

Health and Wellbeing Board 4th March 2021

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

Responsible Officer

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1. Summary

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

2. Recommendations

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

REPORT

3. Risk Assessment and Opportunities Appraisal

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

4. Financial Implications

Better Care Fund Allocations

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

Additional Expenditure – Covid-19

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

5. Background

Planning requirement for 20/21

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

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

5.2 National Conditions

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

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

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

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

Better Care Fund Priorities

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

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

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

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

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

Admission Avoidance	means an assessment of the functional ability and care needs of patients, with the aim of preventing admission to hospital by supporting recovery at home or an appropriate community setting.
Covid-19 Hospital Discharge Scheme	means the scheme as set out in the Annex to this Variation which implements the Covid-19 Hospital Discharge Services Requirements on a local level.
Discharge Requirements	means the Covid-19 Hospital Discharge Service Requirements published by HM Government and the NHS on 19 th March 2020.
Discharge to Assess	means where people who are clinically optimised and do not require an acute hospital bed but may still require care services are provided with support needed to be discharged to their own home (where appropriate) or another community setting following the Discharge to Assess pathway set out in Schedule 1 to this Variation, where a follow on assessment is completed regarding ongoing needs.
Effective Date	means the date of this Variation.
Enhanced Discharge Services	During Covid, the government is providing additional funding, via the NHS, alongside existing use of local authority and Clinical Commissioning Group (CCG) budgets to help cover the cost of post-discharge recovery and support services in addition to what was provided prior to admission, for up to a maximum of 6 weeks following discharge from hospital or any 'Pathway 2' facility.
Enhanced Discharge Services Period	means the period from 19 th March 2020 until the date notified to the Partners by NHSE&I or the Department of Health and Social Care as being the date on which Funded Packages will no longer be available to new patients or existing recipients of Funded Packages.
Funded Packages	means: <ul style="list-style-type: none">- new or extended out-of-hospital health and social care support packages referred to in the Discharge Requirements and more specifically set out in Annex A of the Covid-19 Financial Reporting Guidance; and- provided to patients on or after the Operational Date and before the end of the Enhanced Discharge Services Period.
Future Discharge Requirements	means any subsequent directions and/or guidance issued by HM Government and or the NHS in relation to the continuation, variation or cessation of the Discharge Requirements.

NHSE&I	means NHS England and NHS Improvement
Operational Date	means 19 th March 2020.
Variation	means this Second Variation to the Section 75 Agreement including any schedules and appendices.

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

2 Variation

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

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

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

2.1.3 The Partners have reviewed the financial arrangements contained in the Partnership Agreement and have agreed that Schedule 3 paragraph 4 (Risk Share and Overspends) to the Section 75 Agreement shall not apply in respect of the Covid-19 Hospital Discharge Scheme. The financial arrangements in respect of the Covid-19 Hospital Discharge Scheme shall be as set out in the Scheme Specification;

2.2 Except as amended by this Variation and as set out in clauses 2.1.1 to 2.1.3 above and the Schedules of this Variation, the Section 75 Agreement shall continue in full force and effect and this Variation shall not release or lessen any accrued rights, obligations or liability of any of the Partners under the Section 75 Agreement.

3 Term

The Partners acknowledge agree and confirm that the variations set out in Clause 2 shall take effect as from the Operational Date and shall continue in effect until the Covid-19 Hospital Discharge Scheme is terminated or varied in accordance with the provisions set out in paragraph 8 of Part 2 of Schedule 1 of this Variation to reflect future arrangements following the end of the Enhanced Discharge Services Period.

4 General

The provisions of the following clauses of the Section 75 Agreement shall apply, mutatis mutandis, to this Variation: clause 15 (Audit and Access Rights), clause 23 (Dispute Resolution Procedure), clause 25 (Confidentiality) clause 26 (Freedom of Information and Environmental Protection Regulations), clause 29 (Notices) and clause 38 (Assignment and Sub-Contracting).

5 Severance

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

6 Third party rights

Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Variation pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

7 Entire agreement

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

7.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the Partners.

8 Counterparts

This Variation may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Partners shall constitute a full original of this Variation for all purposes.

9 Governing law and jurisdiction

9.1 This Variation and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

9.2 Subject to clause 23 (Dispute Resolution) of the Section 75 Agreement, the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Variation, its subject matter or formation (including non-contractual disputes or claims).

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

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

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

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

Authorised Signatory
David Evans
Accountable Officer

Schedule 1 Amendments to the Section 75 Agreement

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

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

Background:

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

In addition, paragraph 10.4 provides:

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

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

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

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

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

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

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

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

Covid 19 Discharge Process Operational Group



Care Pathways: Hospital discharge

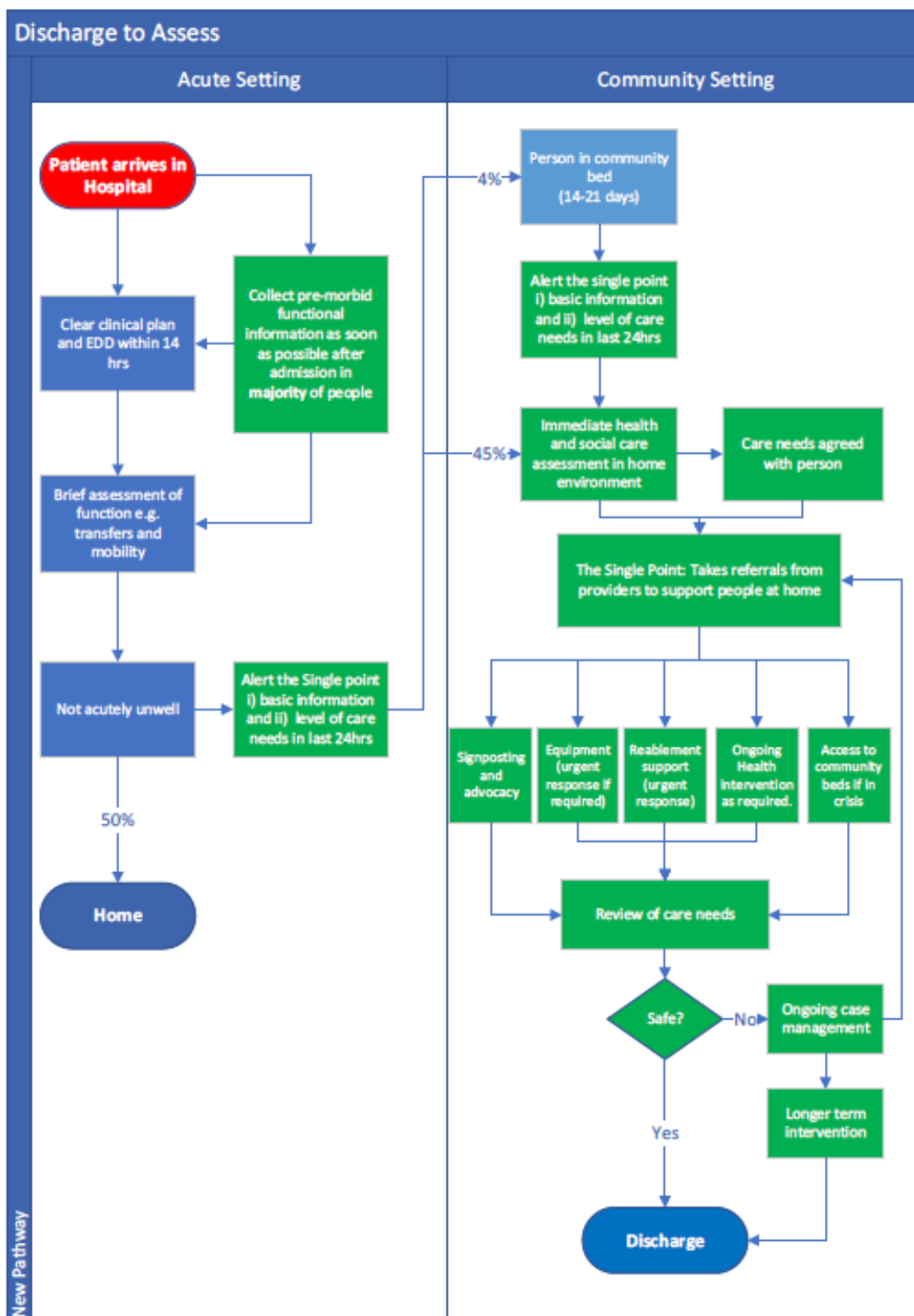


Local Health Resilience Partnership (LHRP)

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

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

COVID-19 Hospital Discharge Service Requirement



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

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

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

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

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

1 OVERVIEW OF INDIVIDUAL SERVICE

1. This service shall be known as the Covid-19 Hospital Discharge Service.
2. The Covid-19 Hospital Discharge Service is being introduced in response to the global Covid-19 pandemic and more specifically the Government's Discharge Requirements guidance to reduce pressure on those hospitals providing acute services.
3. The Partners have reviewed the Discharge Requirements and determined that the arrangements as set out in Part 1 and Part 2 of this Schedule 1 will permit them to implement the Discharge Requirements.
4. The Council will be the lead commissioner for this Covid-19 Hospital Discharge Service and shall comply with the requirements of this Scheme Specification as set out in Parts 1 and 2 of this Schedule 1.

2 FUNCTIONS

1. For the purposes of implementing this Scheme the CCG delegates to the Council its functions under:
 - 2.1.1 section 3(1)(b) of the 2006 Act of arranging for the provision of other accommodation for the purpose of any service provided under the 2006 Act;
 - 2.1.2 section 3(1)(e) of the 2006 Act of arranging for the provision of such other services or facilities for the prevention of illness, the care of persons suffering from illness, and the after-care of persons who have suffered from illness as are appropriate as part of the health service;

In each case in so far as the Council considers such services/provision to be necessary to meet the requirements of the person for whom the care and support is provided.

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

3 SERVICES

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

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

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

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

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

3.2.2 those persons the Council has responsibility to provide services for

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

4 COMMISSIONING, CONTRACTING, ACCESS

4.1 Commissioning Arrangements

4.1.1 The Council shall ensure that when commissioning Funded Packages it makes the patient and their families and/or carers aware that following the end of the Enhanced Discharge Services Period the patient may be required to pay for all or some of their future care needs.

4.2.1 The Council shall ensure that it reimburses those providers providing the Enhanced Discharge Support Services in a timely fashion paying particular attention to the financial pressures on providers during the Covid-19 pandemic. In complying with this obligation the Council shall refer to guidance issued by the Local Government Association, ADASS, and the Care Provider Alliance on social care provider resilience during Covid-19.

4.2 Access

This Scheme relates to Qualifying Individuals as determined by the Council

5 FINANCIAL CONTRIBUTIONS

1. The Covid-19 Hospital Discharge Scheme is being implemented in response to the Covid-19 pandemic and to give effect to the Discharge Requirements.

2. During the Enhanced Discharge Services Period there will no eligibility assessments for beneficiaries of the services provided under the Covid-19 Hospital Discharge Scheme and the cost of care packages or enhancements to existing packages under the Covid-19 Hospital Discharge Scheme shall be fully funded from central funding provided to the CCG by NHS England & Improvement.

3. The Partners shall:

5.3.1 comply with any requirements and any guidance issued by HM Government and/or the NHS relating to the funding of the Covid-19 Hospital Discharge Scheme after the end of the Enhanced Discharge Services Period; and

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

4. The exact level of the CCG's contribution to Pooled Fund is not known at this time. The CCG's contribution will be based on the monthly expenditure submissions to NHS E&I and completed by the CCG and the Council.

6 FINANCIAL GOVERNANCE ARRANGEMENTS

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

6.2 Audit Arrangements

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

6.3 Financial Management

The Council shall ensure that:

- 6.3.1 all support provided under the Covid-19 Hospital Discharge Scheme is recorded at individual level;
- 6.3.2 all agreed budgets funded through the Covid-19 Hospital Discharge Scheme are recorded at individual level;
- 6.3.3 any local authority funding, whether existing or new, which is or may be transferred to Pooled Fund by the Council is separately identifiable and the support purchased with it is separately recorded;
- 6.3.4 all monitoring and/or reporting information required by the CCG to report to NHSE&I or the Department of Health and Social Care is provided to the CCG promptly and in any event within any time frames stipulated by the CCG.

7 GOVERNANCE ARRANGEMENTS

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

8 DURATION AND EXIT STRATEGY

- 8.1 The arrangements for the Covid-19 Hospital Discharge Scheme may only be varied:
 - 8.1.1 in accordance with the variation provisions in the Partnership Agreement; and
 - 8.1.2 where such variation complies with the requirements of the Discharge Requirements and/or any Future Discharge Requirements.
- 8.2 This Scheme may not be terminated otherwise than in accordance with paragraph 8.3.
- 8.3 The Covid-19 Hospital Discharge Scheme shall, unless varied to give effect to Future Discharge Requirements, terminate on the date on which the Discharge Requirements cease to apply.
- 8.4 The Partners acknowledge that as at the date of this Agreement they are not in a position to determine all the exit arrangement for the Covid-19 Hospital Discharge Scheme. The Partners agree that except as otherwise set out in this clause 8 they shall:
 - 8.4.1 keep under review the Discharge Requirements and any Future Discharge Requirements;
 - 8.4.2 consider how to give effect to the requirements of any Future Discharge Requirements, where relevant; and

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

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

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

8.5.1 implement any agreed exit/transfer plan or in the absence of an agreed exit/transfer plan agree and implement such a plan which shall include, as a minimum, arrangements to transfer to the existing Funded Packages onto the future funding arrangements; and

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

8.6 The monies in the Pooled Fund which have been made available by the NHS pursuant to the Discharge Requirements may only be used to pay for the costs of those services which are listed in Annex A to the Covid-19 Financial Reporting Guidance as being eligible for this funding.