Committee Ref:

HWB/01/21

Notice of Meeting

Health and Wellbeing Board

Date : Tuesday, 26 January 2021

Time : 18:00

Place : Virtual meeting via*Skype

.

Members:

Councillor Simmons	Leader, Luton Council (Chair)
Dr Nina Pearson	Director of Clinical Transformation, BLMK CCGs (Vice Chair)
Councillor Campbell	Minority Group Representative, Luton Council
Councillor J. I. Hussain	Portfolio Holder, People (Adults), Luton Council
Councillor M. Hussain	Portfolio Holder, People (Children), Luton Council
Councillor K. Malik	Portfolio Holder, Public Health & Wellbeing, Luton Council
Michelle Bradley	Director, Beds & Luton MH & Wellbeing Services, ELFT
Georgie Brown	NHS England
David Carter	CEO, Bedfordshire Hospitals NHS Foundation Trust
Laura Church	Deputy CEO & Corporate Director, Population Wellbeing
Patricia Davies	Accountable Officer, BLMK CCGs
Lucy Hubber	Director of Public Health
Jamie Langwith	Chief Inspector, Bedfordshire Police
Amanda Lewis	Director of Children's Services, Luton Council
Lucy Nicholson	CEO, Healthwatch Luton
Maud O'Leary	Director of Adult Social Services
Anita Pisani	Deputy CEO, Cambridgeshire Community Services
Robin Porter	CEO, Luton Council & Chair, Community Safety Partnership
Nicky Poulain	Director of Primary Care BLMK CCGs
Philip Turner	Chair, Healthwatch Luton

Quorum: 7 of the members listed above, in person

Contact Officer: Bert Siong (01582 546781)

Email: bert.siong@luton.gov.uk

Skype Meeting Link

Purpose: This Board provides the leadership for and oversight of the development of wider health and social care partnership arrangements, operating within the statutory framework established under the Health & social Care Act 2012. It is locally accountable for improving the health and wellbeing of the population of Luton, through integration and joint working/commissioning of services across the NHS, Social Care and Public Health.

***SKYPE:** During the Covid 19 emergency period, this meeting will take place virtually, via Skype. To access the meeting, please click on the link to the meeting above**.**

AGENDA

Agenda Item	*Subject*	*Page No.*
	Introductions	
1	**Apologies for Absence**	
2	**Minutes**	
	1. Minutes - 17 December 2020	**1 - 10**
3	**Disclosures of Interest**	

Members are reminded that they must disclose both the existence and nature of any disclosable pecuniary interest and any personal interest that they have in any matter to be considered at the meeting unless the interest is a sensitive interest in which event they need not disclose the nature of the interest.

A member with a disclosable pecuniary interest must not further participate in any discussion of, vote on, or take any executive steps in relation to the item of business.

A member with a personal interest, which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice the member's judgment of the public interest, must similarly not participate in any discussion of, vote on, or take any executive steps in relation to the item of business.

Disclosable pecuniary interests and Personal Interests are defined in the Council's Code of Conduct for Members and Co-opted members.

4 **Urgent Business**

The Chair to report on any business which is considered to be urgent and which should be discussed at the meeting in accordance with Section 100B(4)(b) of the Local Government Act 1972 and to determine when, during the meeting, any such business should be discussed.

5	**References from Committees and Other Bodies**	
	Reports	
6	**Update on Covid-19 in Luton and Health Protection Board (To Follow)**	
	(Report of the Director of Public Health)	
7	**7. S75 Hospital Discharge Template, Covid-19, Scheme 2**	**11 - 37**
	(Report of the Programme Manager, Health and Social Care Integration)	
	Information Items	
	None this time	
8	**Local Government Act 1972, Part VA**	
	To consider whether to pass a resolution under Section 100A(4) of the Local Government Act 1972 to exclude the public from the meeting during consideration of any item listed above if it is likely that if members of the public were present during those items there would be disclosure to them of exempt information falling within the Paragraphs of Part 1 of Schedule 12A to the Local Government Act 1972.	

Item No:
2.1

Health and Wellbeing Board

Minutes

17 December 2020 at 6.00 pm

Present:

- Dr Nina Pearson – Director of Clinical Transformation, BLMK CCGs (Bedfordshire Care Alliance) Vice-Chair of the Board
- Councillor J. Hussain – Portfolio Holder, People (Adults)
- Councillor M. Hussain - Children's Services Portfolio Holder
- Councillor Khtija Malik **-** PH And Wellbeing Portfolio Holder
- Councillor Petts – Sub for Councillor Campbell – Minority Group Rep, LC
- Amanda Lewis – Director of Children Services, Luton Council
- Lucy Nicholson – CEO Healthwatch Luton
- Robin Porter – CE, Luton Council and Chair of CSE
- Nicky Poulain – Director, Primary Care & Exec Member, BLMK CCGs
- Phil Turner – Chair, Healthwatch Luton
- David Carter – Chief Executive NHS Bedfordshire Hospitals/NHS Foundation Trust
- Lucy Hubber – Interim Statutory Director of Public Health, Luton Council
- Laura Church – Corporate Director Population Wellbeing, Luton Council
- Anita Pisani **-** Deputy CEO, Cambs Com. Services
- Michelle Bradley **-** Director, Beds & Luton MH & WB Services, ELFT
- Jacqueline (Jaki) Whittred (sub for Jamie Lanwith) Chief Inspector Bedfordshire Police

Named Substitute Members:

- Jane Meggitt – (Sub for Nicky Poulain and Patricia Davies) Director of People, Communications and Engagement BLMK Commissioning Collaborative
- Councillor Petts (Sub for Cllr Campbell)
- Peter Reeve (Sub for Anita Pisani)

Observers:

- Councillor David Agbley – Chair Scrutiny Health and Wellbeing

Officers in attendance:

- Kate Sutherland
- Rima Makarem – Independent Chair BLMK ICS
- Felicity Cox – BLMK ICS

- Suliman Rafiq

64 Apologies for absence (Ref 1)

Apologies for absence from the meeting were received from:

- Councillor Simmons – Leader, Luton Council (Chair of the HWB)
- Councillor Campbell – Minority Group Representative, Luton Council
- Maud O'Leary – Interim Director of Adult Social Services
- Jamie Langwith – Chief Inspector Bedfordshire Police
- Patricia Davies Accountable Officer, BLMK Commissioning Collaborative, Luton CCG

65 Minutes (Ref 2.1)

That the minutes of the meeting of the Board held on 18 November 2020 be taken as read, approved as a correct record and signed by the Chair in due course.

66 Luton Covid19 Vaccination Hesitancy & Findings Report & PowerPoint Presentation (Ref 6)

The Interim Director of Public Health introduced the report and PowerPoint presentation (Ref: 6) regarding Luton Covid19 Hesitancy and Findings research report. She set out the background context to the research and its findings and commended the role of colleagues in Primary Care.

She explained that a couple of weeks ago Public Health commissioned the Covid19 vaccination hesitancy work to have wider understanding of any concerns about taking the Covid19 vaccine. The findings of the research would be shared with colleagues and partners from health care and used across Luton in terms of uptake and encouragement.

John Bromley from the National Social Marketing Centre CIC explained the aims and objectives of the commissioned Covid19 Vaccine hesitancy and findings. He stated that the aim of the research was to identify the key barriers and motivators that would encourage those who were seen to be hesitant about taking the vaccine. It was also to identify people's attitude to the vaccine amongst the different communities in Luton and how these may be addressed to promote uptake.

In terms of the key findings of the research, he explained that despite high levels of vaccine hesitancy, there was room for optimism regarding people's attitude towards uptake. He said that the hesitancy was mainly around the issues, which could be remedied through effective messaging, communication and engagement with the local community. He explained that an effective uptake strategy would require a robust communication process to the different segments in assurance that there would be clarity in the message to the community.

Officers further explained the research methodology and key headlines as follows:

Recruitment: A wide range of recruitment avenues were used including flyer, and engagement with the Luton Youth Network. Up to 52 telephone interviews took place with 25 males and 27 females, and a wide range of Luton's communities with an age span of span of 18 to 75 years. Research was still underway with the Roma community and the results would be published in due course.

Analysis of the result: The analysis of the result concentrated on the identification of insights through in-depth interviews with the key objective being to generate engagement materials to change people's beliefs, attitudes and behaviours towards the vaccine.

Saturation Point in research: The concept of saturation was used in quantitative research as a criterion for discontinuing data collection and for this research the communication and engagement continued to a point where it was no longer possible to hear anything new when the researchers reached saturation point.

Participants: Older people who lived with someone with a long-term health condition were more likely to have the fewest reservations about taking the vaccine. Those who were younger and careful about what they put into their bodies were the ones who were most cautious of taking the vaccines. This group of people were of the opinion that older people and those with health conditions should take the vaccine instead.

Impact of Covid19: A small number of people reported devastating mental and physical impacts, particularly among the old. Females in their 60s were more pro-vaccine but were keen and open minded to receiving more information on the vaccine and understanding possible side effects. Participants with active social lives often with scattered families, tended to be more pro-vaccine, as some of them saw the vaccine as a good way of getting back to normal. On the other hand, families with limited social contacts or with families living close by had more reservations about taking the vaccine.

Understanding of how the vaccines work: There was a very low understanding and a lot of confusion and not a lot of understanding of how the vaccine works as some people exhibited fear and worry about how the vaccine work at population level and the content of the vaccine.

How the Covid19 vaccine was developed: People who took part expressed concerns at the quickness in developing and producing the vaccine. They wanted to understand the details of the vaccine in terms of its success rate. There was a general misconception of the effectiveness of the vaccine as being poor.

Trust: There was generally very low level of trust with the government institutions. Those who took part felt that the government had mishandled the whole pandemic. People also expressed great concern that the vaccines were being developed by private companies driven by financial benefits. However, there was good level of trust in the NHS, GPs, NHS 111 services, as being reliable information sources. People were also influenced by the opinion of other people and how they felt about taking the vaccine.

The Practicalities: All participants said that they preferred to be in open areas and other suitable locations when taking the vaccine, such as, GP's surgery, pharmacies etc. Overall participants felt that safe, convenient and accessible locations should be used as vaccination centers. Furthermore, all participants supported the vaccine, being administered by a medically trained professional, such as GPs, nurses or pharmacists. When prompted, a handful of participants were happy with trained volunteers being used to give the vaccine.

Segmentation: In terms of how the findings of the research would be used, it was clear that participants had various feelings about uptake. The interviews, which took place, included a 1-5 assessment of likelihood of taking the Covid19 vaccine, and where people stood in terms of uptake. Majority of people were in the middle and not in the 1's or 5s. In later interviews, extensive probing took place to determine the motivators such as positive and negative that would change anticipated behaviours in favour of taking the vaccine. Consequently, 3 distinct segments had been identified as follows:

Segment 1 and 2: The key message amongst this segment of people was that no matter what happened they were receptive and would take the vaccine with limited engagement and would only require basic information as to where and when the vaccine could be received. They would also like to receive any unbiased information on possible side effects.

Segment 2: Specifically this 2 group of participants said they would not want to be first in the queue for the vaccine. This group would require convincing that the vaccine was having an impact on reducing the virus and to alleviate fears that there were no serious side effects of the vaccine. The key message in Segment 2 group of people was that they would ask for help in understanding of the need to take the vaccine. In terms of using this outcome, there was a need to concentrate on this Segment due to the hesitancy of taking the vaccine.

Segment 3: This group of participants were not very keen and they required a lot of information. They require all the information as required in Segment 2 and needed to hear messages that would inform them that their lives would be affected one way or another should they refuse to take the vaccine. The key message here was that they would at some point, they would take this vaccine provided there was a lot of information available for them.

Following comments, statements and questions, Members of the Board were further informed as follows:

- In terms of logic and facts, effective engagement and communication would be key to the success of the vaccine and uptake. Many people had no clear understanding of the vaccine and so they needed reassurance. The more they heard that people like themselves were taking the vaccine, the more they would want to take the vaccine. The key message here was to use members of the community to encourage each other to increase uptake.

- A large cohort of people wanted more information and there was need to target the vaccine hesitant people, Segment 1 and 2. A joined up approach across all services in order to send out one piece of information would be required.

The simple way of addressing some of these concerns would to ensure that GPs and those who had already taken the vaccine should take the lead. Social media might also play a role in terms of convincing people who were hesitant.

In terms of trusted source of the vaccine and information available on social media, most people were more worried about what other people thought about taking the vaccine. This would be something that the government should address. Also having a community module may well be a positive step towards addressing hesitancy. Participants said they wanted the government to deal with them as adults and be clear about the side effects of the vaccine as this was something that would naturally happen at their GP surgeries.

In relation to the different types of vaccines, essentially in due course all vaccines would be licenced and people would not be aware of what vaccines was being administered to them as long as the vaccines had the desired effect. Currently only one source of the vaccine had been approved and it was anticipated that others from the others from other sources was expected to be rolled out soon. The Director of Primary BLMK CCGs said that there was good news that the first group of GP Practices (called a Primary Care Network) had now used all 975 vaccines; this was good news in terms of uptake. The remaining Practices in Luton were due to commence vaccination from January 2021. Members were pleased to hear this positive progress in uptake of the vaccine.

Members further heard that the CCG were working with the PH teams and currently supporting care homes with taking the vaccine and Officers would be able to work with

community groups in Luton as well as those recommended by councillors. However, currently, the priority would be to vaccine all people over 80 year old and care home staff as the first priority.

Furthermore, there were groups that would not take the vaccine because of allergies. In addition, some people would prefer to talk to their doctors initially before taking the vaccine. Overall, in terms of acceptance rolling out of the vaccine would require working on Saturdays and Sundays.

The Chief Executive Healthwatch Luton, commented that CCS were potentially looking at doing a myth busting vaccine project based on vaccine hesitancy and Healthwatch Luton would be supporting this piece of work. She suggested that it would be good to work with Luton Council's PH and health colleagues from the CCG in the New Year, to ensure a joined up approach. She said in relation to the work of Healthwatch Luton, communication was the key thematic feedback gathered this year 2020 therefore; a joined up approach with clinically led and trusted colleagues to support this mass programme would be welcomed.

The Portfolio holder, Population and Wellbeing commented that for most people it was about understanding the vaccine, its effectiveness and side effects. Some communities had said they would not take the vaccine due to lack of information and they wanted to be reassured and understand the content of the vaccine. She said hesitancy also had a lot to do with the lack of trust for politicians. There was need to engage in a different way to reassure people.

Members of the Board commended the report and its outcome and agreed that it would be useful to share the findings and outcome of the research with colleagues and health partners within the NHS.

Resolved: That the PowerPoint presentation and report (Ref: 6) regarding the Covid19 Vaccine Hesitancy and Findings be noted and that thanks to the Officers from the National Social Marketing Centre CIC be recorded.

67 Update on Covid-19 in Luton & Health Protection Board (Ref 7)

The Interim Statutory Director of Public Health and Wellbeing presented the report (Ref: 7) regarding the regular update on covid19 in Luton. She commented that a lot had happened since the last update submitted to the Board as most areas had been moved into Tier 3 since then. She explained that with Tier 3 status, all hospitality venues must close, hotels, and accommodation providers must close with very few exceptions.

Furthermore, she explained that within the Tier3, people must not meet socially indoors or in most outdoor places with people that they did not live with, or people who were within their support bubble. In addition, she stated that in relation to outdoor spaces such as parks people must not socialise in groups of more than six people. There were concerns that moving people out of bars and restaurants might drive people to meet with friends or family outside their support bubbles and into private homes during the festive period. This was even more of a concern for Luton because there had been high spread of the virus from homes with large family members. Unfortunately, this might push Luton further into Tier 3 and make the management of the spread much harder. Currently there were plans to ensure that school pupils had the rapid test before the start of the term after the New Year. Public Health was supportive of this plan.

The Interim Director of Public Health and Wellbeing further advised that between November and December 2020 the numbers of infection rate had been stable because of action in place, which addressed the modifiable factors of the spread and managed to control school

outbreak. She said there was an ongoing piece of work around self-isolation relating to finance and or home conditions. Although, there had been no evidence which showed that people were not adhering to the self-isolation rules, however, the spread in households had grown rapidly because, when 1 person had been infected, everyone one in the household was likely to be infected due to the lack of space in the households with large families, etc.

In terms of rapid testing, there had been a good spread of locations around the town and Active Luton had been a good partner in the communications in the rapid testing and standard test. There had been a good coverage of locations across the town centre. A selective test team had also been pulled together to work across the Luton test centres. A good standard of testing had been maintained in Luton with tremendous evidence that the Luton population were listening and that there was now a comprehensive rapid testing offer in Luton, across three asymptomatic testing stations and a dispersed delivery model across areas of high-risk transmission.

It was further reported that work was underway to roll out mass rapid testing in educational settings as well, however, rapid testing was now available at Lewsey Community Centre, Farley Hill Community Centre and Central Library from 21/12/2020 and no appointments were necessary for these tests. Appointments were required for the other centres, Bury Park Community Centre, Hockewell Ring Community Centre, Vicarage Road and Airport. With the range of testing options available in Luton, National policy meant that the ability to test the population asymptomatically using PCR tests had ceased.
In relation to Care Homes in Luton, they would continue to receive support in terms of their health and wellbeing and to ensure that workers and residents received the testing appropriately.

The issue of many people being let into the test centres at the same time was raised and Members were informed that this would be picked up and addressed promptly.

The Chair of the Board thanked Officers in Public Health and all health colleagues who continue to work hard to ensure the effective management of the spread of the virus. She stated however, that there was a need to continue to do everything possible to reduce the numbers and ensuring that more action was put in place in order to contain and reduce the disease.

Resolved: That the progress update report on the situation of covid19 activities in Luton be noted; and that thanks to the Interim Director of Public Health and Wellbeing and Health Partners and colleagues be recorded.

68 Next Steps to Building Strong and Effective Integrated Care Systems Consultation (Ref 8)

The Director of Population Wellbeing introduced the report Ref: 8 titled “Next Steps to Building Strong and Effective Integrated Care Systems Consultation. She stated that the Chair of the BLMK ICS was present at the meeting to report on the details of the report and NHS informal consultation on the ICS. She explained that the ICS document was a significant engagement document in terms of effective engagement and collaboration. The Report sought the views of the Board as outlined in the report.

One of the key issues for the HWB for Luton was to ensure continued collaboration and joined up work in terms of addressing the wider determinants of health. There were some shared principles on how decision-making would be closely linked with local communities and in particular Luton’s community. The focus for the Board would be to provide response on areas in the consultation paper that impact on Luton.

The Independent Chair for the BLMK ICS explained the background context of the STP as the forerunners of the ICS, which had been around for a while. She stated that this was a long consultation document, which aim to ask and answer many questions. Many local authorities had expressed concerns about the funding levels in terms of procurement as well as many other issues raised in the consultation document. The BLMK ICS was in the process of pulling response, which should include responses from all Local Authorities.

The Corporate Director Population Wellbeing explained the actions being sought from the HWB as outlined in the recommendations as well as the 4 questions outlined in the consultation paper for consideration as below:

1. Do you agree that giving the ICSs a statutory footing from 2022, alongside other legislative proposals, would provide the right foundation for the NHS over the next decade?

2. Do you agree that option 2 offers a model that would provide greater incentive for collaboration alongside clarity of accountability across systems, to Parliament and most importantly, to patients?

3. Do you agree that, other than mandatory participation of NHS bodies and Local Authorities, membership should be sufficiently permissive to allow systems to shape their own governance arrangements to best suit their populations needs?

4. Do you agree, subject to appropriate safeguards and where appropriate, that services currently commissioned by NHSE should either be transferred or delegated to ICS bodies?

Felicity Cox from the BLMK ICS commenting on the issues expressed stated that collaboration was essential in terms of developing services. She said there was detailed information in the consultation white paper that raises a catalogue of questions.

A Member of the Board enquired about the level of input expected from local authority and the Board in terms of the democratic process and budgetary issues. In response, Members heard that there was no indication in the consultation paper that local authorities were required to contribute financially. The financial part was more relevant to the NHS rather than the local authority. This was part of being equal partnership and democratic accountability. There was onus on all partners and stakeholders to ensure that robust engagement took place.

Members of the Board expressed serious concerns on local need and what was available to Luton compared to other areas within the BLMK ICS areas. There were significant differences between local authority areas, for example, Luton and Beds were very much quite different in terms of demographics. A place sensitive healthcare module would be more beneficial for Luton.

The Chief Executive, Healthwatch Luton, commented that if the HWB did not support or agree with the questions, what difference was there whether the mandate came from NHS England or not. How would the consultation paper progress in this situation? She stated that integrated care was one of the most essential ways to provide the best outcomes for a community but it needed to buy in from all sides. She further stated that this whole process could be very confusing for providers and members of the public alike. She suggested that it was important for the consultation document to be submitted to Scrutiny where time allows.

In response, the Corporate Director Population Wellbeing explained that the recommendation as outlined in the report, which was for the HWB to decide whether it should respond or

whether wishes to give a view on the document. The challenge was the turnaround time for the HWB to respond by 8 January 2021. This timeline did not necessarily lend itself for submission of the paper to Scrutiny.

The Chief Executive of Luton Council commented that there was need to ensure that this consultation should not distract Luton from its local focus and vision. He said that the focus should be on the residents of Luton to identify how to get the best out of the proposed change and provide a response to the paper. However, the timescale was a challenge and but the danger of not responding would mean that Luton's voice was silent on the questions and issues expressed in the paper.

The Portfolio holder, Population Wellbeing, Luton Council expressed the need to ensure that the needs of the population of Luton community were met and taken into account, going forward. She asked whether scrutiny had seen the consultation paper?

The Chair of the Board commented that this consultation document was out to all partners and that this was an opportunity for the HWB and Luton Council to feed into the document. It was for the HWB to respond to the consultation document as the overall governance of the health and wellbeing needs of Luton.

The Chief Executive, Bedfordshire Hospitals NHS Foundation Trust commented that there were concerns about unnecessary discussions of the BLMK ICS paper. The work of the NHS at present required a need for collaboration and that national documents may not necessarily cover local needs.

The Chair of the Board stated that Councillor Simmons had stated that the HWB should respond to the consultation however, due to the required timeline for response, and as already expressed by Members of the Board, it was not possible to set up an additional meeting of the Board to agree response from the Board. However, Members clearly articulated their desire for the HWB to respond and so this was a clear direction of travel in terms of delegating the Corporate Director Population Wellbeing to coordinate response on behalf of the HWB.

Members agreed that the response from the HWB should cover the below listed areas and also seek more clarity;

- Need for collaboration
- Place based leadership and place based need
- Clarity around the involvement of Local Authorities
- Role of the Health and Wellbeing Boards
- Need to eliminate the get rid of competition
- The degree of autonomy the BLMK ICS would have
- Concern that the CCG merger only recently took place and this had been disruptive for staff.

Councillor Agbley Chair of the Health and Social Care Review and an Observer on the Board expressed concerns that this document had not been seen by Scrutiny and he consequently requested it to be submitted to Scrutiny for comments and recommendations. He emphasised the importance and need to call an extraordinary meeting of Health Scrutiny to scrutinise the proposals and to give a view.

The Chair stated that this was not an engagement paper and was not proportionate of a definite change.

Following debate, comments, statements and questions regarding the 4 questions and their implications, Members of the Board agreed that the HWB should provide response to the NHS ICS consultation document. Furthermore, the HWB agreed that due to the short timescale that the responsibility to respond to the consultation be delegated to the Corporate Director Population Wellbeing in consultation with the Chair and the Vice Chair.

The Chair of the Board stated that in terms of submission of the consultation paper to Scrutiny, the Corporate Director Population Wellbeing and the Chair of Scrutiny Health and Social Care Review Group might consider a separate conversation to discuss the direction of travel.

The Chair of the BLMK ICS stated that the consultation paper would be shared with all Chief Executive Officers and stakeholders. In addition, she said that adding Luton's voice to the paper might provide answers to some of the unanswered questions in the consultation document.

The Chair of the Board thanked colleagues and the Chair of the BLMK ICS for submission of this paper to the HWB.

Resolved: (i) That the proposals outlined in the Report of the Corporate Director Population Wellbeing (Ref: 8) and the recommendations regarding the consultation paper titled (Next Step to Building Strong and Effective Integrated Care Systems Consultations) be noted;

(ii) That it be agreed that the HWB gives a view and provide response to the NHS ICS consultation document;

(iii) That delegated authority to provide the HWB response and view within the required consultation timeline of 8 January 2021, be given to the Corporate Director Population Wellbeing in consultation with the Chair and Vice Chair of the HWB;

(iv) That the Corporate Director Population Wellbeing and the Chair of the Health and Social Care Review Group be asked to discuss and agree the direction of travel in terms of the NHS consultation paper being submitted to the Scrutiny Health and Social Care Review Group.

(v) That the HWB's thanks to the Chair of the BLMK ICS and other colleagues be noted and recorded.

69 Health and Wellbeing Board Development Programme (Ref 9)

The Corporate Director Population Wellbeing submitted the report Ref: 9 regarding the Health and Wellbeing Board Development Programme. The report requested the HWB to consider how it would like to develop and be able to lead on delivery of the Population Wellbeing Strategy linked to the Luton 2040 vision.

As outlined in the report, the HWB was being asked to support changes to the way it delivers its responsibilities and its engagement with local people in terms of health and wellbeing as stated below: -

- Changes to the required reporting from the 4 delivery Boards that report to become more action orientated as outlined in the report Ref: 9 para 9;

- The focus of the work programme on the Luton Recovery from COVID-19 as outlined in the report Ref: 9 in para 11 for the first 6 months of 2021;

- A pilot approach to working differently in January/February to test out different ways for the HWB to impact on the wider determinants of health.

The Corporate Director Population Wellbeing further advised of the proposal to review the Board's report template to ensure that reports being submitted to the Board were a bit more action focused. For 2021, a number of key areas of concern had been identified as focus for the Board including;

- Emotional Wellbeing
- Alcohol Use
- Sedentary Lifestyle
- Impact on management of long-term conditions
- Educational Attainment, etc.

It was further proposed that the focus of the work programme for the first 6 months of 2021 should be tailored around ensuring that the HWB would provide the strategic direction on Population Wellbeing issues across the wider partnership. Approval was being sought from the Board to support this short-term focus. Furthermore, the proposals would ensure that the HWB would be able to focus its agenda and work programme on providing strategic direction on the most significant issues which impacting on the population health in the town.

It was suggested that the January/February meeting should focus on recovery from Covid19 delivered as a workshop session to set key recovery priorities. As outlined in the report, if the HWB approved the proposals for this approach, it would be developed and materials for the workshop would be provided in advance of that meeting.

Members welcomed the recommendations as outlined in the report.

Resolved: That the Report Ref: 9 regarding the HWB Development Programme be noted and that the recommendations as outlined in the report be supported and agreed by the Board as stated below:

- The revised reporting approach from the 4 delivery Boards to become more action orientated as set out in para 9 of the Report Ref: 9;
- The work programme should focus on the Luton Recovery from Covid19 as set out in para 11 of the Report Ref: 9 for the first 6 months of 2021;
- A pilot approach to working differently in January/February to test out different ways for the HWB to impact on the wider determinants of health.

70 Work Programme 2020/21 and Executive Forward Plan (Ref 10)

Members considered the work programme report (Ref: 10) and agreed items as stated.

Members were informed of an additional item titled: BCF Allocations being submitted to the HWB meeting on 26/01/2021 for sign off.

Resolved: That the additional item on the BCF Allocations be approved for submission to the meeting of the Board on 26 January 2021; and that the work programme be reviewed and amended where necessary in consultation with the Chair of the Board and the Corporate Director Population Wellbeing.

(Note: The meeting ended at 8.00pm)

Luton

Item No:
7

Committee:	Health and Wellbeing Board			
Date of Meeting:	26 January 2021			
Subject:	S75 Hospital Discharge Template, Covid-19, Scheme 2			
Report Author:	Kate Sutherland, Programme Manager, Health and Social Care Integration			
Contact Officer:	Mike Chow			
Implications:	Legal	☐	Community Safety	☐
	Equalities	☐	Environment	☐
	Financial	☑	Consultations	☐
	Staffing	☐	Other	☐
Wards Affected:	N/A			

Purpose

1. To provide oversight to Health and Wellbeing Board on second iteration of the S75 Hospital Discharge Template, Scheme 2 V1.13, and to seek approval from the Board to proceed to formal signing and sealing of the Agreement by the Luton Borough Council, Legal Department.

2. The S75 Hospital Discharge Template, Scheme 1, was approved by the Board on 23 July 2020.

3. It is important to note this is retrospective approval. It was essential the Agreement was operationalised, in order to ensure the Local Authority the Hospital Service Policy and Operational Model implemented at swiftly during these unprecedented circumstances.

Recommendations

4. The Board is asked to review the second iteration of the S75 Hospital Discharge Template; authorising the delegated officers to proceed with the signing and the sealing of the Agreement by the Luton Borough Council Legal Department.

   Changes within the second iteration are specified below:

   - Schedule 3, Scheme 2 - Appendix A
   - Schedule 4, Scheme 2 - Appendix A

   The remainder of the document stands as approved by the Board in July 2020

Background

5. The S75 Hospital Discharge Template forms a legal agreement between the Luton Clinical Commissioning Group and Luton Borough Council. The Board was formally approved the first iteration of the S75 Hospital Discharge Service policy and Operational Model for delegated signatories and sealing, 27 July 2020.

6. Following the publication of the Hospital Discharge Service Policy and Operational Model on the 1st September 2020, the approved Template has been redrafted to include the jointly agreed Hospital Discharge Service Policy and Operational Model implementation requirements. The changes to the Agreement are referred to in the Template schedules as Scheme Two (2).

7. Scheme 2 outlines the implementation requirements of the new Continuing Health Care (CHC) Guidance, ensuring that all deferred CHC assessments for the COVID-19 emergency period between 19 March and 31 August 2020 are completed. From 1 September 2020 to 31 March 2021, the cost of any post-discharge recovery and support services, in addition to what was provided prior to admission, will be funded for a maximum of six weeks from the date of discharge.

8. A copy of the Hospital Discharge Service Policy and Operation Model is attached in Appendix A and circulated within the agenda pack.

Report

9. The S75 Hospital Discharge Template; Schemes 1 and 2, will form a Deed of Variation to the Luton S75 Agreement 2018-2021. Template V1.13, sets out the agreement between the Luton Clinical Commissioning Group and Luton Borough Council for council recharging of costs in relation to Covid-19 hospital discharges (Scheme 1), the Continuing Health Care requirements and the post-discharge recovery and support service funding arrangements.

10. The Joint Strategic Commissioning Board, is accountable for the governance of the Luton Section 75 Agreement. The Template has been approved by the Joint Strategic Commissioning Board and successfully operationalised, to ensure effective implementation of the care planning requirements and the appropriate funding arrangements.

11. The S75 Hospital Discharge Template (Scheme 1 and Scheme 2) will remain in force, until the Department of Health and Social Care notifies partners of the decision to change or terminate the recharge and care planning process set out in the agreement. A period of notice is built into the agreement, to facilitate the return to business as usual budget frameworks. A draft copy of the Template V1.13 is available in Appendix A, pending approval by the Health Board.

Implications

Finance

12. The S75 Hospital Discharge Template sets out the legal agreement between the Luton Clinical Commissioning Group and Luton Borough Council for the recharge of Covid-19 costs accrued by council services, following hospital discharge and the . The agreement ensures that Luton Borough Council is able to recoup criteria specific Covid-19 expenditure, as set out in the Government Hospital Discharge Service Policy and Operation Model and the Luton S75 Hospital Discharge Template schedules.

Consultations

13. No formal consultations have been undertaken in regard to this report. However, a Bedfordshire S75 Working Group was convened, to co-produce the Agreement.

14. Members included; Finance Partners, Clinical and Social Care Leads from Luton Clinical Commissioning Group, Luton Borough Council, Bedford Borough Council, Central Bedfordshire Council and the Bedfordshire Hospital Foundation Trust.

List of Background Papers - Local Government Act 1972, Section 100D

None

Appendix

Appendix A - S.75 Partnership agreement for the provision of additional Step Down services for the duration of the Covid-19 Pandemic

Appendix A

DATED (To be confirmed at signing) 2021

THE LUTON BOROUGH COUNCIL

And

NHS LUTON CLINICAL COMMISSIONING GROUP

S.75 PARTNERSHIP AGREEMENT FOR THE PROVISION OF ADDITIONAL STEP DOWN SERVICES FOR THE DURATION OF THE COVID-19 PANDEMIC

Luton Borough Council
Legal Department
Apex House
30-34 George Street
Luton
LU1 2RD

THIS AGREEMENT is made the 2021

BETWEEN

(1) THE LUTON BOROUGH COUNCIL of Town Hall, George Street, Luton, LU1 2BQ ("the Council");

(2) NHS LUTON CLINICAL COMMISSIONING GROUP of Floor 3, Arndale House, The Mall, Luton, LU1 2LJ ("the CCG");

together referred to as the "Partners".

WHEREAS:-

(A) The Council is the local Social Services Authority in the Borough of Luton, for the purposes of the Local Authority Social Services Act 1970. The NHS Luton CCG is the commissioner of health services in the Borough of Luton for the purposes of the National Health Service Act 2006 (“the 2006 Act”).

(B) As a result of the Covid-19 pandemic (“the Pandemic”), there is an urgent need to provide additional step-down services and flexible access to existing step-down services (“the Services”) across Luton and the wider County of Bedfordshire to accommodate patients discharged from hospital. On 19 March 2020, the Government and the NHS published the Hospital Discharge Service Requirements (Scheme 1), which set out actions that must be taken immediately to enhance discharge arrangements and the provision of community support must be taken immediately to enhance discharge arrangements and the provision of community support. It requires local authorities “to take the lead contracting responsibilities for expanding capacity in domiciliary care, care homes and reablement services in the local area”. Additional funding has been provided as described in the “Covid 19 hospital discharges and out of hospital work guidance and FAQs” document (“the Guidance”) published on 8 April 2020. Further guidance has been published on 21 August 2020 in relation to the “Hospital Discharge Service Policy and Operating Model” effective 1 September 2020 (Scheme 2) and updated continuing healthcare guidance “Reintroduction of NHS continuing healthcare”.

(C) Recognising that providing the Services will entail the commissioning and provision of both health care and social care, and necessitate the pooling of the Partners' respective functions, the Partners have agreed to enter into arrangements under Section 75 of the 2006 Act and Regulations 8 and 9 of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 ("the Regulations") for the exercise by the NHS Luton CCG of certain of the Council's health related functions on the one hand, and the exercise by Council of NHS functions on the other, in relation to the provision and commissioning of the Services.

(D) The Partners are satisfied that the Partnership Arrangements will lead to an improvement in the way in which NHS functions and health-related functions are exercised and result in the urgent delivery of the Services as expeditiously as possible.

(E) The Partners have previously signaled their agreement to cooperate in the commissioning and provision of the Services and have set out the Partners' respective responsibilities in the Heads of Terms agreement; 2018-2021 Luton S75 Agreement. They have further agreed to enter into this Agreement to fulfill the requirements in Regulations 8(2) and 9(3) of the Regulations and to record their respective rights and obligations under the Partnership Arrangements and the terms of which the Partnership Arrangements will be exercised and the services delivered.

THE PARTIES HEREBY AGREE AS FOLLOWS:-

1. **Definitions and Interpretation**

1.1 The following words and expressions shall have the same meanings set out below:-

1.1.1 **"Aims"** shall mean the agreed aims of the Partnership Arrangements as specified in Schedule 1;

1.1.2 **"Claim"** shall mean

- any claim arising from negligence;
- a contractual claim;
- any other claim whatsoever arising under the policies covered under the various National Health Service and Local Authority Schemes;

1.1.3 **"Commencement Date"** means 19 March 2020;

1.1.4 **"Complaint"** shall mean a verbal or written representation by or on behalf of a user of the Services, about the provision or lack thereof of the Services;

1.1.5 **"Data Protection Legislation"** means the Data Protection Act 2018 and the General Data Protection Regulation (Regulation (EC) 2016/679 (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 2018;

1.1.6 **"Day"** shall mean a working week day;

1.1.7 **"Fundamental Breach"** shall mean an action or omission by any Partner going to the heart of the Agreement so that the Agreement can no longer function and the aggrieved Partners may view the contract as terminated;

1.1.8 **"The Guidance"** shall mean the "Covid 19 hospital discharges and out of hospital work guidance and FAQs" document ("the Guidance"), published on 8 April 2020, the

"Hospital Discharge Service Policy and Operating Model" and "Reintroduction of NHS continuing healthcare" guidance published on 21 August 2020

1.1.9 **"Health-Related Functions"** shall have the meaning set out in Regulation 6 of the Regulations;

1.1.10 **"NHS Functions"** shall have the meaning set out in Regulation 5 of the Regulations;

1.1.11 **"Notice"** shall mean a communication between the Partners according to the procedures in clause 21 of this Agreement;

1.1.12 **"Outcomes"** shall mean the agreed outcomes of the Partnership Arrangements as specified in Schedule 1;

1.1.13 **"Partners"** shall mean the Council and the CCG and any statutory successors to their functions in relation to any matters contained in this agreement and **"Partner"** shall mean any of the Partners as the context allows;

1.1.14 **"Partnership Arrangements"** shall mean the arrangements described in clause 2;

1.1.15 **"Partnership Functions"** shall mean the Health-Related Functions and the NHS Functions as specified in Schedule 2 the exercise of which are subject to the Partnership Arrangements;

1.1.16 **"Regulations"** shall mean NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000;

1.1.17 **"Services"** shall mean the facilities where step down beds for persons discharged from hospital will be provided, together with domiciliary care, primary care and healthcare services to be commissioned by the Partners; to facilitate hospital discharge and prevent avoidable hospital admissions

1.1.18 **"Term"** shall mean the period of this Agreement set out in clause 13;

1.1.19 **"Variation"** shall mean an agreed amendment between the Partners to this Agreement as implemented according to clause 14;

1.2 The headings of the clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant clauses to which they relate.

1.3 References to Schedules are references to the Schedules to this Agreement and a reference to a paragraph is a reference to a paragraph in the Schedule containing such a reference.

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 Where the words include(s), including or in particular are used in these terms and conditions, they are deemed to have the words without limitation following them and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2. The Partnership Arrangements

2.1 The Partnership Arrangements shall comprise the following:

2.1.1 the delegation by the Council of its Health Related Functions as specified in Schedule 2 to the CCG to enable the CCG to carry out these functions in conjunction with the CCG's NHS Functions, as and when required for the commissioning and delivery of the Services; and

2.1.2 the delegation by the CCG of its functions as specified in Schedule 2 to the Council to enable the Council to carry out these functions in conjunction with the Council's health-related functions, as and when required for the commissioning and delivery of the Services.

2.2 The Partners agree that with effect from the Commencement Date the Partnership Arrangements shall come into force for the Term.

2.3 The Partners agree that the Partnership Functions may be exercised for the purpose of delivering the Services.

2.4 The agreed aim and outcomes of the Partnership Arrangements shall be the Aims and Outcomes as detailed in Schedule 1.

3. Financial Arrangements

3.1 The NHS Luton CCG shall make the financial contributions and assume the financial liabilities specified in Schedule 3 in relation to provision of additional step-down services and in relation to commissioned additional capacity ahead of future need in order to manage the future peak in demand and costs associated with the NHS Hospital Discharge Service Requirements specified in Schedule 4. The financial arrangements are now extended to include the provisions of the new Hospital Discharge Service Policy and Operating Model and the Reintroduction of NHS continuing healthcare guidance.

3.2 The costs incurred by the Council will be recharged to the NHS Luton CCG on a monthly basis, with these costs in turn recharged to the National Health Service Commissioning Board (aka “NHS England”), as provided for in the Guidance, and in accordance with the provisions of Schedule 4.

4. Commissioning and Procurement

4.1 The Partners agree to procure the Services under the provisions for extreme urgency, as provided in the Public Contracts Regulations 2015 without competition. The Partners believe this approach to be lawful but hereby assume joint and several liability and shall indemnify each other in respect of any claim made for any breach of procurement law (including legal costs and fees).

4.2 Partners agree as contracting authorities to ensure suppliers at risk are in a position to resume normal contract delivery once the outbreak is over. Partners will

ascertain payment of their suppliers to ensure service continuity during and after the current COVID-19 outbreak, as provided in the Procurement Policy Note, Supplier Relief due to Covid -19 (PPN 02-20),

5. Governance and monitoring arrangements

5.1 The Partners shall each appoint an Authorised Officer whose role shall be to take decisions concerning the Partnership Arrangements within the limits of the authority delegated to them.

5.2 Each Partner shall delegate authority to make decisions to the Authorised Officer to the maximum extent permitted under its constitutional arrangements.

5.3 The Council and CCG, stand as Partners and members of Joint Strategic Commissioning Group (JSCG), as set out in the associated Terms of Reference and the Luton Section S75 Agreement 2018-2021.

5.4 The Partners will take decisions bilaterally but will do so in order to deliver the strategic outcomes agreed by the JSCG, in the Luton 2018-2021 S75 Agreement and the attendant Luton Hospital Discharge Template; 10th July 2020.

5.5 JSCG members will provide updates to the BLRF where required.

6. Premises and Equipment

6.1 Where additional capacity is required in order to provide the Discharge Services, any new Location (or Locations) from which the Services are to be provided shall be acquired and equipped by the Council or when applicable in Partnership.

6.2 The Council shall commission soft and hard facilities management services for each Location acquired.

6.3 The Partners agree that any such premises and equipment used for the purpose of the Partnership Arrangements shall, unless otherwise agreed in writing between the Partners be the responsibility of the Partner or third party provider who owns or occupies such

premises, save that the costs associated with the said premises and equipment (including but not limited to the cost of maintenance) will be subject to the Financial Arrangements specified in Clause 3.

6.4 No Partner shall as a result of providing the services under this Agreement at the other's premises acquire any interest in or right to use the premises or equipment of the other Partner.

7. **Staff**

Each Partner shall employ the staff required to commission and manage those aspects of the Services which it is to commission.

8. **Liability of the Partners**

8.1 Each Commissioner shall, at all times, take reasonable steps to minimise and mitigate any loss or damage for which the relevant Commissioner is entitled to bring a claim against the other Commissioner under these Heads of Terms.

8.2 Each Partner ("Indemnifying Partner") shall indemnify and keep indemnified the other Commissioner ("Indemnified Partner") against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself, the Indemnifying Partner's employees, or any of its representatives or sub-contractors, except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement, or applicable law by the Indemnified Partner or its representatives.

8.3 The Partners shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement.

9. **Complaints**

9.1 All complaints received concerning the Services will be dealt with through the Council's complaints procedures.

9.2 The Partners shall each fully comply with any investigation by any ombudsman including providing access to information and making staff available for interview.

10. Sharing and Handling of Information

10.1 The Partners shall duly observe all their obligations under data protection legislation which arise in connection with this Agreement.

10.2 The Partners shall comply (and shall procure that any other party involved in the delivery of services relating to the Services shall comply) with any notification requirements under Data Protection Legislation.

10.3 In providing the Services the Partners will share information to enable joint service planning, commissioning, financial management and provider performance management subject to the requirements of the Data Protection Legislation.

10.4 Subject to clause 10.1 the Partners shall share information where the purpose relates to the detection and tracing of individuals with or suspected to be infected with Covid-19, and in relation to the provision of testing, diagnosis and treatment of Covid-19.

10.5 It will be the responsibility of the Partner or relevant Provider making the referral (or otherwise sharing the information), to ensure that appropriate consent or other legal authority is in place prior to sharing the information.

11. Confidentiality

11.1 The Partners agree to keep confidential all documents relating to or received from the other party under this Agreement that are labelled as confidential.

11.2 Subject to clause 11.3, where a Partner (the “Receiving Partner”) receives a request to disclose information received from the other Partner (the “Disclosing Partner”) that the Disclosing Partner has designated as confidential, the Receiving Partner shall consult with the Disclosing Partner before deciding whether the information in question is required to be disclosed.

11.3 The Partners may disclose information designated as confidential to the extent required by law, any court, or any governmental, regulatory or supervisory authority.

12. **Co-operation**

The Partners hereby agree and undertake to co-operate with each other for the achievement of the Aim and Outcomes referred to in Schedule 1.

13. **Term of Agreement**

13.1 The Agreement shall remain in force for a period of six months unless terminated early in accordance with clause 15.

13.2 In the event the Partners agree to extend the Term any extension to this Agreement shall be completed before the end of the Term and in accordance with clause 14.

14. **Variation**

No amendment or variation to this Agreement shall take effect unless it is in writing and signed by Authorised representatives of the Partners.

15. **Termination**

15.1 This Agreement may be terminated by either Partner upon giving the other one month's written notice to the other to do so.

15.2 If a Partner is in Fundamental Breach of this Agreement or a Partner (other than that giving notice) commits a breach of its obligations which is not capable of remedy or if capable of remedy has not been remedied within a reasonable time after receipt of written notice of the breach then the other Partner may forthwith terminate this Agreement by notice and Clause 15.3 shall apply.

15.3 In the event that this Agreement is terminated (whether by effluxion of time or by notice of termination) the Partners agree to co-operate to ensure an orderly wind down of their joint

activities as set out in this Agreement and in particular address the following consequences of termination:

- the future of the Services;
- any outstanding relationships with contractors;
- the financial impact of termination; and
- any other relevant issues.

15.4 In the event that this Agreement is terminated (whether by effluxion of time or by notice of termination) the Partners shall still be responsible for any indemnity given under this Agreement for a claim made after the termination and for any other provision of this Agreement which is expressly or by implication intended to come into force or continue in force after such termination.

16. **Dispute Resolution**

16.1 The Partners acknowledge that it is in their interests to resolve any dispute between them (which touch and concern their Agreement) promptly and amicably.

16.2 If any dispute is not resolved within 10 days between the Authorised Officers, either Partner, by notice in writing to the other, may refer the dispute to the chief executives (or equivalent) of the parties, who shall co-operate in good faith to resolve the dispute as amicably as possible within 20 days of service of the notice.

17. **Contracts (Rights of Third Parties) Act 1999**

Any rights of any third party to enforce all or part of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

18. **Waivers**

18.1 The failure of any Partner to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no manner affect the right of that Partner thereafter to enforce such provision.

18.2 No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

19. **Entire Agreement**

19.1 The terms herein contained together with the contents of the Schedules constitute the complete Agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.

19.2 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect of the remaining provisions.

20. **Governing Law**

This Agreement shall be governed by and construed in accordance with English law.

21. **Notice**

21.1 Notices shall be in writing and shall be sent to the other party for the attention of the Authorised Officer.

21.2 In light of the disruption used by the Pandemic, all notices shall be sent by email and the sending party shall follow up by telephone to confirm receipt

SCHEDULE 1

Aim and Outcomes of the Partnership Arrangements

Aim

- To urgently increase the availability of "step-down" services to accommodate those patients who will be discharged from hospital, in line with the Hospital Discharge Service Requirements, and who require such services and enable flow across the system – Scheme 1.

- To implement the new "Hospital Discharge Service Policy and Operating Model" effective 1 September 2020 – Scheme 2.

- To implement the requirements of the new Continuing Healthcare (CHC) guidance – specifically to ensure that all deferred CHC assessments for the COVID-19 emergency period between 19 March and 31 August 2020 are completed.

Outcomes

1. There will be an increase in the availability of "step-down" services, and a freeing up of capacity in hospital settings required for the fight against Covid-19.

2. By working cooperatively to commission step-down facilities and the services to be delivered from them, for which they are each individually responsible, the Partners will ensure the seamless delivery of health and social care services to users of the services.

3. The Partners will discharge the obligations placed on them by the Hospital Discharge Service Requirements and facilitate the discharge by other NHS bodies on their obligations under these requirements.

SCHEDULE 2

Partnership Functions

1. CCGs' NHS Functions

The functions of NHS bodies in providing or securing the following services under the National Health Service Act 2006

- Other accommodation besides hospital accommodation for the purpose of any service provided under the above Act

- Facilities for the prevention of illness, for people who are ill, or recovering from illness: this includes services intended to avoid admission to hospital which are appropriate as part of the Health Service.

- Other services needed for the diagnosis and treatment of illness.

- Primary medical services

1. The Council's Health Related Functions

- Provision of welfare services for people with disabilities visual and hearing impairment (for persons aged 18 or over, for the elderly, ill, disabled etc.) or who have mental health problems (National Assistance Act 1948 Sections 29 & 30)

- The promotion of the welfare of old people (Health Services and Public Health Act 1968 Section 45).

- The function of meeting the assessed needs of individuals pursuant to the Care Act 2014

Luton

SCHEDULE 3

Financial Arrangements for Additional Capacity and the new post-discharge Operating Model

1. Background

a. Luton Borough Council and the NHS Luton CCG are setting up capacity for beds at various locations in Luton and across the wider county of Bedfordshire (subject to the other conditions set out in the Heads of Terms)

b. Capacity will be set up to prepare for potential need including Covid-positive capacity and "designated settings" capacity. Regardless of use, the expectation is that all costs will be recharged to NHSE/I.

c. The majority of costs are expected to be incurred in the first instance by the council. All actual costs incurred in the creation, operating and decommissioning of this capacity will be recharged to the NHS Luton CCG, who will make a further recharge to NHSE/I.

d. All costs implied in the Finance Guidance v2, together with any updates to this Guidance, will be applicable for the purposes of this agreement. All costs implied in the new Guidance "Hospital Discharge Service: Policy and Operating Model" effective from 1st September 2020 – Scheme 2 - are also covered. Section 10 of the new policy and operating model sets out the financial arrangements.

2. Identification of costs

Scheme 1 (19th March 2020 to 31st March 2021)

Costs will include all related expenditure. The list below is not exhaustive:

- Lease/estate costs
- Set up of the estate – any work required on the estate to make fit for purpose, cleaning, linens etc.
- Individual / block bed purchase arrangement
- Utilities
- Equipment and furniture
- Estates maintenance and management including cleaning, linens, maintenance, security etc.
- Care provision based on needs, including staffing and on-costs, management and administration, supplies and services, including PPE
- Catering
- Insurance premiums/indemnity

- Decommissioning costs, including deep clean, removal of equipment and returning the building to how it was
- Insurance pay-outs/ future excess costs
- Loss of income
- Transport costs
- Admission avoidance
- Domiciliary care and Community based support (i.e. VCS enabling discharge, etc.)

Scheme 2 1st September 2020 onwards

Funding flows and reimbursement will be in line with Policy guidance Section 10. The cost of any post-discharge recovery and support services will be funded for a maximum of six weeks from the date of discharge. Additional costs associated with the services will be subject to a monthly claims process from the NHS, coordinated through the CCG. The principle of additionality will apply. i.e. claims to the NHS will reflect costs incurred over and above those normally incurred by the local authority or CCG.

Reimbursement will be sought for any additional financial burden, including from increased seven day working, on post-discharge recovery services.

Additional workforce funding to support Scheme 1 deferred CHC assessment activity has been made available separately to CCGs. Additional expenditure (over and above normal levels of assessment activity including financial assessment) will be reimbursed by the NHS.

The expectation is that a decision on longer term support funding will be reached during this six-week period by an integrated discharge assessment team.

Should agreement not be reached within six weeks, and support is require between week 7 and assessment, the following principles will apply:

- The costs of support will be allocated according to what point in the assessment process has been reached by the end of the six weeks of care, as follows:

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

- Where the Care Act assessments are delayed, the local authority will remain responsible for paying until the Care Act Assessment is completed, after which normal funding routes will apply.

- Where complex Learning Disabilities or Mental Health assessments are delayed, both the CCG and local authority will remain responsible at equal funding as per the Luton 2019 Joint Funding Protocol

Where the Luton Dispute Resolution Process does not result in an agreement, the case shall be reported to, and explained in, the next JSCG cycle.

JSCG shall agree in the following cycle, the funding of this person, for the period week 7 until the assessment is done.

Where there is no JSCG agreement, and applying schedule 5 principle of working together, *'The Council and CCG jointly affirm their commitment to co-operate on matters affecting the NHS, public health, wider health issues and social care for the people of Luton'*, the funding shall be 'split the difference' dispute resolution of the two organisations' position.

A variety of scenarios have already been identified in relation to the discharge and funding decision process. These are shown at Appendix 2, together with a dispute pathway flowchart.

3. Clinical costs will be incurred directly by the CCG and/or primary care

4. Payment of actuals

Recharges will be made on an open book basis reflecting actual costs.

5. Governance and sign off of commitments

The full cost will not be known before the project commences and the first costs start to become committed. Plans will be agreed jointly. Decisions regarding the estate, planned usage, volume of beds, operational provision, hotel services, insurance and decommissioning routes and other related support services, will be made by both Luton Borough Council and the NHS Luton CCG, through the Joint Strategic Commissioning Group.

Luton

SCHEDULE 4

Funding flows for NHS Covid-19 funding

Context

Due to the Covid-19 pandemic, the Luton health and social care system needs to adopt new practice and funding arrangements to support the Hospital Discharge Service Requirements. It is agreed that this process will be managed through a recharge process to enable both Luton Borough Council and NHS Luton CCG costs to be recharged to NHSE/I and funding will flow back to the Council via the CCG, to cover placements related to Luton residents. For Scheme 2, the CCG will coordinate monthly claims for reimbursement from NHSE and the local authority will invoice for their share of the monthly approved reimbursement amount.

Key Principles

What costs are included during this period?

Scheme 1

All people supported following hospital discharges during the emergency period will be paid for by the agreed recharge approach from 19th March 2020 to 31st March 2021. This will include all hospital including out of county and other hospitals including mental health and learning disabilities.

All care specifically to avoid hospital admission and facilitate timely discharge will be paid for via recharge to NHSE/I

At discharge, all individuals will be informed that any care provided will be free of charge for a period of time to support their recovery. After this time, they may be required to contribute to the cost of their care.

All patients will be tracked at the point of the hospital discharge lounge for people on Pathways 1-3 by integrated discharge social work team.

All people discharged during this period (until NHSE/I declares the emergency discharge period over) will be tracked and all costs related to their immediate discharge and follow on care in any setting will be recharged via the CCG to NHSE/I.

Care costs to prevent a hospital admission will be recharged through the NHS recharge route. The total costs will become a NHS funded care package and charging will not apply until NHSE/I declares the emergency discharge period is over.

Scheme 2

From 1 September 2020 to 31 March 2021, the cost of any post-discharge recovery and support services will be funded for a maximum of six weeks from the date of discharge.

Who will incur the costs in the first place?

To ensure speed of decision and effective payment to providers, we will use existing contracts. For health commissioned contracts, the Luton Placement Team will support sourcing, but the contract and payment will be made by the Council and included in the recharge process. The exception to this will be CCG block purchased beds, which will continue to be paid through the CCGs normal contracts and financial processes.

For normal social care commissioned care placements and packages, including the restart of packages and placements, Luton Borough Council will pay for the placements through its normal contracts and financial processes.

Reimbursement of Costs

Eligible costs will be reimbursed via the CCG through a national reporting process developed by NHSE/I. It is expected that all organisations will submit the required information on a monthly basis in the prescribed format (Appendix 1)

NHS Luton CCG will reimburse Luton Borough Council those costs approved by NHSE/I and transferred to the CCG in the form of an additional allocation. The timing of that allocation will be determined by NHSE/I and is outside the control of NHS Luton CCG. Payment will be made by NHS Luton CCG as soon as possible after the receipt of an invoice from Luton Borough Council. By doing so on a timely basis this will reduce the impact on cash flow for the Council. Reimbursements will be made by payment of invoices raised by the Council each month to the CCG.

Luton Borough Council will be required to submit information on a regular basis to the NHS Luton CCG in line with the national deadlines for the reimbursement process, and using the templates provided by the CCG. Any late or incorrect claims will be adjusted in the following months recharge and will be the responsibility of the originating organisation to correct. Issues arising post submission will be presented to the Joint Strategic Financial Sub Group for resolution. A Finance meeting by exception will be called when necessary.

What costs are not funded through this route?

Scheme 1: Except where a hospital discharge or admission avoidance occurs, all existing patients or service users will continue to be funded through normal funding mechanisms within the CCG or Council.

Additional costs relating to Covid-19 for provider-related cost of care (such as additional sickness and agency costs) for all existing service users are not funded through this route and will be met through Luton Borough Council funding routes. This will also include additional care costs for individuals, such as where the ratio of care needs to be increased for people without capacity during the isolation period.

How will costs be tracked to enable recharge?

All people discharged on Pathways 1 to 3 will be flagged on the system in the multi-agency discharge hub. Pathway's 2 and 3 will be coded 'Covid monies' on the CCG Continuing Health Care data system. This will enable integrated social work teams to track all people from a care perspective. In order to track costs incurred, Luton Borough Council will flag

individual contracts for council commissioned care and some CCG commissioned care for people through the emergency period discharge route.

The CCG will maintain records of individual placements and packages commissioned by them for people through the emergency period discharge route. The CCG will be responsible for identifying discharge costs related to health provision commissioned by the CCG.

Due to the potential time lag between the capture of information on the discharge tracker and the claim submission dates, retrospective costs may be required.

Recharges will relate to actual costs. This will mean that void costs will be included. Once block arrangements end, if lower prices can be secured these will be reflected in the recharge.

For all organisations there will also be additional block contract costs that are not covered through the tracking system and recharges will be put forward as a single amount less costs identified through the tracking process to avoid double counting.

Costs related to additional capacity that are both commissioned and developed ahead of need in order to manage the future peak in demand will be recharged based on additional costs. Pre-emptive block purchases and future arrangements to enable system capacity planning will be reported to the Joint Strategic Commissioning Group.

Agreed by Luton Clinical Commissioning Group and Luton Borough Council, at the Joint Strategic Commissioning Group, on the date stated on the frontispiece

Signed for and on behalf of Luton Borough Council

…….....

Signed for and on behalf of Luton Clinical Commissioning Group

……

Appendix 1 Reimbursement Template

No and type of care package provided - LAs Commissioned Scheme 1 - for discharge packages before 1st Sept 2020	Expected Sign	05ACT01 Local Authority Name 1 Actual 30/09/2020 YTD DROPDOWN	05ACT31 Cost in the Month Actual 30/09/2020 YTD £'000	05ACT02 YTD Actual 30/09/2020 YTD £'000	05ACT03 Cumulative cost to date Actual 30/09/2020 YTD £'000	05ACT04 Number of people supported by a package this month Actual 30/09/2020 YTD NUMBER	05ACT05 Cumulative number of people supported by a package to date Actual 30/09/2020 YTD NUMBER
Local Authority Name	TEXT						
Care Home	+/-						
Other care accomodation	+/-						
Domiciliary/Home care	+/-						
Reablement/intermediate care	+/-						
Accomodation and care for 14 day isolation period	+/-						
Other (please specify)	+/-						
CHC deferred assessment workforce costs	+/-						
Total Local Authority Commissioned (pool 1)	+/-		0	0	0	0	0
Less Local Authority Contribution to the pooled fund	+/-						
Net Local Authority charge to £1.3bn (Pool 1)	+/-		0	0	0	0	0

No and type of care package provided - CCG Commissioned Scheme 1 - for discharge packages before 1st Sept 2020	Expected Sign	05ACT01 YTD Actual 30/09/2020 YTD TEXT	05ACT31 Cost in the Month Actual 30/09/2020 YTD £'000	05ACT02 YTD Actual 30/09/2020 YTD £'000	05ACT03 Cumulative cost to date Actual 30/09/2020 YTD £'000	05ACT04 Number of people supported by a package this month Actual 30/09/2020 YTD NUMBER	05ACT05 Cumulative number of people supported by a package to date Actual 30/09/2020 YTD NUMBER
Care Home	+/-						
Other care accommodation	+/-						
Domiciliary/Home care	+/-						
Reablement/intermediate care	+/-						
Hospice	+/-						
Accommodation and care for 14 day isolation period							
Other (please specify - now also includes day care, respite and transport)	+/-						
CHC deferred assessment workforce costs	+/-						
Total CCG Commissioned	+/-		0	0	0	0	0
Less CCG Contribution to the pooled fund	+/-						
Net CCG Charge to £1.3 billion	+/-						
Total COVID amount claimed	+/-		0	0	0	0	0

No and type of care package provided - LAs Commissioned Scheme 2 - for discharge packages after 31 August 2020	Expected Sign	05ACT01 Local Authority Name 1 Actual 30/09/2020 YTD DROPDOWN	05ACT31 Cost in the Month Actual 30/09/2020 YTD £'000	05ACT02 YTD Actual 30/09/2020 YTD £'000	05ACT03 Cumulative cost to date Actual 30/09/2020 YTD £'000	05ACT04 Number of people supported by a package this month Actual 30/09/2020 YTD NUMBER	05ACT05 Cumulative number of people supported by a package to date Actual 30/09/2020 YTD NUMBER
Local Authority Name	TEXT						
Care Home	+/-						
Other care accomodation	+/-						
Domiciliary/Home care	+/-						
Reablement/intermediate care	+/-						
Accomodation and care for 14 day isolation period	+/-						
Other (please specify)	+/-						
Total Local Authority Commissioned	+/-		0	0	0	0	0
Less Local Authority Contribution to the pooled fund	+/-						
Net Local Authority charge to £588million	+/-		0	0	0	0	0
To note: Care packages arranged post 31/08/20 which extend beyond 6 weeks	+/-						

No and type of care package provided - CCG Commissioned Scheme 2 - for discharge packages after 31 August 2020	Expected Sign	05ACT01 CCG Name 1 Actual 30/09/2020 YTD DROPDOWN	05ACT31 Cost in the Month Actual 30/09/2020 YTD £'000	05ACT02 YTD Actual 30/09/2020 YTD £'000	05ACT03 Cumulative cost to date Actual 30/09/2020 YTD £'000	05ACT04 Number of people supported by a package this month Actual 30/09/2020 YTD NUMBER	05ACT05 Cumulative number of people supported by a package to date Actual 30/09/2020 YTD NUMBER
CCG Name	TEXT						
Care Home	+/-						
Other care accomodation	+/-						
Domiciliary/Home care	+/-						
Reablement/intermediate care	+/-						
Hospice	+/-						
Accomodation and care for 14 day isolation period	+/-						
Other (please specify)	+/-						
Total CCG Commissioned	+/-		0	0	0	0	0
Less CCG Contribution to the pooled fund	+/-						
Net CCG charge to £588million	+/-		0	0	0	0	0
To note: Care packages arranged post 31/08/20 which extend beyond 6 weeks	+/-						

Appendix 2

There could be scenarios where practitioners will face grey areas around determining who is responsible for funding ongoing care needs beyond 6 weeks.

Scenario	Countermeasures	Consequence
When we have Patients to L & D or Bedford hospitals with an Out of Area GPs A patient registered with Central Bedfordshire GP will be assessed by ELFT and discharge them into a home on D2A. However, LA Social Care Team are not notified of such discharges.	Check with the patient or their NOK, which council do they pay their council tax to. Inform their respective social work teams through DART or CPT in Luton for Luton residents.	Reduction of inappropriate discharges.
Lack of support from Virgin Care in the community could lead to delays in hospital discharge or unsafe discharges.	These could still be discharged but funded by Health beyond 6 weeks due to delays caused due to health partners ability to facilitate a safe discharge,	Reduction in readmissions due to unsafe discharge.
Complex health needs but not enough evidence to get CHC funding approved post 6 week pathway.	Agree upon 50-50 split funding for a maximum of 8 weeks period while organisations are in dispute. See the below pathway.	Patient quality care.
Luton Patient admitted to Bedford Hospital. ELFT will carrying out an assessment and then discharge an individual into a facility in Bedford or an out of area facility	Bedford Integrated Discharge Team to inform Luton Adult Social Care staff in the front door to be able to navigate the person through the Adult Social Care system.	Long term funding decisions are agreed prior to week 7 of the discharge.
Patients discharged back to their permanent accommodation which could be a Res or Nur placement is expected to isolate from other residents for a period of 14 days. In order to do this, there needs to be enough staff cover at such placements. In some cases, there is a need for 1:1 support to manage those individuals in addition to the core placement costs. Such 1:1 is only paid for 2 weeks.	Any additional support must be paid for at least 6weekspost discharge to allow Local Authority to assess individual care needs and determine long term funding authority.	Reduced re admissions into hospital due to inappropriate support.

Appendix 2 continued

Luton Borough Council and Luton CCG Dispute Pathway: