUNDING	**18,362**	**19,401**
Disabled Facilities Grant	4,505	5,111
Additional Council Contribution	35,086	43,089
IBCF Section 31 Grant	6,207	7,248
Winter Pressures	1,041	0
Additional CCG Contribution	27,752	28,578
TOTAL BCF FUNDING	**92,952**	**103,427**

Table 2: Contract and Provider Breakdown

Scheme 1: Early intervention and prevention

Service		Provider	Funder 2019/20			Funder 2020/21		
			LBH (£,000's)	HCCG (£000's)	TOTAL (£000's)	LBH (£,000's)	HCCG (£000's)	TOTAL (£000's)
1.1	Wellbeing Service	H4All	0	351	**351**	0	351	**351**
1.2	Dementia Outreach Support	H4All	20	0	**20**	20	0	**20**
1.3	Falls Prevention	Age UK	0	127	**127**	0	127	**127**
1.4	Integrated Care Programme	HHCP	0	1,755	**1,755**	0	1,755	**1,755**
1.5	Care Connection Teams	HHCP	0	332	**332**	0	332	**332**
1.6	Core Grant	Age UK	582	0	**582**	582	0	**582**
1.7	Core Grant	Dash	98	0	**98**	98	0	**98**
1.8	Core Grant	Mind	80	0	**80**	90	0	**90**
1.9	MarketPlace	Liquidlogic	0	45	**45**		45	**45**
1.10	Online Services Coordinator	LBH	0	48	**48**		50	**50**
1.11	MOVES Programme	LBH	20	0	**20**	0	0	**0**
1.12	Telecare - DFG	LBH	360	0	**360**	360	0	**360**
1.13	Major Adaptations - DFG	LBH	2,120	0	**2,120**	2,726	0	**2,726**
SCHEME 1 TOTAL			**3,280**	**2,659**	**5,939**	**3,876**	**2,661**	**6,537**

Scheme 2: An integrated approach to supporting Carers								
Service		Provider	Funder 2019/20			Funder 2020/21		
			LBH (£,000's)	HCCG (£000's)	TOTAL (£000's)	LBH (£,000's)	HCCG (£000's)	TOTAL (£000's)
2.1	Carers' hub, assessments and reviews.	Carers Trust (lead)	659	0	**659**	659	0	**659**
2.2	Core grant	Carers Trust	105	0	**105**	105	0	**105**
2.3	Services to Carers (inc respite)	Various P & V	0	85	**85**	0	75	**75**
2.4	Carer Support Worker	Carers Trust	0	19	**19**	0	19	**19**
2.5	Respite Breaks	Harlington Hospice	135	0	**135**	135	0	**135**
SCHEME 2 TOTAL			**899**	**104**	**1,003**	**899**	**94**	**993**

Scheme 3: Better care for people at end of life								
Service		Provider	Funder 2019/20			Funder 2020/21		
			LBH (£,000's)	HCCG (£000's)	TOTAL (£000's)	LBH (£,000's)	HCCG (£000's)	TOTAL (£000's)
3.1	Palliative Home Care	CNWL	0	557	**557**	0	557	**557**
3.2	Community Palliative Team	CNWL	0	262	**262**	0	262	**262**
SCHEME 3 TOTAL			0	819	**819**	**0**	**819**	**819**

Scheme 4: Covid hospital discharge								
Service		Provider	Funder 2019/20			Funder 2020/21		
			LBH (£,000's)	HCCG (£000's)	TOTAL (£000's)	LBH (£,000's)	HCCG (£000's)	TOTAL (£000's)
4.1	Residential Placements (65+)	Various P & V	**N/A**			934	0	**934**
4.2	Nursing Placements (65+)	Various P & V				508	0	**508**
4.3	Homecare (65+)	Various P & V				969	0	**969**
4.4	Step-down Building A	Comfort Care Services				0	349	**349**
4.5	Step-down Building B	LBH				0	81	**81**
4.6	D2A	Comfort Care Services				0	385	**385**
SCHEME 4 TOTAL						**2,411**	**815**	**3,226**

Scheme 4A: Integrated hospital discharge and the intermediate tier								
Service		Provider	Funder 2019/20			Funder 2020/21		
			LBH (£,000's)	HCCG (£000's)	TOTAL (£000's)	LBH (£,000's)	HCCG (£000's)	TOTAL (£000's)
4A.1	Prevention of Admission/Readmission to Hospital (PATH) Service	H4All (Age UK)	29	97	**126**	29	97	**126**
4A.2	Reablement Team	LBH	0	1,328	**1,328**	0	1,328	**1,328**
4A.3	Reablement & Hospital Assessments	LBH	0	1,173	**1,173**	0	1,198	**1,198**
4A.4	Reablement Physio	CNWL	0	70	**70**	0	70	**70**
4A.5	Residential Placements (65+)	Various P & V	0	922	**922**	0	0	**0**
4A.6	Nursing Placements (65+)	Various P & V	0	497	**497**	0	0	**0**
4A.7	Homecare (65+)	Various P & V	0	963	**963**	0	0	**0**
4A.8	D2A	Comfort Care Services	0	239	**239**	0	252	**252**
4A.9	Continuing Healthcare Social Work post	LBH	0	0	**0**	0	45	**45**
4A.10	Step-down Flat - Cottesmore House	Paradigm Housing Group	0	50	**50**		50	**50**
4A.11	Community equipment - DFG	Medequip	1,561	0	**1,561**	1,678	0	**1,678**
4A.12	Hospital Discharge Grant - DFG	Various P & V	250	0	**250**	250	0	**250**
4A.13	Rapid Response	CNWL	0	2,174	**2,174**	0	2,174	**2,174**
4A.14	Hawthorne Intermediate Care Unit (HICU)	CNWL	0	1,849	**1,849**	0	1,849	**1,849**
4A.15	Community Rehab	CNWL	0	1,878	**1,878**	0	1,878	**1,878**
4A.16	Take Home and Settle	H4All (Age UK)	0	63	**63**	0	63	**63**
4A.17	Community Homesafe	CNWL	0	706	**706**	0	706	**706**
4A.18	Franklin House Step-down beds	Care UK	0	259	**259**	0	259	**259**
4A.19	Pressure Mattresses	Healthcare Direct	214	0	**214**	214	0	**214**
4A.20	Continence Service	CNWL	0	900	**900**	0	900	**900**
4A.21	Community Matrons	CNWL	0	726	**726**	0	726	**726**
4A.22	District Nursing	CNWL	0	4,451	**4,451**	0	4,451	**4,451**

4A.23	Twilight Service	CNWL	0	167	**167**	0	167	**167**
4A.24	Tissue Viability	CNWL	0	566	**566**	0	566	**566**
SCHEME 4A TOTAL			**2,025**	**19,079**	**21,133**	**2,142**	**16,808**	**18,950**

Scheme 5: Improving care market management and development								
Service		**Provider**	**Funder 2019/20**			**Funder 2020/21**		
			LBH *(£,000's)*	**HCCG** *(£000's)*	**TOTAL** *(£000's)*	**LBH** *(£,000's)*	**HCCG** *(£000's)*	**TOTAL** *(£000's)*
5.1	Quality Assurance Team	LBH	0	185	**185**	0	233	**233**
5.2	Adult Safeguarding	LBH	0	300	**300**	0	383	**383**
5.3	Integrated Brokerage	LBH	350	47	**397**	350	47	**397**
5.4	Extra Care Team Manager Post	LBH	0	0	**0**	0	55	**55**
5.5	Extra Care Social Work Post	LBH	0	53	**53**	0	64	**64**
5.6	Residential Homes (65 +)	Various P & V	1,487	0	**1,487**	1,051	436	**1,487**
5.7	Nursing Care Home (65+) -PD & EMI	Various P & V	3,982	4,959	**8,841**	2,203	6,738	**8,941**
5.8	EMI Homecare (65+)	Various P & V	0	253	**253**	0	253	**253**
5.9	Integrated Homecare (65 +)	Various P & V	3,994	1,512	**5,506**	3,994	1,512	**5,506**
5.10	CHC Homecare	Various P & V	0	797	**797**	0	797	**797**
5.11	Palliative Nursing Care Home	CNWL	0	602	**602**	0	602	**602**
5.12	Palliative Homecare	CNWL	0	562	**562**	0	562	**562**
5.13	Nursing & Homecare - Physical disability under 65	Various P & V	0	2,774	**2,774**	0	2,774	**2,774**
5.14	Funded Nursing Care	Various P & V	0	2,433	**2,433**	0	2,433	**2,433**
5.15	Community Matron	CNWL	0	120	**120**	0	120	**120**
SCHEME 5 TOTAL			**9,813**	**14,599**	**24,412**	**7,598**	**17,011**	**24,609**

Scheme 6: Living well with dementia								
Service		**Provider**	**Funder 2019/20**			**Funder 2020/21**		
			LBH *(£,000's)*	**HCCG** *(£000's)*	**TOTAL** *(£000's)*	**LBH** *(£,000's)*	**HCCG** *(£000's)*	**TOTAL** *(£000's)*
6.1	Dementia Resource Centre	LBH	0	342	**342**		342	**342**
6.2	Dementia Befriending Service	H4All	30	0	**30**	30	0	**30**
SCHEME 6 TOTAL			**30**	**342**	**372**	**30**	**342**	**372**

Scheme 7: Integrated therapies for children and young people.								
Service		Provider	Funder 2019/20			Funder 2020/21		
			LBH *(£,000's)*	HCCG *(£000's)*	TOTAL *(£000's)*	LBH *(£,000's)*	HCCG *(£000's)*	TOTAL *(£000's)*
7.1	Therapies for CYP	CNWL	441	2,231	**2,672**	441	2,246	**2,687**
7.2	SaLT Post in Youth Justice Service	CNWL	0	0	**0**	35	35	**70**
7.3	Designated Clinical Officer in SEND	CNWL	0	0	**0**	25	25	**50**
SCHEME 7 TOTAL			**441**	**2,231**	**2,672**	**501**	**2,306**	**2,807**

Scheme 8: Integrated care and support for people with learning disabilities and/or autism								
Service		Provider	Funder 2019/20			Funder 2020/21		
			LBH *(£,000's)*	HCCG *(£000's)*	TOTAL *(£000's)*	LBH *(£,000's)*	HCCG *(£000's)*	TOTAL *(£000's)*
8.1	Social Care Staffing	LBH	1,254	0	**1,254**	1,254	0	**1,254**
8.2	Homecare	Various P & V	904	0	**904**	840	167	**1,007**
8.3	Community Support	Various P & V	7,047	0	**7,047**	8,093	0	**8,093**
8.4	Supported Living	Various P & V	10,778	0	**10,778**	14,667	282	**14,949**
8.5	Residential/Nursing Care Home Placements	Various P & V	9,593	0	**9,593**	11,945	345	**12,290**
8.6	Respite placements	LBH & Various P & V	746	0	**746**	1,309	64	**1,372**
8.7	CHC Placements	Various P & V	0	3,467	**3,467**	0	3,467	**3,467**
8.8	Non-CHC Placements	Various P & V	0	2,590	**2,590**	0	2,590	**2,590**
8.9	Accommodation & Staffing	LBH	0	138	**138**	0	115	**115**
SCHEME 8 TOTAL			**30,322**	**6,195**	**36,517**	**38,671**	**6,299**	**45,137**

Service	Provider	Funder 2019/20			Funder 2020/21		
		LBH *(£,000's)*	HCCG *(£000's)*	TOTAL *(£000's)*	LBH *(£,000's)*	HCCG *(£000's)*	TOTAL *(£000's)*
Programme Management	LBH	0	86	**86**	0	87	87
TOTAL		**0**	**86**	**86**	**0**	**87**	**87**

BCF Plan Financial Contribution Total					
Funder 2019/20			Funder 2020/21		
LBH *(£,000's)*	HCCG *(£000's)*	TOTAL *(£000's)*	LBH *(£,000's)*	HCCG *(£000's)*	TOTAL *(£000's)*
46,838	46,114	**92,952**	55,448	47,979	**103,427**

SCHEDULE 1B - OPERATION OF THE COMMUNITY EQUIPMENT SERVICE

1. BACKGROUND

1.1 The subject of this **Schedule 1B** of the Agreement is the operation of the Community Equipment Service (CES), which will be referred to in this Schedule as the Service.

1.2 The Community Equipment Service includes:

1.2.1 The Equipment Loans Service (ELS) which provides daily living equipment to people who meet the eligibility criteria described in **Annex A** of this Schedule.

1.2.2 Standard and non-standard minor adaptations and door entry systems as defined in Clause 1.3 below and provided to people who meet the eligibility criteria described in **Annex A** of this Schedule.

1.2.3 Equipment Prescription Service as defined in Clause 1.3 below.

1.3 Defined terms and interpretation for this **Schedule 1B** will be as described in Clause 1.1 of the Agreement unless otherwise stated below:

1.3.1 ***Contract Operations Officer*** means the person appointed by the Council to oversee the day to day operation of the Contract.

1.3.2 ***Contract*** means the contract with the Service Provider.

1.3.3 ***Door entry systems*** refer to systems that facilitate authorised access to the homes of Hillingdon residents where the resident is unable to directly open their front door because of a disability.

1.3.4 ***Eligibility criteria*** means the criteria agreed between the Partners to determine access to the Service as described in **Annex A** of this Schedule.

1.3.5 ***Equipment Prescription Service*** means a prescription for equipment to meet assessed need that reflects the value of the local statutory sector financial contribution to meeting that need. The prescription provides the opportunity to the Service User/Patient to '*top-up'* the statutory sector contribution should they wish to do so. Prescriptions can be redeemed in retail outlets approved by the Council. People electing to use the Prescription Service do so as an alternative to the equipment available through the standard ELS catalogue.

1.3.6 ***Minor adaptations*** refer to adaptations costing under £1k.

1.3.7 ***Standard minor adaptations*** refer to minor adaptations available through the Service Provider's equipment catalogue.

1.3.8 ***Non-standard minor adaptations*** refer to minor adaptations that are not available through the Service Provider's equipment catalogue and for which a procurement process is required to be undertaken. These are adaptations that require the services of a building.

1.3.9 ***Prescribers*** refer to qualified staff from all Prescriber Teams who are authorised to prescribe equipment.

1.3.10 ***Prescribing Teams*** refer to teams across Social Care and the NHS who have prescribers authorised to prescribe equipment to people who are residents of the borough or who are registered with a GP who is a member of Hillingdon Clinical Commissioning Group (HCCG).

1.3.11 ***Service Provider*** means Medequip Assistive Technology Ltd.

2. SERVICE AIM

2.1 The aim of the Community Equipment Service is to maximise the independence of Hillingdon's residents and other people who meet the eligibility criteria shown in **Annex A** thereby reducing the pressure on the borough's health and care system. This will be achieved by enabling people to carry out day-to-day tasks and activities of daily living that they would otherwise be unable to do without support.

3. MONITORING ARRANGEMENTS

3.1 The Council will employ a Contract Operations Officer who will manage the relationships between Prescribing Teams, the Service Provider and the Partners.

3.2 Activity, expenditure and quality of service delivery of the Services under this **Schedule 1B** will be overseen by the Budget Monitoring Group, the role and responsibility of which is set out in **Annex B**.

3.3 The Contract Operations Officer will provide monthly updates of activity information, expenditure and projected year-end expenditure as directed by the Budget Monitoring Group or the Partnership Board.

3.4 Prescribing teams will be given notional budgets against which they will prescribe and their activity will be monitored.

3.5 The Council will provide quarterly financial monitoring reports and year-end accounts showing funds received, funds spent, funds committed and any unspent resources, to the Partnership Board. The Council will also provide such other reports as deemed necessary to ensure compliance with Audit requirements.

3.6 The pooled budget will not pay the Service Provider for any expenditure above (or different from) that previously agreed unless so authorised in advance by the Partners.

4. PRESCRIBING AUTHORITY

4.1 The Contract Operations Officer will enable Prescribers to prescribe equipment under this **Schedule 1B** up to a value as directed by the appropriate team manager or service leads from the Partners. Team managers and service leads will have authority to remove prescribing authority or alter the value to which a Prescriber can prescribe equipment under this **Schedule 1B**.

4.2 The Contract Operations Officer may, in consultation with the Chair of the Partnership Board, remove the authority of any prescribing team to prescribe equipment under this **Schedule 1B**. This may only take place where there has been persistent and demonstrable failure to comply with the Eligibility Criteria and that has not been remedied following written notice.

5. CONTRACT

5.1 The Council will hold the Contract with the Service Provider for the delivery of the Services set out in **Annex C**.

5.2 The Service Provider will carry out the day-to-day requirements of the Services as outlined in **Annex C**. As Host Authority the Council will have the responsibility for managing the Contract.

5.3 Ownership of equipment loaned to Service Users for use in their homes rests jointly with the Partners. At the point of termination of the Agreement, separate negotiations will be undertaken regarding the distribution of ownership of loaned equipment provided.

6. FINANCIAL ARRANGEMENTS

Financial Contributions

6.1 The contributions of the Partners to the CES will be based on the principle that each Partner pays for what they use.

2019/21 Budget

6.2 The breakdown of the 2019/21 budget for the Service is shown in table 1 below.

Table 1: Community Equipment Service Budget 2019/21						
Equipment Service	**2019/20**			**2020/21**		
	HCCG ***(£,000s)***	**LBH** ***(£,000S)***	**TOTAL** ***(£,000S)***	**HCCG** ***(£,000s)***	**LBH** ***(£,000S)***	**TOTAL** ***(£,000s)***
Equipment Loans	1,223	338	1,561	1,223	338	1,561
Minor Adaptations	36	14	50	36	14	50
Door Entry Systems	24	13	37	24	13	37
Equipment Prescription Service	29	1	30	29	1	30
TOTAL	**1,312**	**366**	**1,678**	**1,312**	**366**	**1,678**

6.3 Table provides a breakdown of the ELS budget for 2019/21.

Table 2: Equipment Loans Service Budget Breakdown 2019-2021		
Item	**2019/20 (£,000)**	**2020/21 (£,000)**
Equipment purchase	1,439	1,439
Staff	54	54
Equipment Maintenance	50	50
Lead authority role RB K & C	9	9
Overheads - Directly attributable	9	9
Net Cost/Budget	**1,561**	**1,561**

Budget Setting

6.4 The Council will propose a base ELS budget for consideration by the Partners by end of Q3 2020/21 and a proposed base budget for 2021/22 will be determined by the end of February 2020. Prescribing Teams funded from the Pooled Budget will be notified of their allocation.

6.5 The amount to be provided will cover service developments, inflation and cost pressures.

6.6 The VAT regime of the Council will apply as laid out in the CIPFA guidance on Pooled Funds.

6.7 Definition of management costs and any shared overheads will be as agreed between the Partners.

Over and Under-spends

6.8 Provisions concerning over and under-spends are addressed in **Schedule 4** of this Agreement.

7. AUDIT ARRANGEMENTS

7.1 In addition to the provisions in Clause 14 (*Audit and Right of Access*) of this Agreement, the Council may in respect of this **Schedule 1B** arrange for an audit of assessments for equipment and the application of the Eligibility Criteria. The costs arising from this audit will be shared equally by the Partners.

ANNEX A - ELIGIBILITY CRITERIA FOR ACCESS TO SERVICES UNDER THE EQUIPMENT LOANS SERVICE

1. The person must be deemed to be ordinarily resident in the London Borough of Hillingdon to which they have applied for assistance or they are registered with a GP practice that is a member of NHS Hillingdon CCG.

And

2. The adult's needs arise from or are related to a physical or mental impairment or illness.

And

3. The person is eligible under the Care Act 2014 (adults), the Chronically Sick and Disabled Persons Act 1970 (children and young people), National Health Service Act 2006 with consideration as needed to the Human Rights Act 1998, Equalities Act 2010, Moving and Handling Operations Regulations 1992 and Lifting Operations and Lifting Equipment Regulations 1998.

GENERAL CONSIDERATIONS

4. A Therapist, Nurse or trained member of staff, as agreed by the NHS Hillingdon CCG or the London Borough of Hillingdon, may supply equipment following a proportionate and appropriate assessment.

5. Where appropriate the first choice is for the person is to receive rehabilitation or training in alternative techniques to carry out a daily living activity rather than rely on equipment/minor adaptation.

6. Equipment/minor adaptation provision needs to follow the process mapping as for that equipment type detailed below. In addition, equipment and minor adaptations must be considered to prevent, delay or reduce the needs of adults for care and support as outlined in the Care Act 2014.

7. Identified equipment/minor adaptation must focus on minimising risk to and maximising independence of the Service User.

8. The Prescriber must undertake a follow up telephone call and/or visit to ensure that the Service User and/or their Carer are able to use the equipment or minor adaptation safely.

9. Staff must be aware which pieces of equipment require an annual review, e.g. specialist seating for children and some manual handling equipment and make arrangements for this.

10. The Service User must be informed at the time of assessment that the equipment provided through the Loan Model (excluding Minor Adaptations), is on loan for their and their Carer's exclusive use. All equipment should be looked after and used as instructed by the practitioners and information contained in manufacturers publications as provided at the time of issue. The Conditions of Loan document must be issued to each service user (family member) and a record of this made against the service user's file/case notes.

11. Managers should ensure that the equipment and services prescribed do not exceed the annual budget allocation and work within their budget limits.

12. Carer's needs should be assessed at the same time as the person. Equipment may be issued with the primary aim of meeting the carer's needs e.g. transfer belt to prevent back injury.

13. It is expected that nursing and residential care homes will provide their residents with a range of equipment to meet the variety of care needs that is appropriate to their registration status with the Care Quality Commission, including variations in height, weight and size. The Council and CCG are not responsible for the general provision of equipment unless there is an emergency whereby a temporary item can be supplied for a short period time, for example, to facilitate an urgent hospital discharge or where there is a safeguarding concern. Standard equipment should not be supplied to residential or nursing care homes; however, standard special and bespoke special equipment will be considered on a case by case basis following the special equipment request process.

14. A hospital bed for a Service User in residential care homes will be allowed where their needs have escalated to the extent that they require nursing care and the provision of this type of bed will allow them to remain in their current care setting.

15. Each Prescribing Team must make service appropriate arrangements to ensure that equipment no longer needed is collected.

ANNEX B - BUDGET MONITORING GROUP

SCHEDULE%201B%20-%20ANNEX%20B.d

ANNEX C - CONTRACT WITH THE SERVICE PROVIDER

Call Off Contract - Medequip.pdf

Service Specification.docx

Schedule 1D: Operation of Covid-19 Hospital Discharge Scheme

1. BACKGROUND AND OVERVIEW

1.1 The subject of this **Schedule 1D** of the Agreement is the operation of hospital discharge arrangements during the period of the Covid-19 pandemic.

1.2 This Schedule describes financial and commissioning arrangements as they apply to people discharged from all hospitals.

1.3 The Schedule 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. The Partners have reviewed the Discharge Requirements and determined that the arrangements as set out in this Schedule will permit them to implement the Discharge Requirements.

1.4 A pooled budget will be established into which the funding for this Scheme will be paid. This will be known as the Covid-19 Pooled Fund.

1.5 The Host Partner for the Covid-19 Pooled Fund will be the CCG and the designated lead for it will be the CCG's Borough Director.

1.6 Unless the context otherwise requires, the defined terms used in this **Schedule** will have the meanings set out in the Partnership Agreement. For the purposes of this Schedule the following terms will have the following ascribed meaning:

1.6.1 **CHC** means NHS Continuing Healthcare, a system under which care provision for people with complex long-term health conditions is fully funded by the NHS as set out in the *National Framework for NHS Continuing Healthcare and NHS-funded Nursing Care* (October 2018);

1.6.2 **CHC Team** means the NWL Continuing Healthcare Team. This is the team with responsibility for discharging the responsibilities of the CCG under the *National Framework for NHS Continuing Healthcare and NHS-funded Nursing Care* (October 2018);

1.6.3 **'April Guidance'** means the *Covid-19 Hospital Discharges and Out of Hospital Work: Financial Support and Funding Flows Guidance (30/04/20);*

1.6.4 '**April Financial Guidance'** means the *Guidance and FAQ: Finance Support and Funding Flows* (NHSE/I April 20 v2)

1.6.5 **FNC** means Funded Nursing Care, which is a benefit paid by the NHS to those who do not qualify for free NHS Continuing Healthcare but are deemed to need nursing care as opposed to just residential care;

1.6.6 **'August Guidance'** means the *Hospital Discharge Service: Policy and Operating Model* (21/08/20);

1.6.7 **NWL** means the North West London Integrated Care System;

1.6.8 **Packages of Care** means for the purposes of this Schedule provision of homecare in a person's own home;

1.6.9 **Placements** means for the purposes of this Schedule placements in care homes registered with the Care Quality Commission (CQC) for the provision of accommodation with personal care or accommodation with nursing;

1.6.10 **Scheme 1 and Scheme 1 Period** mean, for the purposes of this **Schedule 1D**, reference to the period from 19th March to 31st August 2020 as described in the August Guidance;

1.6.11 **Scheme 2 and Scheme 2 Period** mean, for the purposes of this **Schedule 1D**, reference to the period from 1st September 2020 to 31st March 2021 as described in the August Guidance.

1.7 The terms and conditions of the Partnership Agreement will equally apply to this Schedule unless otherwise stated.

1.8 This Schedule will take effect from the 19th March 2020.

2. AIMS AND OUTCOMES

2.1 **Aim**: The key aim of the Scheme is to facilitate rapid discharge of people who are clinically suitable for discharge from hospitals but are unable to return to their usual place or residence or care setting. This will be achieved through the rapid mobilisation of care and support packages and the avoidance of hospital admissions. This will be achieved through the rapid mobilisation of care and support packages.

2.2 **Outcome**: The key intended outcome is the maintenance of enough capacity within hospitals to provide care for people with Covid-19 who require hospitalisation and other residents with conditions to prevent a hospital admission.

3. FINANCIAL ARRANGEMENTS

Financial Contributions

3.1 The supporting principle governing financial contributions under this Schedule 1D is that the Council should contribute no more in 2020/21 than it would reasonably expect to do so as business as usual, as determined by a comparison with the 2019/20 actuals.

3.2 Additional costs as described in clause 3.1 will be met by the NHS.

3.3 The Council and the CCG will make contributions to the Covid-19 Pooled Fund for the following areas of expenditure:

3.3.1 Placements and Packages of Care and associated costs.

3.3.2 Intermediate tier services

3.4 In respect of clause 3.3.1 above, the Council will make a monthly contribution of £200,901 per month or £2,410,817 for 2020/21.

3.5 The intermediate tier services referenced in clause 3.3.2 above will be funded by the CCG. The CCG's contribution will be as shown in table 1 below.

3.6 Any variation in costs attributed to the services in table 1 necessary to manage demand fluctuations will be reconciled at year end.

Table 1: 2020/21 Intermediate Tier Services Summary				
Service	**Provider**	**Start Date**	**End Date**	**Total Cost 2020/21 (£,000s)**
Specialist Homecare (D2A)	Comfort Care Services	25/03/20	31/03/21	**385**
Step-down: Building A	Comfort Care Services	03/04/20	31/03/21	**349**
Step-down: Building B	LBH	03/04/20	30/06/20	**81**
			TOTAL	**815**

3.7 The CCG's business as usual funding for the D2A Service of £252,364 shall be contained within Scheme 4A as shown in table 2 of **Schedule 1A** of this Agreement.

3.8 The Partners will:

3.8.1 Comply with any requirements and any guidance issued by HM Government and/or the NHS relating to the funding of this Covid-19 Hospital Discharge Scheme; and

3.8.2 Work together in good faith to give effect to any such requirements and/or guidance.

3.8.3 The Partners will make available any information required for audit purposes.

3.9 During Scheme 1 there will be no eligibility assessments or means testing for beneficiaries of the services provided under the Schedule. Under this Schedule, the cost of care packages or enhancements to existing packages, in excess of normal Council expenditure, or normal council rates, will be met from the CCG contribution to the pooled budget. This will be updated on a monthly basis during Scheme 1 in order to match the budget to actual expenditure.

3.9 The monies in the Pooled Fund that 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 April Guidance as being eligible for this funding.

3.10 The Council will make a flat rate monthly contribution to the pooled fund throughout 2020/21 based on a comparison with the 2019/20 actuals during the period equivalent to Scheme 1. The flat rate contribution will be a justifiable and auditable sum agreed between the local CCG and LA Partners

3.11 Care costs for people discharged from hospital during Scheme 2 will be met by the NHS for up to six weeks from the CCG's contribution to the Pooled Fund.

Placements and Packages of Care

3.12 During the Scheme 1 period the Council will act as lead commissioner on behalf of the CCG for the provision of homecare and the intermediate tier services shown in table 1. The CCG will act as lead commissioner on behalf of the Council for placements, i.e. residential and nursing care home beds. These arrangements will also apply to the Scheme 2 period, except for residential care placements, the commissioning of which the Council will undertake directly.

Placements and Packages of Care: Scheme 1 Exit Arrangements

3.13 Commissioners should plan throughout the Scheme 1 period to ensure appropriate processes and governance are in place for the cessation of the period. As part of this, planning conversations should be taking place with patients and their families about the possibility that they will need to pay for their care later, as appropriate

3.14 The Council and the CCG will work together to identify residents that are in higher cost placements than would normally be funded, with a view to renegotiating rates and /or offering alternative care settings.

3.15 Where social care has been provided free at the point of delivery for the emergency period, the expectations of individuals in receipt of funded care packages that may not continue to be funded after the COVID-19 emergency period, this will need to be managed, as some individuals will need to return to usual funding arrangements, which will mean they may have to contribute or fully fund their care

3.16 During 2020/21 the CCG will continue to fund placement costs, including the differential between the placement rates for care home beds secured by the CHC Team and the rates ordinarily paid by the council, for a period of six weeks following a determination of long-term care needs and the identification of the appropriate funding stream. The CCG will continue to fund the differential between the placement rates for care home beds secured by the CHC Team and the rates ordinarily paid by the Council, until the end of March 2021.

3.17 The Council will work in partnership with the CHC Team to secure alternative placement arrangements at local authority rates in circumstances where the Service User is eligible for local authority funded social care support and it is not possible to negotiate a revision to the rates paid during Scheme 1.

Placements and Packages of Care: Scheme 2 Exit Arrangements

3.18 The Partners acknowledge and accept that no Care Act assessments will take place in an acute hospital setting.

3.19 For Service Users eligible to receive a financial contribution to meeting their adult social care needs from the local authority, the Council will assume funding responsibility from week 7 or from the point of the assessments to determine eligibility where this is earlier. The CCG will continue to fund the differential between the placement rates for care home beds secured by the CHC Team and the rates ordinarily paid by the Council, until the end of March 2021.

3.20 Where an assessment has not taken place by the end of week six then the following will apply from week 7:

3.20.1 Where the CHC or FNC assessments are delayed, the CCG will remain responsible for paying until CHC/FNC assessment is done.

3.18.2 After this, where the individual is assessed as not eligible for NHS CHC, responsibility for funding will sit with the local authority in line with existing procedures until the Care Act Assessment is completed, after which normal funding routes will apply.

Intermediate Tier Services: Exit Arrangements

3.21 The CCG may decommission or reduce the capacity of the services shown in table 1 during either the Scheme 1 or Scheme 2 periods by giving reasonable notice. Reasonable notice is defined as follows:

3.21.1 Specialist Homecare (D2A): *Two calendar weeks.*

3.21.2 Step-down building A: *Four calendar weeks*

3.22 Should the CCG wish to retain any of the services shown in table 1 beyond the term of the Agreement written notice must be given to the Council detailing the:

3.22.1 Service(s) to be retained;

3.22.2 Service capacity required;

3.22.3 Estimated period of provision required.

3.23 The CCG may terminate the services in table 1 in accordance with clause 3.21 without penalty. However, the CCG acknowledges and accepts that terminating this provision will release workforce capacity that it may take some time to restore should it be necessary to reactivate the services. For step-down building A this may not be possible, as the premises will be subject to letting to tenants.

4. GENERAL GOVERNANCE

4.1 For the duration of the Scheme 1 Period separate governance arrangements to those described in **Schedule 3** of the Partnership Agreement will apply to this Schedule. At the cessation of the Scheme 1 Period the established governance arrangements as set out in **Schedule 3** will once again apply.

4.2 The lead person for this Scheme will be the Council's Head of Hospital Discharge and Localities who shall report to the Integrated Hospital Discharge Executive. This group will include among its membership the following:

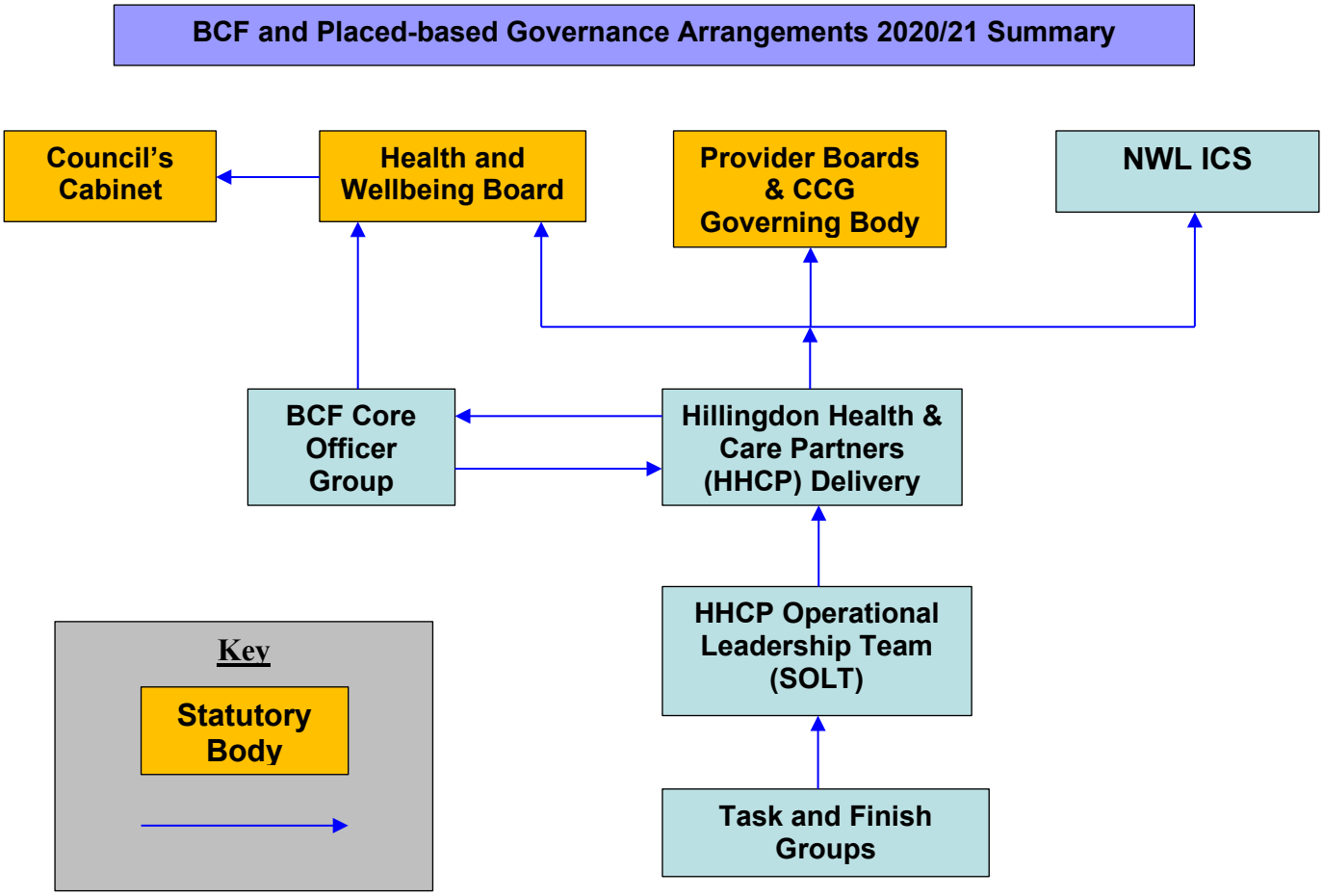
- Director of Social Care - Council
- Borough Director - HCCG
- Chief Operating Officer - The Hillingdon Hospitals
- Borough Director (Community) - CNWL

4.3 The members of this group will report into the weekly North West London Gold conference calls and their respective organisational management structures. In addition, they will contribute to the weekly Covid-19 Coordination Hub meetings.

SCHEDULE 3 - BETTER CARE FUND GOVERNANCE ARRANGEMENTS

1. BETTER CARE FUND GOVERNANCE STRUCTURE SUMMARY

1.1 Figure 1 below summarises how the governance of the BCF fits within the broader placed-based governance arrangements for the health and care system in Hillingdon.



2. BETTER CARE FUND GOVERNANCE STRUCTURES TERMS OF REFERENCE

a) Health and Wellbeing Board

2.1 The key purpose of the Health and Wellbeing Board is to fulfil statutory requirements under the 2012 Health and Social Care Act to improve the health and wellbeing of the local population.

2.2 The Board is also responsible for:

2.2.1 Providing leadership in developing a strategic approach for health and wellbeing in Hillingdon;

2.2.2 Developing the statutory Health and Wellbeing Strategy;

2.2.3 Ensuring that the Health and Wellbeing Strategy is informed and underpinned by the Joint Strategic Needs Assessment (JSNA) and is focused upon:

- Improving the health and wellbeing of the residents of Hillingdon;
- The continuous improvement of health and social care services;
- The reduction of health inequalities;
- The involvement of service users and patients in service design and monitoring; and
- Integrated working across health and social care where this would improve quality;

2.2.4 Reviewing performance on delivering the Health and Wellbeing Strategy and other key strategic targets;

2.2.5 Holding partner agencies to account for performance on agreed priorities in conjunction with the External Services Scrutiny Committee of the Council;

2.2.6 Influencing and approving the Clinical Commissioning Group (CCG) commissioning plan and annual update;

2.2.7 Collaborative working to develop social care and health related commissioning plans to improve the health and wellbeing of residents of the Borough and monitor implementation and performance;

2.2.8 Agreeing and monitoring delivery of the BCF plan (as shown in governance structure summary); and

2.2.9 Monitoring the performance of Public Health and reviewing services in conjunction with the External Services Scrutiny Committee.

Board Membership

2.3 The Chairman of the Board is the Cabinet Member for Social Services, Health & Wellbeing.

2.4 Statutory members of the Board include:

- Cabinet Members from the London Borough of Hillingdon
- A representative from Hillingdon Clinical Commissioning Group
- A representative from Healthwatch Hillingdon

- The statutory Director of Adult Social Services
- The statutory Director of Children's Services
- The statutory Director of Public Health

2.5 In addition there are co-opted members from three NHS provider trusts and these are:
- The Hillingdon Hospitals Foundation Trust
- Central and North West London Foundation Trust
- The Royal Brompton and Harefield Foundation Trust

Frequency of Meetings

2.6 The Board meets in public every two months and its agenda and reports are published on the Council's website a week before its meetings. Dates of meetings are also published on the Council's website and can be found by following this link http://modgov.hillingdon.gov.uk/ieListMeetings.aspx?CId=322&Year=0

2.7 Although the public can attend meetings, there is no public right to speak.

b) Better Care Fund Core Officer Group

2.8 The key purpose of the Core Group is to:

2.8.1 Provide day to day management of the BCF pooled budget established under Section 75 of the National Health Service Act, 2006, in accordance with delegated authority provided by the Council's Cabinet and the CCG's Governing Body;

2.8.2 Undertake the role of '*Partnership Board*' as described in the Section 75 Agreement.

2.9 The Core Officer Group will be responsible for:

2.9.1 Considering the development of the BCF within the context of the priorities of the democratically elected administration of the Council and also of the statutory CCG Board;

2.9.2 Making decisions on financial expenditure in accordance with the agreed BCF Plan and agreement of both Partners;

2.9.3 Considering the strategic issues arising from the delivery of the Plan and consulting with the Transformation Board accordingly;

2.9.4 Taking directions from the elected administration of the Council and the statutory CCG Board where required in order to make informed recommendations to the Transformation Board;

2.9.5 Translating recommendations from the Transformation Board into action.

2.10 The Core Officer Group will also:

2.10.1 Be the escalation point for performance issues requiring urgent remedial intervention;

2.10.2 Report on issues arising from the management of the pooled budget to the Health and Wellbeing Board;

2.10.3 Consider opportunities for joint commissioning that may be reflected in the future scope of the BCF and section 75 agreement, subject to approval by the Health and Wellbeing Board, the Council's Cabinet and the HCCG Governing Body.

Group Membership

2.11 The BCF Core Group is chaired jointly by the Council's Corporate Director of Adult and Children and Young People's Services and the CCG's Borough Director.

2.12 Other members include:

- Corporate Director of Finance – LBH.
- Head of Finance – HCCG.
- Head of Health Integration and Voluntary Sector Partnerships – LBH.
- Director, Provider Services and Commissioned Care - LBH.
- Assistant Director, Adult Social Care.

Accountability

2.13 The BCF Core Group is accountable to the Health and Wellbeing Board and informs the Transformation Board.

2.14 Council officers who are members of the Core Group will be accountable to the Council's Cabinet and CCG officers will be accountable to the CCG's Governing Body.

Frequency of Meetings

2.15 The BCF Core Group meets monthly. Its meetings are not open to the public due to the confidential and sensitive nature of the information discussed.

Commitment of Resources

2.16 The Core Group has no authority to commit resources to the BCF other than those approved by either the Council's Cabinet or the CCG's Governing Body.

c) Hillingdon Health and Care Partners Delivery Board

2.17 The key purpose of the HHCP Delivery Board is to:

2.17.1 Develop and deliver an agreed service transformation programme;

2.17.2 Undertake the functions of the A & E Delivery Board.

2.18 The HHCP Board will be responsible for:

2.18.1 Approving and owning the transformation programme governance;

2.18.2 Addressing any issues escalated from the programme that require senior internal or organisation to organisation resolution;

2.18.3 Holding the Senior Responsible Officers to account for delivery;

2.18.4 Ensuring that patients access safe, timely and clinically effective A&E services;

2.18.5 Ensuring that recovery and improvement plans are in place and that agreed priorities are being implemented;

2.18.6 Resolving clinical, managerial and organisational issues which impact on the delivery of A&E services.

Membership

2.19 The Board will be chaired on a rotation basis by the partner representatives shown in clause 2.20 below.

2.20 Membership of the Board will include the following:

- HHCP Managing Director
- **THH:** Chief Executive
- **CNWL:** Managing Director.
- **GP Confederation:** CEO
- **H4All:** CEO
- **HCCG**: Borough Director.
- **Healthwatch Hillingdon**: nominated representative
- **SROs**

2.22 The Council will have associate membership and will be represented by the Corporate Director, Social Care.

Accountability

2.23 Each member of the Board will be accountable through the governance structures of their respective organisations.

Frequency of Meetings

2.24 The Board meets monthly and its meetings are not open to the public due to the confidential and sensitive nature of the information discussed.

Commitment of Resources

2.25 The Board has authority to commit resources to in accordance with delegation arrangements between NHS partners within the Integrated Care Partnership. It has no authority to commit Council resources without the approval of the Council's Cabinet.

d) HHCP Senior Operational Leadership Team (SOLT)

2.26 The key purpose of the Senior Operational Leadership Team:

- Manage/utilise resources across system to optimise service delivery;

2.27 The Senior Operational Leadership Team will be responsible for:

- Ensuring operational ownership of transformation projects, ensuring changes become business as usual;
- Overseeing operational implementation of the agreed model of care and related projects;
- Ensuring effective issues and risk management is in place;
- Making recommendations to the HHCP Delivery Board for changes to the plan.

Membership

2.28 Meetings will be chaired by the HHCP Managing Director

2.29 SOLT membership will include:

- GP Confederation: Chief Operating Officer
- CNWL: Borough Director and Assistant Director, Outer London Services
- THH: Directors of Operations for Planned and Unplanned Care
- HCCG: Borough Director, Assistant Director, Planning and Transformation, Primary Care Commissioner and Mental Health Commissioner.
- H4All: CEO
- HHCP Clinical Directors
- HHCP Finance Lead
- HHCP Clinical Directors
- HHCP Finance Lead
- SROs

2.30 The Council will also be represented by the Head of Hospital and Locality Services.

Accountability

2.31 SOLT will be accountable to the HHCP Delivery Board.

Frequency of Meetings

2.32 SOLT meets monthly and its meetings are not open to the public due to the confidential and sensitive nature of the information discussed.

Commitment of Resources

2.33 SOLT has no authority to commit resources and any such decisions will need to be referred to the Delivery Board for consideration.

e) Programme Manager

2.34 The responsibilities of the Programme Manager will be to:

2.34.1 Identify, analyse and communicate to the Core Officer Group and other key stakeholders all interdependencies between the different schemes in the BCF programme, plus any external dependencies and how they will be managed.

2.34.2 Monitor progress of the schemes and take action to deal with any exceptional situations that might jeopardise achievement of the plan and its benefits.

2.34.3 Actively manage identified risks and issues arising from schemes.

2.34.4 Provide direct support to scheme leads who have responsibility for managing relevant task and finish groups as required.

2.34.5 Escalate to the Core Officer Group risks or issues that cannot otherwise be managed and recommend mitigation.

2.34.6 Liaise and engage with the Transitional Joint Operational Management Team of Hillingdon's Integrated Care Partnership known as Hillingdon Health and Care Partners as required to ensure implementation of the BCF delivery programme.

2.34.7 Produce performance reports on a quarterly basis for the Health and Wellbeing Board and HCCG's Governing Body.

2.34.8 Manage the delivery of the stakeholder engagement strategy.

3. COVID-19 HOSPITAL DISCHARGE SCHEME SPECIAL ARRANGEMENTS

3.1 The governance arrangements for the Covid-19 Hospital Discharge Scheme shall be as described in **Schedule 1D** for the duration of the pandemic emergency period.