

# Public Document Pack



## Executive Board

Thursday, 24 March 2016 2.00 p.m.  
The Boardroom, Municipal Building

A handwritten signature in black ink, appearing to read 'David W R'.

**Chief Executive**

### **ITEMS TO BE DEALT WITH IN THE PRESENCE OF THE PRESS AND PUBLIC**

#### **PART 1**

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Members are reminded of their responsibility to declare any Disclosable Pecuniary Interest or Other Disclosable Interest which they have in any item of business on the agenda, no later than when that item is reached or as soon as the interest becomes apparent and, with Disclosable Pecuniary interests, to leave the meeting during any discussion or voting on the item.	
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*Please contact Angela Scott on 0151 511 8670 or  
Angela.scott@halton.gov.uk for further information.  
The next meeting of the Committee is on Thursday, 7 April 2016*

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*In accordance with the Health and Safety at Work Act the Council is required to notify those attending meetings of the fire evacuation procedures. A copy has previously been circulated to Members and instructions are located in all rooms within the Civic block.*

**REPORT TO:** Executive Board

**DATE:** 24 March 2016

**REPORTING OFFICER:** Strategic Director, People & Economy

**PORTFOLIO:** Community Safety

**SUBJECT:** Amalgamation of the Cheshire West, Halton and Warrington Youth Offending Service with Cheshire East's Youth Offending Service from April 2016

**WARD(S)** Borough-wide

1.0 **PURPOSE OF THE REPORT**

1.1 To advise executive of the developments in the delivery plan for Youth Justice services.

2.0 **RECOMMENDATION: That Executive Board approve the decision of the Cheshire West, Halton and Warrington Youth Offending Service (CWHWYOS) to extend the partnership to include Cheshire East Youth Offending Service.**

3.0 **SUPPORTING INFORMATION**

3.1 The 1998 Crime and Disorder Act requires each Local authority to establish a multi-agency partnership to deliver Youth Justice services. The partners include Police, National Probation Service, Health Services via Clinical Commissioning Groups, Education services via Local authority input and other relevant stakeholders. At CWHWYOS this currently includes the Police and Crime Commissioner (PCC) and the Magistracy, as well as 5 Boroughs Mental Health Partnership Trust.

3.2 The current partnership was formed in 2012 following an extensive scoping exercise assisted by the Youth Justice Board for England and Wales. The original plan included the incorporation of Cheshire East services and was approved by both YOS Management Boards and the four Councils. Cheshire East subsequently adopted an alternate strategy and thus the three way CWHWYOS was established.

3.3 The principal motivation for the wider partnership was to further improve quality of delivery from an existing high base whilst increasing resilience to funding restrictions by developing leaner management systems and economies of scale.

- 3.4 The CWHWYOS came into effect on 1 October 2012 and was a result of an amalgamation between Cheshire West and the existing partnership between Halton and Warrington.

The significant reductions in funding from the Youth Justice Board, in the last two years, approximately £300,000 per annum, have been absorbed by the partnership and savings in efficiency have resulted in no redundancies for staff or additional costs for the partners. Additional investment has been attracted, particularly the Divert project, which has improved outcomes for children at the point of arrest and has further improved the reductions in First Time Entrants to the Youth Justice system. The Youth Justice Board has indicated that further reductions in central grants with an additional 25% being cited for 16-17 approximately £170,000 p.a for the current YOS. Due to efficiencies in CWHWYOS, this will not incur additional resourcing from partners.

- 3.5 In terms of quality, the partnership has seen improved outcomes in the primary indicators and CWHWYOS continues to perform better than regional and national averages. In December 2015 Her Majesty's Inspectorate of Probation published a "Short Quality Screening" which praised CWHWYOS for its excellent work with young people, its ability to protect the public and safeguard children to a consistently high standard, across the large 'footprint' of the three local authority area.

- 3.6 In May 2015, the PCC requested the two YOS partnerships in Cheshire to consider again the original proposals for a single YOS across the Cheshire region in order to improve consistency and resilience to potential future changes in both the criminal justice system and Councils. The original design brief for a single YOS had several drivers which remain appropriate still and some that are even more relevant.

We have improved outcomes for children by virtue of the current situation with continued reductions in the three main indicator areas but also improved quality in areas such as restorative justice, work with girls, work with sexually harmful behaviours, child sexual exploitation and the emerging radicalisation agenda. We have improved the service to and with volunteers and these are all areas where a larger more collaborative footprint will yield even more economies of scale but also ability to have a wider resource base. This is particularly important in the highly specialised areas of restorative justice conferencing, work with sexually harmful behaviours and the majority of work which we undertake through the divert system.

Ability to negotiate with key partners such as Police, PCC office and to some extent the YJB will improve as single system of operations will apply across the footprint. This will significantly assist the ability

to influence further development of Divert funding from NHS England who have been unhappy with the disparate nature of the current service between the two YOTs

The recent Inspection outcome for CWHWYOS indicates that our initial remit for the three way local authority has been achieved and we have increased resilience despite severe funding reductions. The YJB are advising we plan for further cuts to 16-17 budget in the region of 25% which equates to approximately £250,000 across the two organisations. A much streamlined senior management team will achieve the majority of the savings required whilst still allowing sufficient capacity to operate and implement further improvements. However- if each YOS has to independently achieve the required cut I would assess the capacity to develop would be restricted and a risk to existing services would be present and our ability to retain an independence of funding would be curtailed with a commensurate risk to partners to cover any shortfalls that may accrue in terms of finance or quality.

The Taylor review interim findings also indicate the potential for further devolution of central funds and responsibilities regarding youth justice and a single larger YOS would be better placed to maximise potential opportunities this may bring.

3.7 In the summer of 2015, the new Minister for Justice announced a national review of the Youth Justice System, which is to report in June 2016 with an interim report published in February 2016. Indications from the Government suggest an increased devolvement of budgets and responsibility to the local area with a possibility that this may occur by PCC area. Increased and creative collaborations, such as in Cheshire are noted in the interim report. The author of the review, Charlie Taylor, has had a meeting with the current YOS Head of Service-Gareth Jones- and discussed the potential for further collaborations such as the one proposed. Mr Taylor has accepted an invitation to visit the YOS to understand more how a multi-agency and multi Local Authority Youth Offending service not only works but has improved performance against the indicators as well as attaining excellent quality standards within an overall backdrop of diminishing resources and increasing challenges. We are awaiting confirmation of the date of the visit.

3.8 Both YOS Boards have agreed the principle of amalgamation in line with the scoping exercise conducted in 2010-12 and formal agreement was expected at the CWHWYOS Management Board on 18 March 2016. The Chair is the Strategic Director for Cheshire West and Chester and Halton Borough Council.

4.0 **POLICY IMPLICATIONS**

4.1 There are no formal policy implications as this is an extension of the partnership delivering Youth Justice services as already approved in the existing service and formal partnership agreement.

4.2 The new Youth Offending Service (YOS) will be amalgamated from April 2016. A full review of its operational structure will then take place with any new proposals implemented from April 2017.

5.0 **FINANCIAL IMPLICATIONS**

5.1 The extension of the service will be achieved within existing budgets and is anticipated to ensure that further reductions in external funding does not negatively impact in terms of quality of outcomes in Halton both financial and social.

6.0 **IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

6.1 **Children and Young People in Halton**

The new partnership will improve service to children and young people from the YOS in terms of ability to respond and resilience of service.

6.2 **Employment, Learning and Skills in Halton**

None identified.

6.3 **A Healthy Halton**

None identified.

6.4 **A Safer Halton**

The extended YOS will allow for an improved service, particularly in the way in which Police resources within the YOS can be utilised. The Divert programme will also be more able to respond to demand peaks across the larger footprint.

6.5 **Halton's Urban Renewal**

None identified.

7.0 **RISK ANALYSIS**

7.1 No risks were identified in extending the partnership in line with the Partnership agreement already in existence.

7.2 If the proposal does not go ahead, a small risk exists that should further cuts from partners will be unsustainable in terms of

performance and quality of delivery.

8.0 **EQUALITY AND DIVERSITY ISSUES**

8.1 Ability to deliver services to emerging communities will be improved through the expanded skill base of the larger YOS ie work with girls, travellers etc.

9.0 **REASON(S) FOR DECISION**

To formally validate the decision by the current CWHWYOS partnership to extend its agreement to include Cheshire East.

10.0 **ALTERNATIVE OPTIONS CONSIDERED AND REJECTED**

To remain as two separate Youth Offending Services.

11.0 **IMPLEMENTATION DATE**

1 April 2016 for formal amalgamation of the two YOS Management Boards who will then oversee a review of service with an action plan being identified by 1 October and implemented by 31 March 2017 following any necessary consultations with partners, stakeholders and staff.

12.0 **LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

None.

**REPORT TO:** Executive Board

**DATE:** 24 March 2016

**REPORTING OFFICER:** Strategic Director, People and Economy

**PORTFOLIO:** Children, Young People and Families

**SUBJECT:** Development of the Regional Adoption Agency for Warrington, Wigan, St Helens, Halton and Cheshire West and Chester

**WARDS:** Borough Wide

## **1.0 PURPOSE OF THE REPORT**

- 1.1 This paper sets out the plans for the development of a Regional Adoption Agency (RAA) for Warrington, Wigan, St Helens, Halton and Cheshire West and Chester. The paper also provides an update on progress, identifies key decision points and sets out a number of recommendations for consideration, specifically that the RAA should deliver the recruitment, matching and adoption support services on behalf of the RAA partners.

## **2.0 RECOMMENDATIONS: That**

- 1) the contents of the report be noted;**
- 2) the approach being taken be agreed;**
- 3) the proposed scope and function of the RAA be agreed;**
- 4) the approach of the RAA board to set out a transition plan and the bid for further funding in March 2016 be agreed; and**
- 5) any further requirements to achieve the RAA are delegated to the Strategic Director, People and Economy in conjunction with the Portfolio Lead for Children, Young People and Families.**

## **3.0 SUPPORTING INFORMATION**

- 3.1 These improvements in practice and the learning from an established regional service provide an excellent foundation on which to build the new regional adoption agency.
- 3.2 The government outlined its expectations that local authorities establish RAAs in its announcement on Regionalising Adoption. It expects any RAA to be managing around 200 adoptions a year, a larger number than any of the proposed local authority partners is able to deliver on its own. The rationale for a larger RAA is that a greater pool of adopters



will be available and, therefore, that children have a better chance of being matched with a family which can meet their needs. The RAA will also reduce costs because if children are matched from within the local pool of adopters then the inter-agency placement fee will not apply.

- 3.3 Halton and Cheshire West and Chester are full partners in the development of the new RAA together with WWIISH (Wigan, Warrington, St Helens who are already providing a shared adoption service). Together the five local authorities will provide the scale that the government requires of a regional adoption agency. Halton and Cheshire West and Chester perform well against the national adoption scorecard and have adoption services that are rated good and outstanding by Ofsted (in 2014 and 2016 respectively). Wigan and Warrington are currently rated as good and St Helens as requires improvement as each local authority was still inspected individually even though they have a shared service.
- 3.4 The inclusion of Adoption Matters and Caritas Care in the development of the RAA, both Ofsted 'Outstanding' rated Voluntary Adoption Agencies (VAAs), provides the partnership with an opportunity to build an RAA which draws on the best practice from each of the partners and to meet changing demands through the pooling of expertise and resources.

### **3.5 Aims and objectives of the regional adoption agency**

#### 3.5.1 The key aims of the RAA are to:

- Provide all children with an adoptive family that meets their needs.
- Ensure that those affected by adoption receive the information, support and advice that they need to understand their adoption journey.
- Ensure that RAA families are well prepared, enabled and supported to care for the children with plans for adoption.

#### 3.5.2 The RAA will be developed with a focus on the child's journey to adoption and will deliver innovative and high standards of practice which lead to better outcomes. The key objectives are:

- Early identification of children for whom adoption is the right option
- Timely placement of all children including sibling groups and older children
- Placements which are sustained and developed, with timely and appropriate support as needed
- A sufficient range and number of adopters able to parent children with a wide range of profiles and needs, enabling more children to be placed "in house"
- A range of different adoptions placement types e.g. concurrency and foster to adopt

- A well performing and improving service reflected in the adoption scorecard, productivity and timeliness

### **3.6 Benefits of a regional adoption agency**

3.6.1 As a consequence of establishing an RAA to deliver the vision and objectives set out above, the following benefits will be achieved:

- Services will have a clear sense of responsibility and accountability for getting the right adopters in and recruitment will be driven by the needs of a larger number of children waiting.
- Social workers will have immediate access to a larger pool of adopters when matching. This is likely to speed up the process which will reduce delays for children.
- There will be greater opportunities to share and develop wider support services, including in partnership with health and independent providers.
- The RAA will be able to develop regional supervision models to provide cross-agency external support and challenge to develop excellent practice skills and behaviours to help to provide scrutiny and external challenge over permanence decision making, timeliness, missed matches and reversals, in real time.
- There will be an opportunity to establish mechanisms to ensure a wider overview of the pipeline of children coming in to the system which will provide an opportunity to develop clearer transparency and protocols for early planning.
- There will be opportunities to share costs and to benefit from economies of scale thereby reducing overall expenditure - speeding up matching not only markedly improves the life chances of neglected children but also relieves financial pressures on local authorities.

### **3.7 Project Governance**

3.7.1 In order to ensure effective governance of the RAA a project board has been established consisting of the assistant directors of each local authority and the chief executives of the voluntary adoption agencies.

- |                    |                                   |
|--------------------|-----------------------------------|
| • Jayne Ivory      | Wigan Council                     |
| • Fiona Waddington | Warrington Borough Council        |
| • Jason Pickett    | St Helens Council                 |
| • Tracey Coffey    | Halton Borough Council            |
| • Emma Taylor      | Cheshire West and Chester Council |
| • Norman Goodwin   | Adoption Matters                  |
| • Amanda Forshaw   | Caritas Care                      |

- 3.7.2 Project Board members are supported in their work by the heads of adoption services, a project manager, a project development officer and other specialist officers as required. Project management of the RAA is provided by Warrington Borough Council. The DfE have also appointed a coach to monitor progress who reports regularly to the DfE (Appendix 4).
- 3.7.3 The experience of people who have been adopted, adoptive families and birth families are essential to building the right service. Staff input is also vital. A full engagement plan has been developed and the first staff event was held on 5 February 2016.

### **3.8 Key project activities, milestones and update on progress**

- 3.8.1 **RAA vision, scope and function - completed 26 November 2015**  
The project board and operational lead officers for adoption services set out the vision, scope and function for the RAA at an away day on 26 November 2015.
- 3.8.2 A full project brief sets out the scope and function of the RAA and, in summary, concludes that the RAA should cover services for recruitment and training of adopters, matching children with the family who will best meet their needs and, providing support before and after adoption to ensure that the placement has the best chance of providing permanence to children.
- 3.8.3 Childcare services will remain within each local authority (as is currently the case for WWiSH partners) ensuring that local authorities continue to have operational responsibility for identifying children for whom adoption is the best arrangement for permanence, developing the permanence plan and making the decision that the child should be placed for adoption.

Recommendation: that the proposed scope and function of the RAA is agreed.

### **3.9 Communications and engagement plan – initial plan completed on 17 December 2015.**

- 3.9.1 Staff from the five local authorities and two VAAs are being engaged at the earliest opportunity. A briefing note is disseminated each month to staff and stakeholders and a series of events are being arranged to provide staff with information about plans and progress and seek their input in designing the new service. The first of these events took place on 5 February 2016 and was well attended by staff from across the seven partner agencies.

3.9.2 Communication with trades unions is being led by each of the assistant directors.

3.9.3 Further work on the plan is in progress to strengthen the engagement of adopters, adoptees and birth families. An engagement 'toolkit' is in development which will ensure that all stakeholders across the region have the same opportunity to contribute to the design of the new RAA.

**3.10 Options appraisal for the delivery vehicle for the RAA – agreed in principle by the project board on 5 February 2016.**

3.10.1 A full options appraisal has been conducted in order to identify the preferred delivery vehicle for the RAA. The board considered four options:

**Option 1**

**Do nothing or extend the current WWiSH model to include Halton and Chester West and Chester.**

This is not considered a viable option given the national policy drive towards a regional adoption agency as a single entity. In any event, the current operating arrangements and infrastructure would be unlikely to adequately support the extended functions and geography of the RAA.

**Option 2**

**Further develop the current WWiSH model – partial transfer of responsibility to a single local authority.**

A key issue with this option is the likelihood of the model fitting the expectations of the DfE and any future single inspection framework for the DfE. In addition, the temporary secondment arrangements limit the ability to develop a long term plan for the development of the service. This option may only be viable as a stepping stone to the development of a trust to deliver the regional adoption agency's activities on behalf of the member organisations.

**Option 3**

**Transfer of full responsibility to a single local authority.**

This option is likely to meet the requirements of DfE and any future Ofsted inspection framework. It may also appeal to elected members, staff and trade unions because it remains within the control of a local authority as a shared service or local authority trading company. In addition, it enables the RAA to build upon the learning from WWiSH and, potentially, to limit risks associated with commissioning all of the RAA functions (although retains the possibility of the provider local authority commissioning specialist functions and spot purchase).

There may be challenges in determining the appropriate local authority to deliver the service on behalf of partners and to ensure that there is a local feel and presence in the delivery of the service across the footprint.

## **Option 4**

### **Splitting commissioning from provision – commission the services from one or more voluntary adoption agencies.**

This option is likely to meet the requirements of DfE and any future Ofsted inspection framework. However it may give rise to concerns among elected members, staff and trade unions because of perceptions of diminished local accountability and potential erosion of terms and conditions for staff. The key challenge with this option is the commissioning process and management – ensuring clarity on the specification of the services and robust contract monitoring. This option may provide reduction in operating costs and opportunities for extending the remit of the service and drawing in external funding.

3.10.2 The preferred option of the RAA project board is **Option 3** – transfer of responsibility for delivery of the functions of the RAA to a single local authority.

3.10.3 The form of the arrangement for a single local authority provider could be either as a shared service or a local authority trading company. The key features of these forms are set out below.

3.10.4 A shared service

- One LA hosts the RAA on behalf of the other partners
- Staff are TUPE transferred or seconded (TUPE transfer is the preferred option of the RAA project board)
- LAs can commission the RAA directly without the need to tender, but only if the governance and control was shared between all LAs (further legal advice required)
- A joint commissioning board could be established
- Model could sub-contract services from VAAs/ other providers

3.10.5 A joint venture – Local Authority Trading Company (LATC)

- RAA jointly owned by each LA partner
- Staff are TUPE transferred
- VAA cannot be an owner due to procurement and tax rules (must be fully owned by one or more LAs)
- Governance arrangements must be constructed so that the LAs can each 'control' the RAA in line with procurement rules (Teckal compliance test)
- LAs could then contract with the new LATC to provide specified adoption services without procurement exercise
- Model could sub-contract services from VAAs/ providers

- 3.10.6 Independent legal advice is being sought on the benefits and dis-benefits of each of these forms and in shaping the final agreement. The proposal will be put before the RAA project board in the coming weeks and a further report will be presented once the board has identified the preferred option.

**Recommendation: that the decision on the preferred option and form of the RAA is considered once independent legal advice has been obtained and is delegated to the DCS.**

#### **4.0 Identifying the local authority to act as the host/ provider of the RAA**

- 4.1 A key issue is the capacity of the local authority to provide the services of the RAA and the corresponding back office support functions such as ICT support, HR, legal and financial, as well as options for accommodation.
- 4.2 Adoption services in Halton are judged as Good by Ofsted. However, for reasons of capacity, size, resources and the risks potentially involved, the professional opinion of officers in Halton is that the authority is not in a position to consider hosting the RAA.
- 4.3 As the two largest authorities, Wigan and Cheshire West and Chester have both expressed an interest in delivering the RAA on behalf of the partnership. The RAA project board will conduct an appraisal exercise to understand how each of these authorities can support the establishment of the RAA and reach a decision in the coming months on which local authority to recommend as the key provider.

**Recommendation: that the decision on the preferred local authority provider is delegated to the DCS in conjunction with the Portfolio Lead once the RAA project board has appraised the offer from the two local authorities that have expressed an interest.**

#### **5.0 The transition plan**

- 5.1 As a condition of the grant for scoping and defining the RAA, the DfE requires a transition plan by March 2016. The transition plan covers:
- Vision
  - Scope and child/adopters journey
  - Options analysis approach
  - Service delivery and process design
  - Benefits
  - Implementation plan
  - Costs to implement the RAA.

- 5.2 The first draft of the transition plan is scheduled for the end of February 2016. Once the plan has been agreed by the project board a further application for funding will be made to the DfE to implement the RAA.
- 5.3 The detailed design of the service will be undertaken between March and August 2016 with the participation of key stakeholders (including staff, adopters and adoptees).
- 5.4 It is intended that the RAA will be established October 2016.

**6.0 Next steps**

<b>What</b>	<b>Who</b>	<b>When</b>
Decision on preferred option	Project Board	5 February 2016
Soundings from DfE on acceptance of the preferred option	Project Board Chair and Project Manager	Mid-February 2016
Ratification of decision	Relevant governance bodies within the participating local authorities	Early March 2016
Transition plan completed & funding application to develop and deliver	Project Manager	Early March 2016
Decision on provider of the RAA following appraisal of options	Project Board in the first instance	Mid-March 2016
Detailed appraisal of legal form of the delivery vehicle	Project manager - tender out to NW Legal Consortium	Mid-March 2016
Detailed appraisal of HR issues	Project Board HR lead	Mid-March 2016
Full business case completed	Project Manager	Mid-March 2016
Further design of the 'to be' service in consultation with staff and service users	Project manager and steering Group	From February to August 2016

Implementation of transition plan	Project manager, project board and steering group	April to September 2016
RAA operational	Head of service	1 October 2016

**Recommendation: that the approach of the RAA project board to set out the transition plan and the bid for further funding in March 2016 is agreed.**

## **7.0 POLICY IMPLICATIONS**

7.1 The government has made it very clear that it expects local authorities to enter into regional adoption agency arrangements in partnership with VAAs. The government see this as a key plank of their policy around improving adoption.

At this stage there is no enforcement of this and the local authority could choose not to enter into this arrangement. However, in the Education and Adoption Bill 2016 (which is shortly due to receive royal assent) the government has given itself the power to direct a local authority to enter into a RAA if it has not already done so within 2 years (2017).

7.2 This could mean that the choice of partner LAs and VAAs could be severely restricted and provide less opportunity for influencing and shaping the design and delivery of a RAA that meets local needs as it is likely we would be directed to join a RAA that is already established.

## **8.0 FINANCIAL IMPLICATIONS**

8.1 Financial modelling of the new RAA is underway and will identify the funding formula for participating local authorities. The learning from WWiSH will assist in developing the funding formula (which is currently based on the numbers of children in care in each LA). In addition, the project board is engaged in the DfE sponsored finance working group to draw on learning from across the 18 RAA development projects in England.

8.2 The project aims to deliver the RAA within the current funding envelope for staffing for recruitment, matching and adoption support services with the potential for efficiencies by having a shared service.

8.3 Development grants from the DfE will enable the work required to establish the new RAA is delivered without cost to any of the participating local authorities or voluntary adoption agencies.



## **9.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

### **Children and Young People in Halton**

Adoption is a form of permanence for children who cannot live with their parents or within their extended family. Outcomes for children who are adopted are generally better than for children who remain in care as they are legally secured with an alternative family and are able to form secure and lasting attachments with their new family.

Adults who wish to start or extend their family through adoption must have an accessible and transparent route through assessment and approval as adopters which helps them to consider the needs of children that they may then go on to adopt.

To ensure that the match between the needs of children and adopters is as good as possible, a wide pool of adopters is required who can adopt a range of children with different needs (including older children, sibling groups and children with disabilities or from a BME background). The RAA aims to improve this on a wider geographic footprint and so increase the options for Halton children.

#### **9.1 Employment, Learning and Skills in Halton**

There are no implications.

#### **9.2 A Healthy Halton**

There are no implications

#### **9.3 A Safer Halton**

There are no implications

#### **9.4 Halton's Urban Renewal**

There are no implications

## **10.0 RISK ANALYSIS**

### 10.1 Key risks for the development include

- Insufficient time/ capacity to deliver the RAA by October 2016
- Lack of agreement between the elected members across LAs and the trustees of VAAs on the case for change
- Change in or absence of personnel – leading to drift in project timescales
- Insufficient funding from the DfE to implement the project
- Cultural barriers to the RAA development
- Project incomplete at end of contract term for project manager
- Disruption to business as usual

10.2 These risks are mitigated by the memorandum of understanding which has been agreed by all 5 LAs which outlines the respective expectation, roles and responsibilities of each LA and how any disputes will be resolved.

### **11.0 EQUALITY AND DIVERSITY ISSUES**

11.1 There are no specific equality and diversity issues.

### **12.0 REASON FOR DECISION**

12.1 A decision is required for Halton's agreement to progress with a plan for a regional adoption agency. This is in partnership with 4 other local authorities and 2 voluntary adoption agencies and services for adoption which are currently delivered directly by Halton will be delivered on its behalf by the regional adoption agency.

### **13.0 ALTERNATIVE OPTIONS CONSIDERED AND REJECTED**

13.1 An options appraisal has been undertaken by the Project Board for the regional adoption agency.

### **14.0 IMPLEMENTATION DATE**

14.1 The proposed implementation date is October 2016.

### **15.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

<b>Document</b>	<b>Place of Inspection</b>	<b>Contact Officer</b>
Regionalising Adoption (DfE June 2015)	<a href="#"><u>Regionalising Adoption</u></a>	Tracey Coffey

**REPORT TO:** Executive Board

**DATE:** 24 March 2016

**REPORTING OFFICER:** Strategic Director, People & Economy

**PORTFOLIO:** Children, Young People and Families

**SUBJECT:** Academies Update

**WARD(S)** Borough-wide

### 1.0 PURPOSE OF THE REPORT

- 1.1 To brief members on the scrutiny topic undertaken by the Children, Young People and Families Policy and Performance Board entitled “ How we work with our family of schools”.
- 1.2 To seek approval for a new relationship with the Academies and Free School within Halton.

### 2.0 RECOMMENDATION: That Executive Board

- 1) note the work undertaken by the scrutiny topic group; and
- 2) approves the recommendations of the Children, Young People and Families Policy and Performance Board.

### 3.0 SUPPORTING INFORMATION

- 3.1 A scrutiny topic group made up of 6 members was established in December 2014 to explore with officers: How are we working with our families of schools?’
- 3.2 Scrutiny group membership:

Councillors	Officers
Cllr Mark Dennett (Chair)	Ann McIntyre, Operational Director, Education, Inclusion and Provision
Cllr Pauline Hignett	Gill Bennett, Divisional Manager, Education
Cllr Kath Loftus	
Cllr Geoff Logan	
Cllr Angela McInerney	
Cllr Bill Woolfall	

- 3.3 A total of 4 meetings were held between December 2014 and September 2015. Within the scope of the scrutiny, members considered the role of the Local

Authority in all schools, including its relationship with academies. Officers asked whether members could consider whether there should be a differentiated approach between officer roles, service provision and charges for maintained schools and academies.

### 3.4 **Meeting 1, December 2014**

The first meeting provided the opportunity for Members and officers to explore what was to be explored and to determine the scope of the scrutiny topic: How are we working with our families of schools?’

Within the first meeting officers outlined the context of Halton’s school provision outlining the designation of the Borough’s 65 (non-independent) schools:

- 3 maintained nursery schools
- 4 special schools, including 1 converter academy
- 49 primary schools including 1 converter and 3 sponsored academies
  
- 8 secondary schools including the all through school, 2 faith schools, 2 converter academies, 2 sponsored academies and a free school.
  
- 1 Pupil Referral Unit (PRU)

Officers outlined the current model within which Local Authority officers are engaging with all schools, regardless of designation, as reflected in the allocation of link officers to all schools and their inclusion in the categorisation process. In addition to the allocation of school improvement link officers, academies, including the free school, access a number of statutory and non-statutory services provided by the Council, through the opportunity to purchase services.

Members were advised that it was essential that a relationship was maintained with all schools as the LA has range of statutory responsibilities which include special educational needs, children in care and safeguarding. In addition, a number of academies host LA Resource Provision.

It was agreed that it would be helpful if one of the outcomes of the scrutiny was to provide a steer for officers around how we differentiate our approach with maintained schools and academies. This would include consideration of any meetings and communications that academies are currently exempt from.

### 3.5 **Meeting 2, January 2015**

In the second meeting officers shared an example of the difference between the Local Authority’s approach to maintained schools and academies as outlined in the Department’s statutory guidance for Local Authorities regarding their powers of intervention with schools causing concern (SCC).

Where there is a concern around the performance of an academy, the school’s link officer will discuss this with the school. However, where concerns remain the role of the Local Authority is to share concerns with the Regional School

Commissioner, who reports directly to the Secretary of State.

It was acknowledged that the more closely officers work in a 'family' approach with all schools the better able we are to share and influence best practice across the Borough. An example of this was linked to discussion around schools' curriculum offer.

The well-established 11 - 19 partnership was cited as an example of where schools and officers are working together. Where there are changes, including curriculum, post 16 provision, it has proved most effective to respond as a family of schools, sharing and debating information as a collaborative including around nationally raised priorities including curriculum, assessment and the Prevent agenda.

Whilst the Local Authority has a role in continuing to influence best practice, as 'champions of excellence', it was recognised that schools are autonomous bodies, working under the direction of their governing bodies or trust boards (academies). This is exemplified in a number of documents that outline the distinct LA roles and responsibilities for maintained schools and academies. Members explored with officers if, set against this framework, we can have a true family of schools working together?

The Local Authority retains its responsibility for Safeguarding in Halton within all schools and settings.

### 3.6 **Meeting 3, June 2015**

The scrutiny provided the opportunity to consider models within other Local Authorities including the Hartlepool Model. Those present explored some of the similarities between the Halton and Hartlepool models. Broadly similar systems were identified as common to both Local Authorities including the underlying commitment and work with all schools.

Members recognise that schools are autonomous bodies, working under the strategic direction of their governing bodies or trust boards (academies). However, Members are keen to promote and support the continuation of opportunities to influence practice in all schools including good practice around curriculum offer and assessment. The Halton Association of Secondary Headteachers/11 - 19 partnership was cited as an example of where all secondary schools, the College and officers are working together. There have been successes as a result of partnership working for example all schools agreeing the In-Year Fair Access protocols. Where there are changes, including around the curriculum and post 16 provision, it has been very effective to respond collaboratively as a 'family' including around national issues.

Strong partnership working has been formally developed over the past 2 years through the implementation of Halton's Strategic System Leadership Group. Members of this partnership group, established by the LA with its Teaching schools, includes system leaders across maintained schools and academies. Terms of reference are established outlining the remit of the group. All schools are

encouraged to work with the Teaching Schools and their alliance members to access the wide range of professional development that they deliver and facilitate.

Halton has effectively established its system leadership approach, including school to school support and sector led improvement, acknowledged by Senior Regional HMI in the annual North West Ofsted report. The Local Authority fulfils its strategic school improvement role in partnership with its Teaching Schools and their Alliances, both of which are academies.

### 3.7 Meeting 4, September 2015

The final meeting provided the opportunity to reflect upon what had been learnt as a result of the scrutiny and to consider the recommendations arising from this.

One of the areas for consideration was the request for Members to provide guidance on how the Local Authority should work with academies (including the free school).

At present there is an element of differentiation between maintained schools and academies:

- There are varying costs for Academies for some buy back services
- We invite Principals to some meetings and not others
- LA charges academies for access to the schools' e-circular but this includes some statutory messages so we then need to send those messages separately.

Some Local Authorities include all schools, regardless of designation, to ensure that they can share information and provide a level of influence across all schools.

Given that we have academies and free schools in Halton, and that it is likely that this will continue to be the case, Members were asked if their view is that all schools are treated the same. In terms of the costs of any SLAs the charge should reflect full cost recovery.

All Members confirmed the view that we need to do the best for all children and young people in Halton, regardless of each school's designation, and make sure that a differential approach does not disadvantage Halton children, particularly those who are most vulnerable.

It was acknowledged that some schools were 'forced' down the academy route but we have seen some benefits from these schools who have used their experience and knowledge to support others within the borough.

Members asked if the LA can hold academies to account for their expenditure as it was public funding. They were advised that accountability for the funding and any questions relating to this sits with the Education Funding Agency (EFA) and it was explained that all academies are subject to external audit. Members were informed that School Forum membership included representatives from both maintained schools and academies and that the membership was proportionate to

the number of pupils in each sector. School Forum had encouraged academies to present information on their level of balances to ensure consistency and transparency. Some of the academies agreed to do this and had already presented their accounts.

The scrutiny concluded that there were a number of areas where a 'family of schools' approach would be beneficial. These included:

- Post 16 provision (linked through the commissioning statement)
- The development of specialist offers across secondary and post 16 provision
- the LA to share information across all schools and include all schools in briefings and meetings
- In the spirit of transparency academies would be requested to present financial information to School Forum on an annual basis.

### 3.8 Recommendations

To ensure that the LA can share information and provide a level of influence across all schools Policy and Performance Board proposed that:

- all schools to receive the e-circular
- all Head teachers and Principals to be invited to the Head teacher meetings with the Director
- consideration be given to the charges that are levied to academies for access to Council services and services are charged at full cost recovery; and
- officers continue to promote partnership working, encouraging academies to work with the Council, including the purchase of services through HBC SLAs.

### 4.0 POLICY IMPLICATIONS

4.1 By working together as a family of schools there is more opportunity to provide consistency of provision across the borough, share good practice and jointly respond to both local and national challenges as a partnership.

### 5.0 FINANCIAL IMPLICATIONS

5.1 A review of the current charges for SLA services to academies will need to be undertaken. These costs will need to be compared to full cost recovery. The revised charging arrangements could result in a reduction to the income to the Council. The implications of any reduction would then be discussed with each service manager before a final decision on the change in charging is agreed. Consideration may need to be given to phasing in new charges over a number of years.

### 6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 **Children & Young People in Halton**

Improve outcomes for children and young people through strengthening the partnership between the LA and all schools.

**6.2 Employment, Learning & Skills in Halton**

None identified.

**6.3 A Healthy Halton**

None identified.

**6.4 A Safer Halton**

None identified.

**6.5 Halton's Urban Renewal**

None identified.

**7.0 RISK ANALYSIS**

7.1 All schools working together in partnership will strengthen the local provision and avoid a fragmented approach to education in Halton.

**8.0 EQUALITY AND DIVERSITY ISSUES**

8.1 The proposal seeks to promote equality and diversity as it aims to work in closer partnership with all schools irrespective of their status.

**9.0 REASON(S) FOR DECISION**

Working in partnership with all the schools across Halton will provide a more coherent, consistent offer for all children and young people in the Borough.

**10.0 ALTERNATIVE OPTIONS CONSIDERED AND REJECTED**

It was not considered appropriate to treat Academies and the Free Schools differently as the Halton offer can only be strengthened by all schools and the LA working together.

**11.0 IMPLEMENTATION DATE**

April 2016.



12.0 **LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

Document	Place of Inspection	Contact Officer
Children, Young People and Families Policy and Performance Board	People & Economy Directorate	Ann McIntyre Operational Director Education, Inclusion & Provision
Reports and Minutes to the Scrutiny Board	People & Economy Directorate	Ann McIntyre Operational Director Education, Inclusion & Provision

**REPORT TO:** Executive Board

**DATE:** 24 March 2016

**REPORTING OFFICER:** Strategic Director, People & Economy

**PORTFOLIO:** Health and Wellbeing

**SUBJECT:** Halton Borough Council and NHS Halton Clinical Commissioning Group : Joint Working Agreement

**WARD(S)** Borough-wide

### 1.0 **PURPOSE OF THE REPORT**

1.1 To present an overview of the new Joint Working Agreement (JWA) between Halton Borough Council (HBC) and NHS Halton Clinical Commissioning Group (CCG), which will take effect from 1<sup>st</sup> April 2016 to 31<sup>st</sup> March 2019, and replaces the current JWA which is due to expire on 31<sup>st</sup> March 2016; current draft can be found at **Appendix 1**.

### 2.0 **RECOMMENDATION: That the Board**

- 1) **note the contents of the report and associated Appendix; and**
- 2) **approve delegated authority to the Portfolio Holder for Health and Wellbeing and the Director of Adult Social Services to finalise the new Joint Working Agreement.**

### 3.0 **SUPPORTING INFORMATION**

3.1 In April 2013, HBC and NHS Halton CCG entered into a 3 year JWA for the commissioning of services for people with Complex Care needs. This Agreement was previously presented and agreed at Executive Board on 28<sup>th</sup> March 2013.

With the introduction of the Better Care Fund during 2015, a revised JWA (to take effect from 1<sup>st</sup> April 2015) was presented to Executive Board on 26<sup>th</sup> March 2015 to include the Better Care Fund allocation for 2015/16.

3.2 The focus on joint working and the pooling of resources between HBC Adult Social Care and NHS Halton CCG has continued to develop and strengthen since the introduction of the original JWA in 2013 and we currently have a pooled budget in excess of £42 million pounds.

Both NHS Halton CCG and the Council are committed to further developing our integrated approach to service delivery and transformation to improve the Health and Well-Being of Halton residents.

3.3 The management of the current arrangements has been extremely successful,

improving outcomes for individuals in addition to moving from a position of overspend for both organisations in relation to associated expenditure to that of financial balance. As such both organisations want to continue with the current arrangements in place and as such are seeking the approval that the arrangements continue for another 3 years, until 31<sup>st</sup> March 2019.

3.4 The development of the JWA has been possible under Section 75 of the Health and Social Care Act 2006, which allows local authorities and health organisations to pool funds. The Agreement itself provides the legal framework in which HBC and NHS Halton CCG work together in order to achieve their strategic objectives of commissioning and providing cost effective, personalised, quality services to the people of Halton.

3.5 The JWA has been reviewed by both HBC and NHS Halton CCG and has been amended/updated to reflect changes in organisational structure, governance arrangements associated with the JWA and agreed Pooled Budget.

The JWA has been reviewed by legal representatives from both HBC and NHS Halton CCG and some minor issues associated with governance arrangements are still to be finalised before the end of March 2016.

As such the Executive Board are asked to give delegated authority to the Portfolio Holder for Health and Wellbeing and the Director of Adult Social Services to finalise the new JWA.

#### 4.0 **POLICY IMPLICATIONS**

4.1 None identified.

#### 5.0 **OTHER/FINANCIAL IMPLICATIONS**

5.1 As part of the JWA, HBC and NHS Halton CCG entered into a Pooled Budget arrangement which contains the expenditure on delivering care and support services for adults with complex needs; this budget was increased from 1st April 2015 to incorporate the Better Care Fund.

5.2 HBC and NHS Halton CCG have agreed the spending arrangements of the Pooled Budget.

#### 6.0 **IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

##### 6.1 **Children & Young People in Halton**

None identified

##### 6.2 **Employment, Learning & Skills in Halton**

None identified

6.3 **A Healthy Halton**

The JWA strengthens the existing arrangements in place to deliver high quality, effective and safe care for people with care and support needs. In addition the Pool Budget enhances the delivery of health promotion and preventative services designed to support people to live more years of healthy life.

6.4 **A Safer Halton**

None identified

6.5 **Halton’s Urban Renewal**

None identified

7.0 **RISK ANALYSIS**

7.1 The JWA complies with the financial standing orders of HBC and NHS Halton CCG and the regulatory and monitoring arrangements contained within.

7.2 No specific risk assessment is required for the JWA.

8.0 **EQUALITY AND DIVERSITY ISSUES**

8.1 There are no Equality and Diversity implications associated with the introduction of the new JWA.

9.0 **LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

Document	Place of Inspection	Contact Officer
Executive Board Report: 26.3.15 Halton Borough Council and NHS Halton Clinical Commissioning Group - Revised Joint Working Agreement	HBC Website	Damian Nolan <a href="mailto:Damian.nolan@halton.gov.uk">Damian.nolan@halton.gov.uk</a>
Executive Board Report: 28.3.13 Complex Care Services	HBC Website	Damian Nolan <a href="mailto:Damian.nolan@halton.gov.uk">Damian.nolan@halton.gov.uk</a>

**HALTON BOROUGH COUNCIL**

**AND**

**NHS HALTON CLINICAL COMMISSIONING  
GROUP**

**JOINT WORKING AGREEMENT**

**1<sup>st</sup> APRIL 2016 – 31<sup>st</sup> MARCH 2019**

**Relating to**

**Care and Support Services in  
Halton**

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**THIS AGREEMENT** dated \_\_\_\_\_ day of \_\_\_\_\_ 2016

MADE BETWEEN the following parties:-

- (1) **HALTON BOROUGH COUNCIL (HBC)**, Municipal Building, Kingsway, Widnes.
- (2) **NHS HALTON CLINICAL COMMISSIONING GROUP (CCG)**, Runcorn Town Hall, Heath Road, Runcorn.

## 1. Definitions

- |      |                                    |   |
|------|------------------------------------|---|
| 1.1  | <b>“the 2006 Act”</b>              | means the National Health Service Act 2006  |
| 1.2  | <b>“Budget Manager”</b>            | means any manager in HBC or the CCG with responsibility for a budget (not Pooled Fund) relating to the Care and Support Services  |
| 1.3  | <b>“Better Care Fund”</b>          | means the total agreed pooled fund  |
| 1.4  | <b>“the Better Care Board”</b>     | means the Board whose role, function and rules are set out in Schedule 2 of this agreement  |
| 1.5  | <b>“Capital Assets”</b>            | means (but not by way of limitation) the purchase, construction or replacement of a tangible asset which has a life of more than 12 months and a value exceeding [ ]  |
| 1.6  | <b>“Capital Expenditure”</b>       | means such sum exceeding Five Thousand Pounds (£5,000) expended from the Pooled Fund upon the purchase, construction or replacement of the Capital Assets   |
| 1.7  | <b>“CCG”</b>                       | means the NHS Halton Clinical Commissioning Group   |
| 1.8  | <b>“the Client/Clients”</b>        | means a person or persons who satisfies the requirements of the Eligibility Criteria and is/are a member of the Client group.   |
| 1.9  | <b>“the Client Group”</b>          | means any person (adults) registered with a Halton GP and is a Halton resident, with care being provided for a disability or illness due to a physical, mental health or learning disability and satisfies the requirements of the Eligibility Criteria.                                    |
| 1.10 | <b>“Care and Support Services”</b> | means care and support provided for a disability or illness due to physical, mental health or learning disability and includes those provided following a determination of eligibility within the Care Act 2014 and / or Continuing Health Care. Non-eligible service may also be provided. |
| 1.11 | <b>“the CSC”</b>                   | means the Better Care Commissioning Sub Committee   |



whose role, functions and rules of procedure are set out in Schedule 3 of this agreement

- 1.12 **“Eligibility Criteria”** means the Criteria agreed between the Parties as to the conditions to be satisfied for a Client to be a member of the Client Group and which is more particularly set out in Schedule 1.
- 1.13 **“Exempt Information”** means “such information which the Parties resolve that the remainder of their meetings be held in private because publicity would be prejudicial to the public interest or the effective conduct of public affairs etc....” as set out in Section 1 (2) of the Public Bodies (Admission to Meetings) Act 1960 and may include such matters as mentioned in Appendix 1
- 1.14 **“a Financial Year”** means a year commencing on 1st April and ending on the following 31st March
- 1.15 **“HBC”** means Halton Borough Council
- 1.16 **“Health Related Functions”** means such of the functions of HBC as are prescribed in Regulation 6 of the Regulations as far as they relate to the Client Group
- 1.17 **“ the Host Party”** means the organisation responsible for the accounts and audit of the Pooled Fund Arrangements as prescribed in Regulation 4 of the Regulations
- 1.18 **“NHS functions”** means such of the functions of the CCG as prescribed in Regulation 5 of the Regulations as far as they relate to the Client Group
- 1.19 **“the Parties”** means HBC and the CCG (and “Party” means either one of the Parties)
- 1.20 **“the Pooled Fund”** means the fund established from contributions by the Parties in accordance with the terms hereinafter appearing and in pursuance of the Pooled Fund Arrangements
- 1.21 **“the Pooled Fund Arrangements”** means the arrangements agreed by the Parties for pooling their monies and to be expended upon the costs of the Care and Services and to be maintained in accordance with the requirements of clause 6 hereof
- 1.22 **“the Pool Manager”** means the officer appointed by the Parties for the purposes of managing the Pooled Fund and authorising payments in accordance with the Scheme of Delegation from the Pooled Fund in respect of the costs of the Services. The Pool Manager is the Director of Adult Social Services for HBC.

- 1.23 **“the Regulations”** means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 SI No.617 and any amendments and subsequent re-enactments
- 1.24 **“the Revenue Budget”** means the annual budget agreed by the Parties made up of Revenue Payments
- 1.25 **“the Revenue Payments”** means such sums as contributed by the Parties to the Pooled Fund at the commencement of the Term and thereafter on the 1<sup>st</sup> April of each subsequent year in accordance with the terms of Schedule 4 in respect of the costs incurred or to be incurred in paying for the Care and Support Services
- 1.26 **“Scheme of Delegation”** means the delegated limits which apply to the Pool Manager incurring expenditure out of the Pooled Fund as more particularly set out in Schedule 5
- 1.27 **“the Service Contracts”** means the Contracts entered into by either one or all of the Parties for the purposes of providing Services. Such contracts may be in the form of service level agreements and entered into with voluntary, independent and public sectors
- 1.28 **“the Services”** means the Services provided for the benefit of the Client Group in accordance with the Service Contracts including inter alia the aims and objectives set out in Clause 4 hereto
- 1.29 **“Section 151 Officer”** means an Officer as required under Section 151 of the Local Government Act 1972. This requires local authorities to make arrangements for the proper administration of their financial affairs and appoint a Chief Financial Officer to have responsibility for those arrangements.
- 1.30 **“the Term”** means the period beginning 1st April 2016 and ending 31st March 2019 subject to review as hereinafter set out

## 2. Recitals

- 2.1 Pursuant to Section 75 Of the 2006 Act the Parties have agreed to undertake a joint approach to the commissioning and contracting of a range of Care and Support services. Furthermore and pursuant to Section 75 of the 2006 Act and the Regulations and Regulation 7, SI 2000 No.617, the Parties have agreed to enter into a Pooled Fund Arrangement to establish and maintain a Pooled Fund made up of contributions by the Parties out of which payments may be made towards the cost of the Care and Support Services in the exercise of the Health Related Functions and NHS functions, Local Authority Care Act 2014 functions and any other functions agreed by the Parties
- 2.2 The objectives of the joint approach to commissioning and contracting and the Pooled

Fund Arrangements are to improve the services for Clients through closer working between the CCG and HBC and which is pursuant to the obligations upon the Parties to co-operate with each other as referred to in the Section 75 of the 2006 Act.

- 2.3 The joint approach to commissioning and contracting and the Pooled Fund Arrangements proposed by this Agreement are intended to fulfill the objectives set out in the CCG's 5 Year Strategy 2014-2019 & 2 Year Operational Plan, Halton's Health and Wellbeing Strategy and the duties of HBC under the Care Act 2014.
- 2.5 The provisions of this Agreement shall take effect on the 1<sup>st</sup> April 2016.

### **3. Governance**

- 3.1 Each Party will retain (notwithstanding the terms of this Agreement) the statutory responsibility for their respective functions carried out under the Pooled Fund Arrangements and the activity of their employees in the undertaking clinical and/or social care duties.
- 3.2 The Parties have established a Better Care Board, as a joint committee within the meaning of Regulation 10 (2) of the Regulations, for the purpose of discharging their duties in relation to the commissioning and provision of Care and Support Services as outlined in Schedule 1. The powers of the Better Care Board to undertake this role is derived from the Better Care Board's membership of Executive Members who have been given delegated authority from the Parties. The Better Care Board is not an autonomous body and does not therefore have legal status.
- 3.3 Governance arrangements exist within the Parties to address the issues of clinical governance, public accountability and probity as well as satisfy HBC and the CCG Standing Orders and Standing Financial Instructions. The Better Care Board will discharge these duties and governance arrangements when acting on behalf of the Parties and report to the Boards of the respective Parties as outlined in Schedule 2.
- 3.4 The Parties have established the Better Care Commissioning Sub Committee (CSC) as a Sub Committee of the Better Care Board. The CSC will report directly to the Better Care Board.
- 3.5 Decisions of the CSC and/or the Pool Manager which are or are intended to be beyond their respective delegated authority limits (as set out in Schedule 5) or are inconsistent with the terms of this agreement will require the prior approval and/or ratification of the governing bodies of the Parties organisations.

### **4. Better Care Board**

- 4.1 The aims and objectives of the Better Care Board are to:
- 4.1.1 Determine the strategic direction and policy for the provision of Care and Support Services to those with identified care and support needs to improve quality, productivity and prevention.
- 4.1.2 Promote inter-agency cooperation, via appropriate joint working agreements/ arrangements, to encourage and help develop effective working relationships

between different services and agencies, based on mutual understanding and trust

4.1.3 Exercise financial control over budgets, including the Better Care Fund, associated with the running of Care and Support Services supporting those with identified care and support needs, ensuring financial probity.

4.1.4 Drive forward the continued implementation of achieving a whole system coordinated approach, including the strategic aims outlined in Halton's Better Care Plan 2016/17 by overseeing the associated work of Partner organisations, monitoring performance, reviewing and evaluating services and taking assertive action where performance is not satisfactory.

4.2 Membership:

The membership of the Better Care Board is outlined in Schedule 2.

## 5. Pooled Fund

5.1 A budget time table for agreeing the Pooled Fund in years 2017 and 2018 is outlined in Schedule 4. There will be one Pooled Fund. The Revenue Payments to be contributed by the Parties for the Financial Year beginning 1<sup>st</sup> April 2016 are set out in Schedule 4.

5.2 The Pooled Fund will cover the expenditure on both staffing and service contracts by the Parties during the term of this Agreement, the costs of which will be agreed by the Parties prior to each Financial Year.

5.3 The Parties may contribute additional amounts to the Pooled Fund during the term of this agreement whereupon the proportionate contribution of the Parties to the Pooled Fund will be adjusted accordingly for the purposes of dividing the Pooled Fund at the termination of the agreement as outlined in 11.3.1.

5.4 The management of and administration of the Pooled Fund shall be carried out in accordance with clause 6 and the terms and conditions set out in Schedule 4 and within the delegation limits set out in Schedule 5.

## 6. Management of the Pooled Fund

6.1 The Host Party for the purposes of this Agreement and of Regulation 7(4) of the Regulations shall be HBC or such other Party as the Parties may from time to time unanimously agree.

6.2 The Parties will appoint an officer from time to time to be the Pool Manager for the purposes of Regulation 7(4) of the Regulations who may delegate some or all of their functions as hereinafter set out. The initial Pool Manager shall be the Director of Adult Social Services, HBC.

6.3 The Pool Manager shall ensure that the standard budgetary controls, standing orders, financial contract regulations and monitoring arrangements of the Host Party are complied with and all actions are taken within the Scheme of Delegation.

- 6.4 The Pool Manager shall manage the Pooled Fund within the Revenue Payments and shall submit bi monthly financial reports to the CSC, quarterly reports to the Better Care Board and Parties and ensure an end of year memorandum of accounts and balance sheet extract are prepared relating to the income and expenditure from the Pooled Fund and other information which the Parties may reasonably require so that the Parties may monitor the effectiveness of the Pooled Fund arrangements. Financial reporting will comply with the audit requirements of both HBC and the CCG.
- 6.5 The Revenue Budget for the Pool Fund shall be agreed annually by the Parties and expenditure incurred shall be in accordance with the Scheme of Delegation. Revisions to the Revenue Budget must be agreed by the Parties and reflected in the bi monthly financial reports presented to CSC.
- 6.6 The Pool Manager will provide to the CSC and the Better Care Board all relevant information concerning specific grants and other funding initiatives so that development bids can be coordinated against the relevant funding.
- 6.7 HBC will arrange for the accounts of the Pooled Fund to be audited annually and shall request Grant Thornton to make arrangements to certify an annual return of those accounts under Section 28(1) (d) of the Audit Commission Act 1998.

## **7. Charges**

- 7.1 Charges to clients for services funded by HBC within Fair Access to Care Services eligibility will be applied, in line with national and local guidance. This applies to HBC funded elements of joint funded services between the CCG and HBC.
- 7.2 Charges do not apply to clients eligible for Intermediate Care and Equipment Services in line with current national and local guidance.
- 7.3 Charges do not apply to clients eligible for Continuing Health Care funded services in line with current national and local guidance.

## **8. Pooled Fund Audit and Monitoring Arrangements**

- 8.1 Grant Thornton or such other accountants agreed by the Parties will act as external auditors to the Better Care CSC and will assume responsibility for auditing the Pooled Budget.
- 8.2 The Section 151 Officer of HBC will ensure the Pool Manager receives a retrospective bimonthly Pooled Budget statement not more than one month after the end of the previous month. This will form the basis of the bi monthly finance report referred to in 6.4.

- 8.3 The Pool Manager will monitor and scrutinise the Pooled Budget statement and investigate discrepancies and report such discrepancies to the CSC.
- 8.4 Procurement of, and payment for, all services and goods from the Pooled Budget will be undertaken using HBC Agresso financial system.
- 8.5 The Pool Manager will ensure that detailed financial reports are presented to the CSC and the Better Care Board and they reflect the latest financial position as previously reported at CSC.
- 8.6 HBC will prepare an end of year financial memorandum of accounts and extract balance sheet. Once the memorandum has been certified by Grant Thornton it will be presented to the CSC, Better Care Board and the Parties by the Pool Manager.

## **9. Staff and Accommodation Relating to the Pooled Fund**

- 9.1 The Pool Manager shall be an employee of HBC or such other person as agreed by the parties
- 9.2 The Chair of the CSC shall lead within the CSC on implementing the commissioning priorities to achieve the required outcomes of this Agreement and the Pooled Fund Arrangements.
- 9.3 The Chair of the CSC will make recommendations to the Better Care Board and the Parties upon the type and level of staff and support required to ensure the successful operation of the Pooled Fund in consultation with the Pool Manager
- 9.4 HBC and the CCG, following the recommendations of the CSC and the Better Care Board, will provide the necessary staff accommodation and support services required in connection with the administration of the Pooled Fund Arrangements.

## **10. Commissioning and Contracting Arrangements**

- 10.1 The CSC shall be responsible for overseeing the commissioning and contracting management of all Care and Support Services and prepare reports for the Better Care Board on the same.
- 10.2 In developing new commissioning proposals the CSC will need to determine the appropriate contractual route for the provision of any services. This may be the use of the NHS Standard Contract, a joint contract developed between the parties or a HBC contract. The Better Care Board shall review commissioning and contracting proposals, determine the appropriateness or otherwise of the proposals, report to the Parties, and obtain approval to the implementation of the proposals. Services approved by the Parties and commissioned through contracts and / or service level agreements shall be authorised on behalf of the Parties by the chair of the CSC. The role, function and rules of the CSC is outlined in Schedule 3.

## **11. Duration and Termination of this Agreement**

- 11.1 This agreement will commence on 1<sup>st</sup> April 2016 and terminate on 31<sup>st</sup> March 2019 provided that the Parties may agree to renew this Agreement at the expiration of the latter term. Annual reviews of the viability of the agreement during the Term will be conducted by the CSC with recommendations to be made to the Parties by 1<sup>st</sup> March.
- 11.2 Any of the Parties may terminate this agreement by the giving at least six months prior written notice to the other.
- 11.3 Upon the termination:-
- 11.3.1 Each of the Parties shall in respect of any unspent Revenue Payments held by the Pooled Fund on behalf of the Parties be entitled to be repaid from the Pooled Fund the contributions they shall have made to it in the same proportion as the contribution made at the beginning of the Financial Year with any additional contributions made during the year taken into the proportioning.
- 11.3.2 None of the Parties will be obliged to make any further Revenue Payments to the Pooled Fund other than to discharge the reasonable costs, liabilities and expenses incurred by the Pooled Fund prior to the date of termination. HBC shall use its best endeavors to mitigate such costs, liabilities and expenses.
- 11.3.3 Upon the date of termination such of the Capital Assets purchased with monies provided from the Pooled Fund will be disposed of with the proceeds reverting to the Pooled Fund after taking into account the reasonable cost of disposal and the proceeds shall be discharged in accordance with the proportions set out in paragraph 11.3.1 above. Alternatively, with the agreement of the Parties ownership of a Capital Asset may transfer to one of the Parties on receipt of funds to the Pooled Fund by the acquiring Party equivalent to the value of the said asset on the date of termination.

## **12. Review**

- 12.1 The Better Care Board will review this agreement during the Term and report and make recommendations on progress to the Parties in March of each year of the agreement.

## **13. Complaints**

- 13.1 Complaints and compliments relating to services jointly-provided by HBC and the CCG serving the Client Group will be dealt with in accordance with the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.

## **14. Disputes**

- 14.1 The Parties will act together in good faith to resolve any dispute that may arise under this agreement. If the parties are unable to resolve a dispute either party may require the matter to be referred to arbitration by either the National Commissioning Board or the Regional Government Office who will either adjudicate on the point at issue or will direct the parties as to the method of dispute resolution.

## **15. Contract (Rights of Third Parties) Act 1999**

- 15.1 Unless the right of enforcement is expressly provided, it is not intended that a third party should have the right to enforce a provision of this agreement pursuant to the Contract (Rights of Third Parties) Act 1999.
- 15.2 The parties may, by agreement, rescind or vary this agreement without the consent of a third party to which the right of enforcement of any of its terms has been expressly provided.

## **16. Risk Management**

- 16.1 Each of the Parties shall assume responsibility (subject as set out below) for the liability for all claims which are related to their statutory functions and duties and arising from this agreement including clinical negligence, Professional indemnity, Employers and Public Liability, income tax, national Insurance, VAT or other taxation liabilities however arising. This assumption of liability also applies to existing contracts operated by the Parties and any liability arising there from. The Parties hereby each individually indemnify each other from any liability arising from this agreement. All new contracts awarded by HBC or the CCG on behalf of the Parties will require that the contractor (private or voluntary organisation) will provide their own indemnity insurance. Neither Party will accept any claims from the other Party which relates to the period prior to the commencement of this agreement.
- 16.2 Subject to Clause 16.3, and 16.4, if a Party ("First Party") incurs a Loss arising out of or in connection with this Agreement or the Services Contract as a consequence of any act or omission of another Party ("Other Party") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or the Services Contract then the Other Party shall be liable to the First Party for that Loss and shall indemnify the First Party accordingly.
- 16.3 Clause 16.2 shall only apply to the extent that the acts or omissions of the Other Party contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Party acting in accordance with the instructions or requests of the First Party or the CSC.



- 16.4 If any third party makes a claim or intimates an intention to make a claim against either Party, which may reasonably be considered as likely to give rise to liability under this Clause 16. the Party that may claim against the other indemnifying Party will:-
- 16.4.1 as soon as reasonably practicable give written notice of that matter to the Other Party specifying in reasonable detail the nature of the relevant claim
  - 16.4.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Party (such consent not to be unreasonably conditioned, withheld or delayed);
  - 16.4.3 give the Other Party and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Party and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim
- 16.5 Each Party shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes such as those operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement.
- 16.6 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement

## **17. Data Protection**

- 17.1 The Parties acknowledge their respective obligations under the Data Protection Act 1998, Freedom of Information Act 2000 and the Environment Information Regulations 2004.
- 17.2 The Parties agree that each will facilitate the performance by the other of their obligations under the Act, the Regulations and under any other legislation that requires disclosure of information.
- 17.3 The Parties will abide by the agreed Information Sharing Protocol for the sharing of the Client Group information.

## **18. Conflict of Interest**

- 18.1 The Partners shall comply with the agreed policy for identifying and managing conflicts of interest as set out in Schedule [ ].

## **19. Force Majeure**

- 19.1 Neither Party shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Partner for any losses or damages incurred by that Party to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event

- 19.2 On the occurrence of a Force Majeure Event, the affected Party shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected Party and any action proposed to mitigate its effect
- 19.3 As soon as practicable, following notification as detailed in Clause [ ], the Party shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.
- 19.4 If the Force Majeure Event continues for a period of more than [sixty (60) days], either Partner shall have the right to terminate the Agreement by giving [fourteen (14) days] written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause

## 20. Notices

- 20.1 Any notice to be given under this Agreement shall either be delivered personally or sent by facsimile or sent by first class post or electronic mail. The address for service of each Party shall be as set out in Clause 20.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:-
- 20.1.1 personally delivered, at the time of delivery;
  - 20.1.2 sent by facsimile, at the time of transmission
  - 20.1.3 posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; and
  - 20.1.4 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent
- 20.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice, or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).

20.3 The address for service of notices as referred to in clause 20.1 shall be as follows unless otherwise notified to the other Partner in writing:-

20.3.1 if to the Council, addressed to the

Director of Adult Social Services  
Halton Borough Council  
Second Floor  
Runcorn Town Hall  
Heath Road  
Runcorn  
Cheshire, WA7 5TD  
Tel: 0151 511 8825

and

20.3.2 if to the CCG, addressed to the

Chief Operating Officer  
Halton CCG  
First Floor  
Runcorn Town Hall  
Heath Road  
Runcorn  
Cheshire, WA7 5TD  
Tel: 01928 593479

## 21. Variation

21.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners.

## 22. Change in Law

22.1 The parties shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.

22.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law

## **23. Waiver**

- 23.1 No failure or delay by any Partner to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right to remedy

## **24. Severance**

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

## **25. Assignment and Sub Contracting**

- 25.1 A Party shall not sub contract, assign or transfer the whole or any part of this Agreement other than to a statutory successor of all or part of a Party's statutory functions

## **26. Exclusion of Partnership and Agency**

- 26.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other

- 26.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:-

26.2.1 act as an agent of the other;

26.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other; or

26.2.3 bind the other in any way

## **27. Governing Law and Jurisdiction**

- 27.1 This Agreement 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

- 27.2** Subject to Clause 14 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Draft (as at 17.2.16)

## SIGNATURES SHEET

**SIGNED on behalf of**

**HALTON BOROUGH COUNCIL**

..... (signature)

..... (print name)

..... (position)

..... (date)

**(duly authorised in that behalf)**

**SIGNED on behalf of**

**NHS HALTON CLINICAL COMMISSIONING GROUP**

..... (signature)

..... (print name)

..... (position)

..... (date)

**(duly authorised in that behalf)**

Draft (as at 17.2.16)

## Schedule 1: Assessment, Eligibility and Local Dispute Pathway

### S1.1 Introduction

The Better Care Fund between the CCG and HBC will provide the main financial resource to be used for adults who are eligible for care and support services. This pathway supports Practitioners and Managers within Health and Social Care Teams to ensure assessment of need and considerations of eligibility are undertaken in a transparent way, involving the person and their significant others in the associated processes. The pathway complies with and promotes the use of the national and local guidance, legislation i.e. Care Act 2014, policies and procedures in relation to Fair Access to Care Services (FACS), Continuing Health Care (CHC), Funded Nursing Care (FNC) and Jointly Commissioned Care.

### S1.2 Assessment Process

#### Short Term Intervention/Intermediate Care Services

There are a range of commissioned services designed to provide assessment and intervention work to enable individuals to regain, maintain and improve their physical, social and mental health functioning and abilities. Some of these services are for people with specific conditions, whilst others are generic working with all adults.

S1.3 This range of services should be considered in the first instance where an individual presents with new or changing needs. Whilst there is some variation between services in the process, access to these services is gained through assessment leading to treatment, care and support planning and intervention work. Most of these services will then plan for and initiate longer term services as required towards the end of the intervention work. This group of services can also work alongside existing long term services where appropriate.

### S1.4 Long Term Provision (including provision of equipment)

Across the Health and Social Care economy in Halton there are a variety of Practitioners and Teams involved in the assessment of individuals to determine long term needs. Irrespective of the specialty, the process is broadly the same and is illustrated in the pathway diagram. At Practitioner and Team level the detail and scope of the assessment process undertaken is determined by an initial assessment of the presenting needs with a focus on utilising short term intervention services to maintain, restore or improve functional ability and manage short term changes in a person's life before considering long term care and support provision.

S1.5 Where short term interventions have been undertaken, or were not indicated, then the next stage of the assessment process is to determine the nature of risks for an individual, their long term care and support needs and the range and type of interventions / services required to manage these. As part of this process, Practitioners and Teams need to consider issues of eligibility. Utilising existing FACS, CHC, FNC, Joint Funding and Equipment guidance and associated tools, Practitioners and Teams, with the individual and their significant others, will determine the appropriate type of funding the individual is eligible for. This determination is subject to quality assurance and authorisation processes

**S1.6 End of Life Fast Track Eligibility**

Where an individual is approaching the end of their life and requires palliative treatment, care and support, then medical or nursing practitioners and teams will ensure that the appropriate guidance and tools are utilised to inform their decision making about an individual's eligibility for funding through the 'fast track' process.

**S1.7 Quality Assurance**

Existing supervisory and management structures within the respective organisations undertake a quality assurance process in relation to the assessment of risk and need, and the decision in relation to eligibility. Specifically Team Managers and Supervisors will be responsible for:

- ensuring short term preventative services have been utilised to full effect;
- reviewing the consistency, quality and veracity of all the assessments leading to a request for funding, and undertake more in-depth sample auditing of cases as per organisation policies;
- verifying and validating recommendations on eligibility by the Practitioner or Team in line with national and local guidance;
- agreeing required actions where issues or concerns arise in relation to the assessment and eligibility determination;
- referring issues of unmet need or service deficit (including issues of out of borough placements) which could potentially impact on wider/overall commissioning intentions through to the appropriate Commissioning Manager; and
- ensuring out of borough placements are only agreed after all local options have been explored.

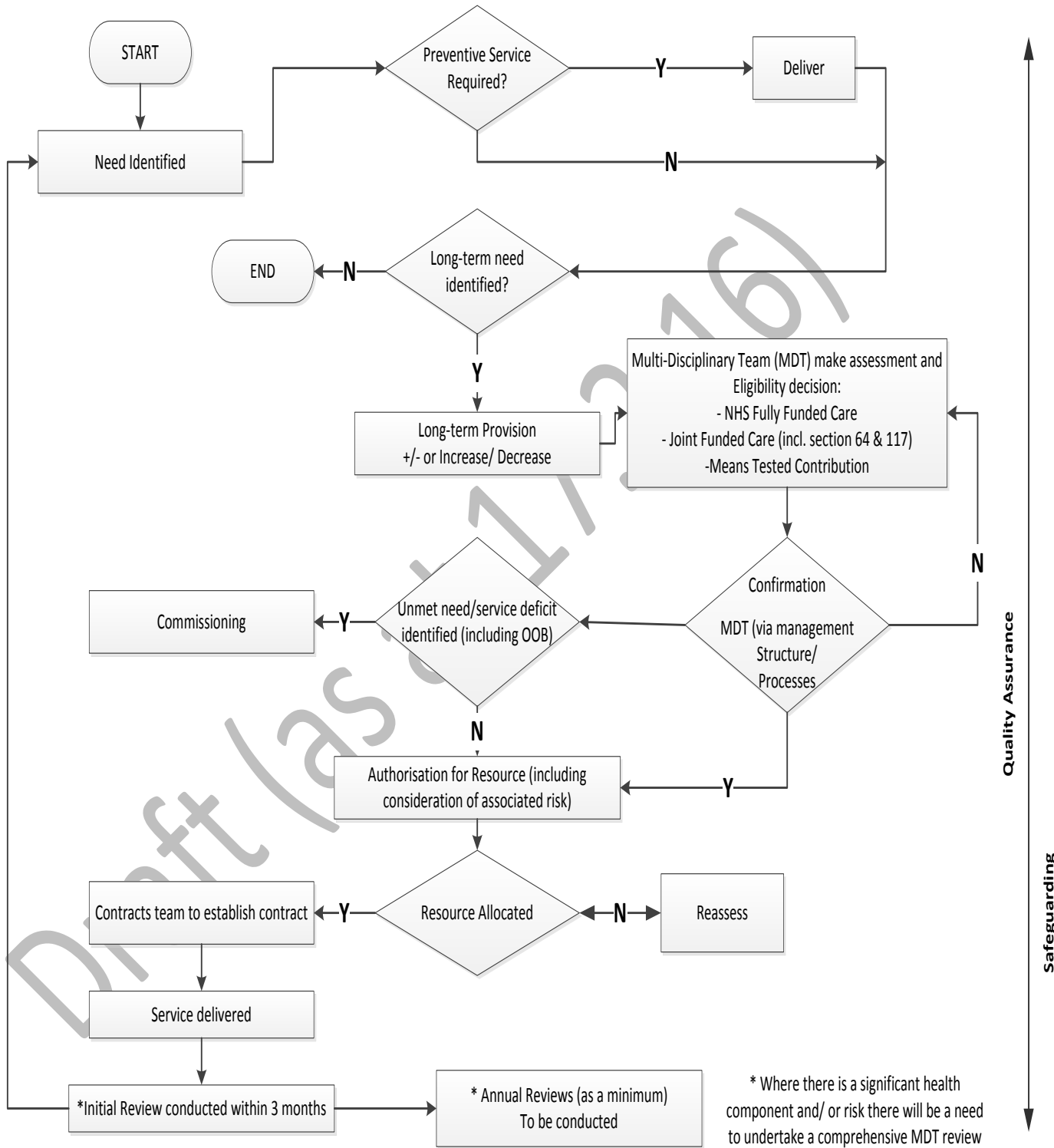
S1.8 Quarterly reports will be presented by a relevant Divisional Manager (HBC) and the Complex Care Clinical Lead (the CCG) to the CSC outlining key issues and actions in relation to the quality assurance process.

**S1.9 Resource Allocation Authorisation**

Authorisation for the level and type of resource allocation to support an individual will be undertaken by appropriate Managers and Leads within HBC and the CCG, in line with the respective organisations financial standing orders and delegation limits and as agreed with the Pool Manager.



**Care and Support Pathway**



## **Schedule 2: Role, Function and Rules of the Better Care Board**

- S2.1 In this Schedule, “member” or “members” shall be defined by reference to the bodies (as amended from time to time as hereinafter set out) as set out in this Schedule 2
- S2.2 There will be regular reviews of the composition of the Better Care Board in order to reflect any changes in the Parties and members or in national guidance or legislation
- S2.3 Any of Parties may from time to time replace or fill a vacancy of one or more of its appointees to serve on the Better Care Board
- S2.4 Each of the Parties shall appoint named persons as substitute members who shall attend meetings of the Better Care Board in the absence of the member for whom they are a substitute member.
- S2.5 The Better Care Board may co-opt persons to sit on the Better Care Board for a fixed period or to assist with specific matters but such co-opted members shall not be entitled to vote at any meetings of the Better Care Board.
- S2.6 Any representative/appointee of the member of the Better Care Board wishing to resign shall give written notice to the Chair of the Better Care Board who shall report the matter to the member body who has appointed the representative/appointee
- S2.7 The Chair of the Better Care Board will be HBC’s Executive Portfolio Holder (Health and Wellbeing).
- S2.8 The Chair shall preside over the Better Care Board meetings. If the Chair is not present then the Vice-Chairperson shall preside. If neither the Chair nor the Vice-Chairperson is present the members of the Better Care Board present (with voting rights) shall select a Chair for the meeting from the members who are present at the meeting.
- S2.9 The Better Care Board shall meet on a quarterly basis. The timing of the meeting may change in exceptional circumstances with the agreement of the Parties and the Chair. Reports and agendas shall be circulated, wherever possible, to the members at least five working days in advance of the said meeting. The agenda papers shall be sent to the members of the Better Care Board and to such other persons and agencies who would normally receive the papers had the Parties been reporting to their own respective boards in respect of the Pooled Fund Arrangements. Any items or matters, which are deemed to be exempt from discussion in public or before the press must be properly and clearly marked and endorsed with the reason thereof. For Exempt Information see definition 1.13 on Page 5 and for further information Appendix 1.
- S2.10 The minutes of all meetings of the Better Care Board shall be sent to the members and the Parties within 7 working days of the said meeting.

- S2.11 Extraordinary meetings of the Better Care Board may be called at any time upon a request by at least one third of the members entitled to vote and giving at least 5 working days prior written notice
- S2.12 All members of the Better Care Board shall be entitled to one vote, except where they have disclosed an interest. Votes should be cast in person. Nominated substitutes will assume the voting rights of the nominator
- S2.13 Members of the Better Care Board must disclose an interest when a Board meeting considers an item in which they have a personal interest and are likely to benefit. Members who disclose an interest should withdraw from the meeting until the item has been discussed. This should be noted within the minutes
- S2.14 The role of the Better Care Board is to ensure that an integrated system is developed and appropriately managed to ensure that the resources available to both Health and Social Care, including the Better Care Fund, are effectively used in the commissioning of the delivery of personalised, responsive and holistic care to those who are most in need within our community. This will be achieved through :-
- Determining the strategic direction and policy for the provision of Care and Support Services to those with identified care and support needs to improve quality, productivity and prevention.
  - Promoting inter-agency cooperation, via appropriate joint working agreements/ arrangements, to encourage and help develop effective working relationships between different services and agencies, based on mutual understanding and trust.
  - Exercising financial control over budgets, including the Better Care Fund, associated with the running of the Care and Support Services supporting those with identified care and support needs, ensuring financial probity.
  - Driving forward the continued implementation of achieving a whole system coordinated approach, including the strategic aims outlined in Halton's Better Care Plan by overseeing the associated work of Partner organisations, monitoring performance, reviewing and evaluating services and taking assertive action where performance is not satisfactory.
- S2.15 The Better Care Board will encourage the full use of the Health Act Flexibilities as defined within the NHS Act 2006.
- S2.16 The Better Care Board will take responsibility for the overseeing, monitoring and use of the Pooled Fund Arrangements for Care and Support Services and receive reports and information on the operation of the same from the Pool Manager.
- S2.17 Meetings of the Better Care Board shall be quorate when at least two members from the CCG (with voting rights) and two members from HBC (with voting rights) are in attendance. Decisions will be reached by consensus. If this is not possible then decisions will be based on a majority vote.

S2.19 **Membership**

The Better Care Board is chaired by HBC's Executive Board Portfolio Holder (Health and Wellbeing) and membership of the Board will consist of the following representatives:-

- **Halton Borough Council**
  - HBC Executive Board Portfolio Holder (Resources) (Vice Chair)
  - Director of Adult Social Services
  - Chief Accountant or representative
  
- **NHS Halton Clinical Commissioning Group**
  - Director of Transformation
  - Chief Nurse
  - GP Clinical Lead
  - Chief Finance Officer

S2.20 The Better Care Board will elect a Vice Chair from within its membership. Vice Chair of the Better Care Board is the Chief Finance Officer of the CCG.

S2.21 The Board has the right to co-opt non-voting members and invite non-voting individuals to attend for specific issues.

S2.22 Any of the Parties may from time to time replace one or more of its representatives to serve on the Board.

S2.23 Any member of the Board wishing to resign shall give written notice to the Chair who shall report the matter to the Better Care Board. Members from HBC and the CCG shall cease to be members of the Board where their employment with or elected membership of HBC and the CCG ceases.

S2.24 Each member of the Better Care Board will have one vote unless otherwise stated above at S2.12 or S2.17.

S2.25 The minutes of all meetings shall be sent to the CSC within 7 working days of the said meeting.

S2.26 The Better Care Board shall adhere to the role, function and constitution as laid out in Schedule 2.

### **Schedule 3: Role, Function and Rules of the Commissioning Sub Committee**

- S3.1 To develop and make recommendations to the Better Care Board on the strategic, commissioning and operational direction of Care and Support services in Halton.
- S3.2 To be responsible for oversight of the management, monitoring and use of the Pooled Fund by the Pool Manager, through monthly reports from the Pool Manager, and for reporting to the Better Care Board and Parties in all matters relating to the Pooled Fund.
- S3.3 To be responsible for the monitoring contractual relationships with service providers financed by the Pooled Fund through the implementation of a performance management framework and for reporting to the Better Care Board in all matters relating to such monitoring, including those associated with the Better Care Fund.
- S3.4 To develop and prepare the performance management framework.
- S3.5 To be responsible for the implementation of the decisions of the Better Care Board relating to the strategic objectives for the commissioning of the Services.
- S3.6 To implement the commissioning of Care and Support Services for the Borough of Halton, including those outlined in the Better Care Fund as directed by the Better Care Board.
- S3.7 To prepare detailed planning proposals for Care and Support Services and present to the Better Care Board for discussion and approval.
- S3.8 To consider bids for projects from the Better Care Board, and to prepare reports with recommendations to the Better Care Board.
- S3.9 To analyse government policies, local and national research and audit and national information relating to care and support services and to present such information to the Better Care Board for the purposes of the development and commissioning of Care and Support Services in Halton within the resources of available funding.
- S3.10 Meetings of the CSC shall be held bi-monthly. Due to the integrated approach undertaken by the CSC in support of the commissioning and operational direction of Care and Support Services in Halton, will not require a quorum in respect of specific numbers of representatives from HBC or the CCG.

**S3.11 Membership**

The CSC is chaired by HBC's Director of Adult Social Services and membership of the Board will consist of the following representatives:-

- Divisional Manager (Urgent Care), HBC
- Divisional Manager (Independent Living), HBC
- Divisional Manager (Care Management), HBC
- Finance Manager, HBC
- Public Health Consultant, HBC
- Director of Transformation, NHS Halton CCG (Vice Chair)
- Performance and Planning Manager, NHS Halton CCG
- Clinical Lead, Complex Care, NHS Halton CCG
- GP Clinical Lead, NHS Halton CCG
- Finance Manager, NHS Halton CCG
- 3 x Heads of Service, NHS Halton CCG

S3.12 Each member of HBC and the CCG will have one vote and any decisions taken by the CSC will require a majority vote unless otherwise agreed by the Parties.

S3.13 The CSC may co-opt non-voting members for the purposes of providing expertise to the CSC in relevant matters.

Draft (as at 17/2/16)

## Schedule 4: Finance

### S4.1 Contributions – Financial Year 2016/17

S4.1.1 For the purposes of Paragraph 5 the contributions to be made to the Pooled Fund by the HBC and the CCG for the period 1<sup>st</sup> April 2016 to 31<sup>st</sup> March 2017 are set out below (subject to variation as agreed between the Parties):-

HBC:- to be confirmed

the CCG:- to be confirmed

Grants:- to be confirmed

Full breakdown of the above budgets are outlined in Appendix 2.

### S4.2 Contributions - Years 2016/17, 2017/18 and 2018/19

S4.2.1 The contributions for the financial years 2017/18 and 2018/19 will be determined by the respective Parties and agreed by 1<sup>st</sup> March of the respective preceding financial year.

### S4.3 Additional Funds

S4.3.1 If any additional funding related specifically to the Clients becomes available to any of the Parties during the current Financial Year the Pool Manager should be advised of such circumstances and the funds shall be transferred to the HBC for inclusion in the Pooled Fund.

### S4.4 Variations of Contributions

S4.4.1 If in exceptional circumstances any of the Parties should wish to reduce their contributions to the Pooled Fund during the term of the agreement by a sum which would exceed 5% of their annual contribution, then such party shall serve six months previous notice in writing upon the other.

### S4.5 Overspends

S4.5.1 The Pooled Fund shall be managed by the Pool Manager with the intention of producing a balanced budget at the end of the financial Year

- S4.5.2 In the event that the Pool Manager identifies (at any period during the financial year) that there will be insufficient budgetary provision to meet the likely expenditure for the current Financial Year then this shall be reported to the CSC.
- S4.5.3 In the event referred to in paragraph S4.5.2 the following procedure will take effect:-
- S4.5.3.1 The CSC will be convened within 2 weeks of the report by the Pool Manager to produce a financial plan to address the budget insufficiencies within the existing Pool Fund allocation.
  - S4.5.3.2 The financial plan will be presented to the Parties for discussion and agreement within 4 weeks of the report by the Pool Manager.
  - S4.5.3.3 Where the Pool Fund is unlikely to be able to meet the agreed contractual duties of this Agreement then HBC may make proposals to the CSC including a reduction in service activity, and seek further action of the Parties as special conditions for the temporary support of the budget.
  - S4.5.3.4 Prior to the implementation of the financial plan referred to above at S4.5.3.2 any conditions which the HBC shall seek to impose including amendments to this Agreement shall first be agreed with the CCG, whose agreement cannot reasonably be withheld.

#### **S4.6 Termination of this Agreement**

- S4.6.1 At the expiration of the Term or at any other date of termination as hereinbefore referred to, any surplus of monies held in the Pool Fund shall be repaid to the Parties in such proportion, as is equal to their respective contributions made during the term of this agreement subject to Audit approval.
- S4.6.2 Any surplus of monies left in the Pooled Fund at the end of the relevant Financial Year, other than at termination, representing an underspend for that year shall be rolled over into the next successive Financial Year unless otherwise agreed by the parties.

#### **S4.7 Debt**

- S4.7.1 Where charges to Clients for services funded by HBC within FACS eligibility are made and debts are incurred, then HBC will use the Authority's Debt Recovery policy to recovery those debts. This will also apply to HBC funded elements of joint funded services between the CCG and HBC.



#### **S4.8 S.151 Officer**

- S4.8.1 The Pool Manager will be accountable for managing the Pooled Fund and reporting to the HBC's Strategic Director Community and Resources Directorate, who is the officer appointed by HBC for the purposes of S.151 of the Local Government Act 1972 and S.114 of the Local Government Finance Act 1988.

#### **S4.9 HBC's Financial Standing Orders and Finance Regulations**

- S4.9.1 HBC's Financial Standing Orders will apply to the operation of the Pooled Fund where the Revenue Payments made by the CCG have been paid to HBC to be held in the Pooled Fund managed by HBC.
- S4.9.2 All Service Contracts and conditions of either of the Parties existing at the commencement of this agreement will be honoured until the date of their expiry. Any new Service Contracts entered into by either Party will be made in accordance with paragraph 4.9.1.

#### **S4.10 Monitoring and Reporting Arrangements**

- S4.10.1 HBC will provide the Pool Manager with bimonthly budget reports on the Pooled Fund and any expenditure incurred from the same. Where expenditure is incurred on behalf of the Pooled Fund by the Parties or those it commissions to carry out such work then those agencies will be required to record the detailed transactions within their accounting systems and provide bimonthly reports (in a format to be agreed by the Parties) to HBC for inclusion within the bimonthly Pooled Fund reports to the CSC.

#### **S4.11 VAT**

- S4.11.1 VAT will be applied in accordance with advice issued by H M Revenue and Customs. As HBC will be the host party it is envisaged that the VAT regime adopted will be that currently applicable to the Local Authority Sector.

#### **S4.12 Expenses**

- S4.12.1 Any expenses as agreed by the Better Care Board incurred by service users and carers in attending meetings of the Better Care Board may be paid from the Pooled Fund in accordance with the HBC subsistence and travel rules and the expenses of any other members of the Better Care Board shall be met by their employers or respective body.

### **S4.13 Payment Arrangements**

- S4.13.1 In the event of the CCG making its Revenue Payment to the Pooled Fund such payment shall be by quarterly installments within 5 working days of the start of each quarter month commencing on April 2016 on production of an invoice from HBC with any relevant supporting documentation provided that such payment to the HBC will be dependent upon receipt of the Revenue Payments made into the Pooled Fund
- S4.13.2 HBC will where appropriate pay the CCG in 12 equal monthly installments on receipt of an appropriate invoice and where necessary, with supporting documentation on 15th of each month commencing from 15<sup>th</sup> April 2016 provided that such payment to the CCG will be dependent upon receipt of the Revenue Payments mentioned in clause S4.13.1

### **S4.14 Efficiency Savings**

- S4.14.1 The Pooled Fund will have to demonstrate that it is achieving the required efficiency targets set by the Parties.

### **S4.15 Capital Expenditure**

- S4.15.1 Capital expenditure for the purchase of Capital Assets cannot be incurred without the prior written approval of the CSC and Section. 151 officer
- S4.15.2 In the event of approval being given the HBC as in clause S.4.1.15.1 shall purchase and own the Capital Assets on behalf of the Parties and thereafter be responsible for the maintenance, repair, renewal and insurance costs of the Capital Assets on behalf of the Parties.
- S4.15.3 The Pool Manager shall be responsible for producing and thereafter maintaining a register of Capital Assets purchased from the Pooled Fund.
- S4.15.4 On the disposal or sale of any of the Capital Assets, either during the Term of this agreement or upon termination of the same (for whatever reason) the net proceeds from such disposal or sale shall be returned by HBC to the Pooled Fund.
- S4.15.5 If the proposed cost of any of the Capital Assets shall exceed £30,000 then such cost shall not be funded from the Pooled Fund but shall require the submission and preparation by a manager of an initial Business Case to be made to the CSC which shall, if it accepts the validity of the Business Case, then refer such request for making a formal bid or request whether by submission of a formal Business Case for approval or otherwise to the appropriate statutory funder for such monies and if approved such Party shall retain legal ownership of the Capital Assets.

- S4.15.6 In the event of either Party receiving Capital Expenditure grant from the Government or other public department a protocol will be agreed by the CSC, taking advice from the S.151 officer of the HBC as to how such monies may be returned to the relevant party on termination of this Agreement howsoever accruing.

#### **S4.16 Specific Grants**

- S4.16.1 It is recognised by the Parties that the contribution to the Pooled Fund made by HBC and the CCG will not initially include specific grant monies from the Department of Health. In the event that specific grant monies become available for the Client Group the process described at S4.3.1 is to be followed.
- S4.16.2 In the event that such grants monies are withdrawn none of the Parties shall be required to fund such shortfall from its own resources and the Parties shall inform the Better Care Board and the Pool Manager of such event arising as soon as reasonably practicable
- S4.16.3 The Parties shall apply such information detail and audit evidence relating to the expenditure incurred by the Pooled Fund as may be required by the Parties and their auditors to satisfy any of the conditions which may have been imposed upon the Parties by the relevant funding body on receipt of such grant monies including evidence of the activities upon which such expenditure was incurred

#### **S4.17 Budget Timetable**

- S4.17.1 The annual HBC Budget for the whole Council will be set in accordance with the HBC's Corporate Budget Setting Process, identified below and which shall include those monies to be contributed by HBC to the Pooled Budget.
- S4.17.2 The Finance Manager will contact the Budget Managers within Adult Social Care, including the Pooled Manager, to request any information required and arrange meetings with Budget / Pool Manager during September and October each year, in preparation of setting the budget for the forthcoming year. It is essential that the information be provided promptly so that the overall deadlines for budget preparation are to be achieved.

S4.17.3 The indicative budget timetable for HBC is as follows:

- The current year budget will be revised continuously, as soon as virements are approved in accordance with standing orders.
- The current year budget will be reviewed each year in September & October, in conjunction with Budget Managers.
- The forthcoming year's base budget (i.e. before growth and savings) will be prepared by Mid-December.
- The Provisional Local Government Finance settlement from Central Government is expected by mid-December.
- Management Team and Executive Board will then consider the forthcoming base budget in the light of the provisional settlement.
- Management Team and Executive Board will consider growth and savings options during January and once approved these will be built into the forthcoming budget
- The budget will be approved and published in the People & Economy Directorate's electronic Budget book. This will be available to all budget managers by the end of March.
- Executive Board will consider the levels of fees and charges proposed for the forthcoming year during March.

S4.17.4 The CCG Finance Manager will confirm the CCG's contribution to the Better Care Fund, to the HBC Finance Manager, by the end of February each year.

S4.17.5 The budget setting process is summarised below:-

<b>Deadline Date</b>	<b>Item</b>
September/October	Meetings with Budget Managers for mid-year review.
Mid December	Forthcoming year's Base Budget (before growth & savings) to be prepared
Mid December	Provisional Revenue Support Grant (RSG) settlement analysed
Late December	Base Budget comparison to RSG reported to Management Team
End of January	Incorporate approved growth & savings into budgets
End of February	Confirmation of the CCG contribution to HBC Finance Manager
February/March	Forthcoming year's Fees & Charges recommended for approval by Members
End of March	Distribute People & Economy Directorate electronic Budget Book to Budget Managers

## Schedule 5: Delegation Limits

### S6.1 Delegated Authority

As stated in Governance 3.2, the Better Care Board is not an autonomous body and does not therefore have legal status. Any decisions of the CSC and/or the Pool Manager which are beyond their respective delegated authority/limits (as set out in Schedule (6.1.2) or are inconsistent with the terms of this agreement would require the prior approval and/or the ratification of the governing bodies of the Parties organisations in accordance with both Parties Standing Orders and Schemes of Delegation.

S6.1.1 As stated Schedule 4, paragraph 9.1 the Pooled Fund will be operated under the Council's Constitution, Standing Orders and Finance Regulations. Within paragraph 3.4 of the Council's Standing Orders relating to Finance there is provision for Delegated Authority to be granted to Officers of the Council for the certification of financial and personnel documents with the approval of the Strategic Director People & Economy and Head of Internal Audit.

S6.1.2 Delegated Authority has been granted to Officers of HBC who have responsibility for managing the Pooled Fund. These Officers and their certification limits are set out below and may change from time to time. The Better CSC shall agree and review the delegated limits of officers given below.

List of Officers who have delegated authority relative to this pool to certify Financial Documents within the following limits.

	<b>Orders/ Invoices</b>
Operational Director	£1m
Divisional Manager	£100k

S6.1.3 Authorised Certifying Officers shall be responsible for all financial arrangements delegated as per the list and shall maintain a sufficient record of all transactions to account to the Pool Manager for the Pooled Funds.

S6.1.4 The Pool Manager should ensure that certifying officers are familiar with the procedures and requirements set out in the Standing Orders Relating to Finance and Procurement and be satisfied that officers are aware of and comply with the correct procedures.

S6.1.5 Authorised Certifying Officers have a responsibility to assist the Internal Auditors acting on behalf of the Council when reviewing any internal or financial control system for which they are responsible.

- S6.1.6 Delegated powers are restricted to individual areas of management control as stated within this Agreement. In particular the certification of financial documents requires responsibility for ensuring adequate budgetary provision is available and documents are processed strictly in accordance within the specific authorisation limits as detailed in the list.
- S6.1.7 Any changes to the officers included in the list can only be authorised jointly by the Strategic Director, People & Economy and the Chief Internal Auditor.
- S6.1.8 Specimen signatures have been obtained for all the certifying officers and copies provided to the relevant sections within People & Economy Directorate, and the Community and Resources Directorate.

Draft (as at 17.2.16)

## Appendix 1: Exempt Information

- 1 The Better Care Board may choose to discuss in private certain information which includes or is likely to involve discussion of Exempt Information for the purposes of Schedule 12A Local Government Act 1972. The categories of Exempt Information applicable as at 29 September 2004 are listed for illustrative purposes only below and references in Schedule 12A aforesaid to 'the authority' shall in the context of this Agreement be taken to refer to the CSC
- 2 The Better Care Board shall discuss in private any item of business which includes or is likely to involve discussion of confidential information.
- 3 In the context of this Clause the expression 'Confidential Information' shall typically, though not exhaustively, mean:-
  - a) information furnished to the Better Care Board of any member of the CSC or to the Council or to the CCG by a government department upon terms (however expressed) which forbid the disclosure of the information to the public; or
  - b) information the disclosure of which to the public is prohibited by or under any enactment or by order of a court.

Draft (as at 11.10.16)

## Appendix 2: Finance

To be inserted

Draft (as at 17.2.16)



**REPORT TO:** Executive Board

**DATE:** 24 March 2015

**REPORTING OFFICER:** Strategic Director, People and Economy

**PORTFOLIO:** Health and Wellbeing

**SUBJECT:** Barkla Fields Bungalows

**WARD(S)** Borough-wide

**1.0 PURPOSE OF THE REPORT**

1.1 To seek approval to enter into an arrangement with Halton Housing Trust relating to specially adapted bungalows at Barkla Fields.

**2.0 RECOMMENDATION: That**

- 1) Executive Board note the report;**
- 2) Executive Board approve entering into an arrangement with Halton Housing Trust to share risks relating to voids at the Barkla Fields bungalow; and**
- 3) Delegated powers be given to the Strategic Director, People and Economy, in conjunction with the Portfolio holder for Health and Wellbeing to implement this arrangement.**

**3.0 SUPPORTING INFORMATION**

3.1 Board has previously approved a capital grant of £400,000 to Cosmopolitan Housing Association for the development of 10 specially adapted bungalows for individuals with learning difficulties or physical disabilities. This was due to an acute shortage of suitable accommodation for these clients, and the inability to secure such accommodation using the traditional HCA funding route due to the abnormally high costs per unit.

3.2 Cosmopolitan Housing Association subsequently encountered financial difficulties that resulted in the organisation being taken over by Sanctuary Housing Association, and two of Cosmopolitan's projects in Halton transferred to Halton Housing Trust – this bungalow project and the development of Brennan Lodge homeless hostel.

3.3 Halton Housing Trust (HHT) has developed five specialist adapted

bungalows at Barkla Fields (former Pingot site) at a cost of £1.2m. The Council has contributed £200,000 to this and handover of the bungalows is expected mid-March 2016.

- 3.4 The Council and HHT are seeking to enter into an arrangement for these properties. This will enable social care to nominate adults it supports as tenants of HHT and the arrangement will include an equal risk share relating to the filling of voids including lost rent. Provision will be included to revisit this arrangement if Local Housing Allowance is removed by Government

#### 4.0 **POLICY IMPLICATIONS**

- 4.1 These specialist bungalows support the Transforming Care agenda (Winterbourne View) and minimise the need for assessment and treatment beds and distant placements.

#### 5.0 **OTHER/FINANCIAL IMPLICATIONS**

- 5.1 The Council has made a capital grant to the higher build costs – see 3.3.

- 5.2 The weekly cost of a void is £205 per week and will be shared 50/50 by the Council and HHT. Both parties will seek to minimise any period of voids.

#### 6.0 **IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

##### 6.1 **Children & Young People in Halton**

None identified

##### 6.2 **Employment, Learning & Skills in Halton**

None identified

##### 6.3 **A Healthy Halton**

The wellbeing of disabled people will be improved through a home environment designed to meet their complex needs.

##### 6.4 **A Safer Halton**

None identified

#### 7.0 **RISK ANALYSIS**

- 7.1 The arrangement between HHT and HBC will share risks arising from voids.

#### 8.0 **EQUALITY AND DIVERSITY ISSUES**

- 8.1 The bungalow occupants will be tenants of HHT and awarded the same rights and duties through the tenancy agreement as all HHT

tenants. The social care support includes a responsibility on the provider to support the person to maintain their tenancy.

9.0 **LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

None under the meaning of the Act

**REPORT TO:** Executive Board

**DATE:** 24 March 2016

**REPORTING OFFICER:** Strategic Director, Community and Resources

**PORTFOLIO:** Resources

**SUBJECT:** Revenues and Benefits System Contracts

**WARDS:** Borough-Wide

## **1.0 PURPOSE OF THE REPORT**

- 1.1 To seek approval to waive Procurement Standing Orders in respect of an extension to 31<sup>st</sup> March 2021, for three contracts with Northgate Public Services (UK) Limited (Northgate) relating to the Council's Revenues and Benefits Computer System.
- 1.2 The three contracts currently provided by Northgate are; Northgate DOL.mailroom, Northgate Information@work and Northgate Revenues & Benefits.

## **2.0 RECOMMENDATION: That:**

- 1) The extension to the Northgate DOL.mailroom contract over 4 years and 7 months be approved;**
- 2) The extension of the Northgate Information@work contract over 4 years and 2 months be approved;**
- 3) The extension of the Northgate Revenues and Benefits contract over 3 years 8 months be approved; and**
- 4) That approval is given to the waiver of Procurement Standing Order 4.1 Competition Requirements, in compliance with Procurement Standing Order 1.8.3(c) in light of the exceptional circumstances and on the basis that compliance would result in a clear financial detriment to the Council, as set out in paragraphs 3.4 to 3.10 below.**

## **3.0 SUPPORTING INFORMATION**

### **Background**

- 3.1 Northgate Public Services (UK) Limited are the leading provider of revenues and benefits computer systems for local authorities in the UK. The Council has successfully operated the Northgate system for over

15 years, for the provision of housing benefits, council tax support, council tax and business rates.

- 3.2 The Council has three contracts with Northgate in relation to the revenues and benefits computer system, as follows;
- (i) Northgate DOL.mailroom – provides facilities to scan and reference documents in order that they can be submitted into the online workflow, for which the current contract is in place until 31st August 2016
  - (ii) Northgate Information@Work – provides online workflow which is used to view and manage documents, for which the current contract is in place until 20<sup>th</sup> January 2017.
  - (iii) Northgate Revenues and Benefits – provides the main computer system to record and process transactions and to generate payments, for which the current contract is in place until 26<sup>th</sup> July 2017.
- 3.3 The Revenues and Benefits system is one of the Council's largest and most complex computer systems. On an annual basis the system processes £53m of Housing Benefit claims for over 12,000 households, over £9m in Council Tax Support to over 13,000 households, Business Rates of £65m relating to 3,500 premises, Council Tax of some £64m relating to over 55,000 households.

### **Business Case**

- 3.4 The scale of the system means that any changes would require significant preparatory work, a lengthy lead-in time, additional staff resources and would carry significant costs.
- 3.5 Therefore initial discussions have been held with Northgate regarding the DOL.mailroom, Information@ Work and Revenues and Benefits contracts. Northgate have provided a proposal regarding the extension of all three contracts, in order to have a co-terminus end date of 31<sup>st</sup> March 2021.
- 3.6 The Head of Procurement has been consulted, to confirm that such contract extensions would comply with the EU Public Contract Regulations 2015.
- 3.7 There are a number of factors which support the extension of these contracts in terms of value for money, as follows;

3.7.1 Northgate are the market leader in respect of Revenues and Benefits systems, with over 150 sites nationally. They are also the only provider of a remote scanning and indexing system.

3.7.2 Northgate are the Council's existing supplier and the system has operated efficiently and effectively over a number of years. Staff within the Revenues, Benefits and Customer Services Division, are fully trained in the use of the system and have significant experience and expertise in its use and development. The introduction of a new system would therefore involve significant in-depth training with associated costs and initial loss of expertise.

3.7.3 The system is compatible with the Councils' Home Working policy, which enables a number of the Division's staff to permanently work from home.

3.7.4 The introduction of a new system of such a major scale would involve the Council in significant additional capital and revenue costs in terms of the implementation of a new system, data mapping and staff training.

3.8 The contract will meet the transparency requirements within Procurement Standing Orders.

3.9 With regard to propriety and security, standard integrity clauses will be built into the contract documentation and only relevant staff will have information about the terms of the contract.

3.10 Accountability for the contract would remain with the Operational Director, Finance and would be subject to the Council's internal and external audit scrutiny.

### **Conclusion**

3.11 Given all of the factors outlined above, it is recommended that Procurement Standing Order 4.1 is waived and the contracts for DOL.mailroom, Information@work and Revenues and Benefits are extended with Northgate Public Services (UK) Limited until 31<sup>st</sup> March 2021.

### **4.0 POLICY IMPLICATIONS**

4.1 None.

### **5.0 FINANCIAL IMPLICATIONS**

5.1 The proposed extension of the three contracts will provide a total saving of £15,000 over the 5 year period. In addition, Northgate will waive their normal annual inflationary increases during this period,

which based upon the latest Retail Price Index would equate to a saving of approximately £960 pa.

**6.0 RISK ANALYSIS**

6.1 By extending the contract with Northgate the risk to a disruption in service will be reduced by the following measures:

- The existing supplier has been used successfully for over fifteen years.
- No conversion of information would be necessary.
- No staff training on a new system would necessary.
- All required interfaces to other systems such as Agresso are already in place.

**7.0 EQUALITY AND DIVERSITY ISSUES**

7.1 None

**8.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

<b>Document</b>	<b>Place of Inspection</b>	<b>Contact Officer</b>
Northgate proposal to Halton Council	Kingsway House	Peter McCann Head of Revenues & Benefits & Customer Services

<b>REPORT TO:</b>	Executive Board
<b>DATE:</b>	24 <sup>th</sup> March 2016
<b>REPORTING OFFICER:</b>	Strategic Director, Community and Resources
<b>PORTFOLIO:</b>	Resources
<b>SUBJECT:</b>	Pensions Discretions Statement
<b>WARD(S)</b>	Borough-wide

### 1.0 **PURPOSE OF THE REPORT**

- 1.1 The Council is required to publish a Pensions Discretion Statement annually, to advise the discretions it intends to exercise under the Local Government Pension Scheme (LPGS).
- 1.2 This report accompanies the proposed statement for 2016/17 and outlines minor changes made to it.

### 2.0 **RECOMMENDATION: That:**

- i) The Board approve the Pensions Discretions Statement for 2016/17; and**
- ii) Those discretions be exercised by the appropriate Strategic Director, in consultation with the Portfolio Holder for Resources and Operational Director Financial Services. (In the case of applications from Strategic Directors/Chief Executive, replace appropriate Strategic Director with Chief Executive/Strategic Director, Community and Resources respectively).**

### 3.0 **SUPPORTING INFORMATION**

- 3.1 The Pensions Discretion Statement for 2016/17 is based upon the statement for 2015/16, which was approved by Executive Board in March 2015.
- 3.2 No new discretions have been added, nor have any discretions been removed.
- 3.3 There have been no material changes to the Local Government Pension Scheme Regulations 2013 that would result in a change to



the statement. Regulation 60 of those regulations sets out what the statement should contain, and the statement is compliant.

- 3.4 Minor drafting changes have been made to the statement for the purposes of adding clarity, and to reflect a change to the Staffing Protocol effective 1<sup>st</sup> April 2016.
- 3.5 Wording confirming the timescales attributed to the discretions stated under Regulations 22 (7) & (8), and 100 (6) has been amended to make it clear that the time period will not be extended beyond 12 months. It previously stated that it would not 'normally' be extended beyond 12 months.
- 3.6 The redundancy multiplier stated on page 8 of the statement has been amended to align with the Council's Staffing Protocol, effective 1<sup>st</sup> April 2016. This change to the multiplier was written into the Staffing Protocol, which was approved by Appointments Committee in February 2015.

#### 4.0 **POLICY IMPLICATIONS**

- 4.1 The Council is required to publish a written policy statement on how it will exercise its discretions provided by the scheme. The policies adopted seek to achieve the correct balance between cost to the council tax payer, good employee relations and staff recruitment and retention

#### 5.0 **FINANCIAL IMPLICATIONS**

- 5.1 There are financial implications for the Council in considering the application of these discretions. Each case will be different, and a business case will be required when such a discretion is exercised, balancing the interests of the Council with the interests of the individual.

#### 6.0 **IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

- 6.1 There are no direct implications to be noted for any of the Council's priorities.

#### 7.0 **RISK ANALYSIS**

- 7.1 The statement complies with the Local Government Pension

Scheme Regulations 2013, and enables the Council to make balanced decisions taking into account all risks.

**8.0 EQUALITY AND DIVERSITY ISSUES**

8.1 The recommendations will apply equally to all staff who are members of the LGPS. Employees have a right of appeal if they feel they have been treated incorrectly/unfairly.

8.2 In the first instance, appeals are made to the Divisional Manager Policy, People, Performance & Efficiency, who acts in the capacity of the Independent Person for the Independent Disputes and Resolution Procedure.

**9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

<b>Document</b>	<b>Place of Inspection</b>	<b>Contact Officer</b>
The Local Government Pension Scheme Regulations 2013 (Statutory Instrument 2013 No. 2356)	Municipal Building, Kingsway, Widnes	Richard Rout

**PENSIONS DISCRETIONS  
STATEMENT 2016/17**

**HALTON BOROUGH COUNCIL**

## Introduction

This statement is prepared and published in accordance with the requirements of Regulation 60 (1) of the Local Government Pension Scheme Regulations 2013, which states that;

A Scheme employer must prepare a written statement of its policy in relation to the exercise of its functions under regulations –

- (a) 16(2)(e) and 16(4)(d) (funding of additional pension);
- (b) 30(6) (flexible retirement);
- (c) 30(8) (waiving of actuarial reduction); and
- (d) 31 (award of additional pension),

and an administering authority must prepare such a statement in relation to the exercise of its functions under regulation 30(8) in cases where a former employer has ceased to be a Scheme employer. This statement fulfils that requirement.

The Executive Board approved the previous (2015) Pensions Discretions Statement for Halton Borough Council in March 2015.

There are no significant material changes to the discretions contained within this statement. Minor changes made to this statement are:

- Wording confirming the timescales attributed to the discretions stated under Regulations 22 (7) & (8), and 100 (6) has been amended to make it clear that the time period will not be extended beyond 12 months.
- The redundancy multiplier stated on page 8 has been amended to align with the Council's Staffing Protocol, effective 1<sup>st</sup> April 2016.

Where relevant, monetary amounts used within the explanations of discretions have been revised as appropriate.

This statement aligns with the Council's Staffing Protocol and the position with regard to discretionary payments for early termination of employment is contained herein.

This document is confirmed as the Council's Pensions Discretions Statement for the financial year 2016/17.

Any questions relating to this statement should be directed to:

Human Resources Section,  
Policy, People, Performance & Efficiency Division,  
Community & Resources Directorate,  
Halton Borough Council,  
Municipal, Building,  
Kingsway,  
Widnes,  
WA8 7QF

e-mail: [HR@halton.gov.uk](mailto:HR@halton.gov.uk)

**COMPULSORY POLICY STATEMENTS IN ACCORDANCE WITH LOCAL GOVERNMENT  
PENSION SCHEME REGULATIONS 2013**

**Regulation 16 (2) (e) & 16 (4) (d)**

**Ability to contribute to a shared cost additional pension contribution (APC) scheme.**

**Explanation:**

Where an active scheme member wishes to purchase extra annual pension of up to £6,675 by making an Additional Pension Contribution (APC) the employer may voluntarily contribute towards the cost of purchasing that extra pension via a Shared Cost Additional Pension (SCAPC).

**HBC decision:**

A SCAPC will only be entered into when the member decides that they wish to make an APC in order to repay the loss of pension which they have suffered from the purchase of unpaid leave relating to the changes to Terms and Conditions.

As long as the member enters into the APC contract by the 31<sup>st</sup> March of the leave year in which they wish to repay the loss of pension (i.e. 31<sup>st</sup> March 2016 for the unpaid leave purchased in 2015/16) then the Council will contribute two thirds of the cost of repayment. All other APC contracts will be funded in full by the member.

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**Regulation 30 (6)**

**Ability to award Flexible Retirement**

**Explanation:**

A member who is aged 55 or over and with their employers consent reduces their hours/or grade, can then, but only with the agreement of the employer, make an election to the administering authority to receive all or part payment of their accrued benefits without having retired from that employment.

**HBC decision:**

The Council will adopt this discretion and will assess applications from those employees aged 55 and over who reduce their hours by 25% (not for a grade reduction). Applications will be considered on the basis of future service provision and cost. The decision to release benefits will be taken by the appropriate Strategic Director.

-----

**Regulation 30 (8)**

**Waiving of Actuarial Reduction on Flexible Retirement and early retirement (age 55+)**

**Explanation:**

Employers can elect to waive some or all of the reduction on benefits if a member chooses to take flexible retirement and take their benefits before Normal Pension Age (NPA)

**HBC decision:**

HBC will only waive actuarial reduction on flexible retirement in exceptional circumstances.

-----

**Transitional Protections – Regulation 1 (1) (c) Schedule 2**

**Power of the Employing Authority to “switch on” the 85 year rule for a member voluntarily drawing benefits on or after age 55 and before age 60.**

**Explanation:**

A member who meets the 85 year rule and elects to draw their pension benefits from age 55 will no longer require their employers consent if they retire after 31<sup>st</sup> March 2014. However, certain members will lose some 85 year rule protections if they wish to draw their pension between age 55 and 60.

An employer may decide to “switch on” protection to the 85 year rule for a member who voluntarily retires from age 55 but before age 60 and meet any additional cost of the retirement.

**HBC decision:**

In exceptional circumstances, where this is in the interest of the Council and the costs of allowing such requests are considered against the benefits to the Council, that the Council will pay the additional cost of an unreduced pension.

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**Regulation 31**

**Ability to grant additional pension to an active member or within 6 months of ceasing to be an active member by reason of redundancy or business efficiency.**

**Explanation:**

An employer may decide to award a member additional pension up to a limit of £6,675 per year (current amount, will increase each April) payable from the same date as their pension is payable.

**HBC decision:**

The Council will not award additional pension.

**NON COMPULSORY DISCRETIONS**

**Regulation 9 (3)  
Contributions Payable by an Active Member.**

**Explanation:**

Employers must assess the appropriate rate of contribution band, in a reasonable and consistent manner and review the contribution bands on any material change in pay.

**HBC decision:**

The Council will review contribution bands annually or at a significant change, unless an employee exercises their right to appeal their band allocation when the review may be conducted earlier.

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**Regulation 22 (7) & (8)  
Re-employed and Re-joining Deferred Members**

**Explanation:**

This provision permits an employer the discretion to extend the statutory 12 month window within which a scheme member can elect to aggregate deferred LGPS benefits into their current employment.

**HBC decision:**

The Council will not extend the time limit beyond 12 months.

-----

**Regulation 100 (6)  
Inward Transfer of Pension Rights**

**Explanation:**

This provision allows an employer the discretion to extend the statutory 12 month window within which a scheme member can elect to transfer benefits from another scheme into their current scheme.

**HBC decision:**

The Council will not extend the time limit beyond 12 months.

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**Regulation 30 (5)**

**Ability to Waive Actuarial Reduction on Compassionate Grounds**

**Explanation:**

This regulation provides for early payment of retirement benefits, reduced by the amount shown in actuarial guidance issued by the Secretary of State for Local Government, in relation to an employment, for a scheme member who is not an employee in local government service in that employment, and has not attained normal pension age, but is aged over 55 years.

**HBC Decision:**

The Council will consider, on a case by case basis, exercising its discretion to waive some or all of the reduction. This will be where it is felt to be in the best interests of the Council as well as the employee (deferred member) and the costs of allowing such requests will be considered against the benefits to the Council.

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**Discretion under the  
Local Government (Early Termination of Employment) (Discretionary Compensation)  
(England and Wales) Regulations 2006.**

The Council is required to formulate, publish and keep under review a statement of policy on how it will exercise its discretion under the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006. Such a statement is contained in the Councils Staffing Protocol. It is reproduced here for completeness.

By virtue of regulation 7 (1) of the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006 Scheme employers are required to formulate a Statement of Policy on whether it intends to base a redundancy payment on an employee's actual weeks' pay where this exceeds the statutory weeks' pay limit and whether to make a termination payment (inclusive of any redundancy payment) of up to a maximum of 104 weeks' pay (regulation 6 of the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006.

The Council will pay a redundancy payment based on actual weeks' pay where this exceeds the redundancy payment and will enhance payments in line with the multiplier applicable at that time and contained in the Councils Staffing Protocol; 1.4 from 1<sup>st</sup> April 2016.

**REPORT TO:** Executive Board

**DATE:** 24 March 2016

**REPORTING OFFICER:** Strategic Director, Community and Resources

**PORTFOLIO:** Resources

**SUBJECT:** 'Unlocking our Potential – an Organisational Development Strategy for Halton BC 2016-20',

**WARD(S)** Borough-wide

### **1.0 PURPOSE OF THE REPORT**

- 1.1 To seek Executive Board's endorsement of the draft 'Unlocking our Potential – an Organisational Development Strategy for Halton BC 2016-20'. This strategy document is the successor to the 'People Plan' and is attached as an appendix.
- 1.2 The Strategy was considered by the Corporate Policy and Performance Board on 23 February 2016 and it is recommended that it be adopted by the Executive Board.

**2.0 RECOMMENDATION: That Executive Board endorse and support the implementation of the Council's 'Unlocking our Potential – an Organisational Development Strategy for Halton BC 2016-20' in April 2016.**

### **3.0 SUPPORTING INFORMATION**

#### **3.1 Background**

This Strategy develops and builds upon the achievements of the Council's previous organisational development strategy: 'People Plan, a vision for our workforce 2012-2015'.

In line with the public sector generally and despite significant constraints in funding, the Council needs to maintain an effective, professional and motivated workforce, whilst at the same time creating opportunities for the workforce to maximise its potential.

In formulating this Strategy we have taken into consideration the future needs of the community, our values and ways of working as defined by 'The Halton Way'; as well as being mindful of our current workforce composition (Workforce Profile 2015) and the feedback from the Staff Survey 2014.

3.2 This Strategy is built around 5 Key Strategic Aims:

- Workforce Skills & Development
- Recruitment & Retention
- Engagement & Recognition
- Health & Wellbeing
- Innovation & Flexibility

Each Strategic Aim contains a number of objectives, a number of actions, a number of success measures, with linked outcomes and timescales.

This Action Plan will be monitored by the Organisational Development Group, chaired by the Strategic Director, Community and Resources. The Corporate Policy and Performance Board requested updates on its delivery.

3.3 The benefits of this Strategy will be:

- Help to create a flexible and sustainable business by helping to ensure the delivery of quality services
- Protect the present strengths of the organisation and build for its future
- Promote the investment in and continued development of the Council's workforce
- Aid the organisation when undertaking restructures by identifying redeployment opportunities or skills transfers

3.4 The Corporate Policy and Performance Board were particularly concerned to see that specific consideration will be given to maximising the range of opportunities to encourage the younger people of the Borough to join/experience the organisation, whether that be via work placements, apprenticeships and possibly the re-introduction of a graduate scheme.

#### **4.0 POLICY IMPLICATIONS**

4.1 This Strategy underpins key documents such as Halton's Corporate Plan (2015-18), Halton's Sustainable Community Strategy (2011-2026) and the Directorate Business Plans in that it aims to ensure that the Council's workforce has the appropriate skill set to deliver the priorities identified in these documents, as well as helping to ensure that Halton is a fair borough with equality of opportunity for all.

4.2 There are specific links to national, regional and local drivers, such as the Local Government Workforce Strategy – Delivering through People (last updated 2013), The 21<sup>st</sup> Century Public Servant,

University of Birmingham (2014), The Equality Act (2010), National Minimum Data Set (NMDS) in Adults and Children's Social Care, The National Minimum Wage Regulations 2015, The future of Apprenticeships in England (2014), The Apprenticeship Agreement 2012, the Staff Survey (2014), and Halton BC Workforce Profiles (2012/13 and 2015).

### **5.0 FINANCIAL IMPLICATIONS**

5.1 Whilst there are no direct financial implications as a result of the implementation of this Strategy, it is important that the Council retains resources that ensure that sufficient emphasis is placed on the training and development of its workforce.

5.2 It is designed to help facilitate the development of Halton's workforce to become professional, productive and efficient, but in places will be a blueprint to attract external funding, such as for apprenticeships.

### **6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

The strategy supports the development of the Council workforce across all service areas, thus contributing to all corporate priorities to some extent.

### **7.0 RISK ANALYSIS**

7.1 Capacity & Resources – To ensure that the Organisational Development Group, Project Leaders, Managers and key personnel are given the resources (human, physical and financial) to achieve the strategic outcomes and measures within required timescales.

7.2 Communication and Commitment – Ensuring from the outset that the whole workforce is aware of this Strategy and understand its importance and relevance. It will also require Senior Management support in ensuring that all staff engage with it.

7.3 External Environment – In light of continued financial constraints, higher customer expectations and demands, there exists a continued desire maintain a professional and competent workforce.

7.4 Failure to deliver Strategy – This Strategy will be building on the previous People Plan and comprises of outcomes and measures which are challenging, but achievable. It is crucial that this strategy is successful as the workforce is the organisation's most important asset.

**8.0 EQUALITY AND DIVERSITY ISSUES**

8.1 The successful implementation of this Strategy will aid the Council in meeting the requirements of the Equality Act 2010 and Public Sector Equality Duty 2011.

**9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

None under the meaning of the Act.



**Unlocking our Potential –  
An Organisational Development Strategy  
for Halton Borough Council (2016 – 2020)**

## Version Control Record

Version	Date	Status	Circulation / publication / nature of revision	
v1.0	December 2015	Draft 1	Organisational Development Group	
v1.1	January 2016	Draft 2	Management Team	
v1.2	February 2016	Draft 3	Management Team	
V1.3	February 2016	Draft 4	Corporate Services PPB	
V1.4	March 2016	Draft 5	Executive Board	



## Halton Borough Council's Organisational Development Charter

<b>What you can expect from Halton BC as an Employer</b>	<b>What Halton BC expect from you in return as an Employee</b>
Opportunities provided to influence and contribute ideas about how things could be changed for the better at individual, team and organisational levels.	To actively contribute, participate and suggest creative and innovative ideas.
Ensure that you have an awareness and understanding of the organisation's vision, priorities and key objectives.	To adhere and support the organisation's vision, priorities and key objectives and understand how your work contributes to the achievement of these.
To be treated with respect, fairness, dignity and honesty.	To treat colleagues and customers with respect and honesty and to be friendly, helpful and attentive at all times.
Give praise and recognise a job 'well done'. Celebrate success appropriately.	Work diligently, be self-motivated, productive and effective.
A safe work environment which will provide you with the means to work effectively and efficiently.	To treat your working environment with respect and be aware of Health & Safety policies and procedures.
Friendly, flexible policies are in place which helps ensure that every employee achieves a healthy work/life balance.	To achieve and maintain a healthy work/life balance and at the same time ensure that the needs of the service are paramount at all times.
Opportunities provided to take part in making decisions that affect how you do your job.	A commitment to actively participate and take ownership in this process.
Provide a thorough and professional induction on joining the organisation, transferring position or on promotion.	To fully participate and engage in this process.
Opportunities provided to take part in regular team meetings, 1 to 1's with line manager and be updated and informed through many different wide ranging mediums.	To actively participate in this process.
Have an annual Employee Development Review (EDR) / annual appraisal during which your objectives for the coming year will be agreed, as well as Learning & Development needs.	To recognise that an EDR is a 2 way process and to take full responsibility in preparing, completing and implementing the agreed actions.
A strong commitment to personal development ensuring that everyone, where appropriate, has access to learning opportunities which support personal development and growth.	To take full advantage of learning & development opportunities and to transfer the learning readily back into the workplace.

### **Foreword by David Parr, Chief Executive and Cllr Mike Wharton**

How we provide, and what we provide, for the communities of Halton will look very different as we move towards 2020. Local government is being challenged by Government to find new ways to do business and fund services differently. The challenge has never been greater.

Faced with ongoing reductions in public sector funding and higher customer expectations and demands, Halton will need to embrace increased partnership working within Halton and within new geographies, take advantage of advances in technology and explore new ways of working that deliver quality and value for money for the public of Halton

Investment in Organisational Development is essential to ensure Halton is “fit for purpose” to deliver this “new” local government and to meet the requirements of the people of Halton.

Our commitment, as defined by our Organisational Development Charter, will remain the same, underpinning everything we do is an ethos that our workforce will be part of the solution to providing excellent services.

As an organisation we will continue to invest in our workforce by providing a range of learning and development opportunities and qualifications, which will ensure that Halton’s reputation for being a forward thinking organisation, that values its staff and goes from strength to strength.

We have achieved a lot in recent times and this refreshed Strategy and its priorities will help ensure that the organisation continues to move in the right direction and will help us in facing the key challenges that lie ahead over the next 4 years.

## **Background**

This Strategy builds on the significant achievements of the previous organisation's People Plan.

As with all public sector organisations Halton Borough Council needs to respond to significant constraints in funding, whilst remaining effective, professional and motivated and at the same time creating opportunities for the workforce to maximise its potential.

It is crucial that we develop and harness the skills, knowledge and experience of our existing workforce, in order to continue to meet the needs of our customers and provide high quality services to the people of Halton.

In formulating this Strategy we have taken into consideration the future needs of the community, our values and ways of working as defined by "The Halton Way", along with current workforce composition and Staff Survey Feedback.

There will be changes to what we do and how we do it. This is inevitable given the challenges the Council faces. That said, the key to this Organisational Development Strategy will be to provide opportunities for people to flourish within a different environment.

## **Vision and Strategy**

Our vision for Halton is to have a workforce that understands the local context and is ready and equipped to respond to changes in the work we do and how we do it.

To this end we want everyone to feel involved in how we operate and how we deliver our services and to work together effectively to deliver what our customers need.

In short, this Strategy will benefit the organisation by:

- Helping to create a flexible and sustainable business to ensure the delivery of quality services.
- Protecting the present strengths of the organisation and building for its future.
- Promoting the investment in and continued development of our workforce.
- Aiding the organisation when undertaking restructures by identifying redeployment opportunities or skills transfers.

The focus for this strategy will be to ensure that those who work for the Council possess a new and wide skill set ranging from entrepreneurship and commercial skills through to innovation and creativity, which together with a new partnership

emphasis will manage customer demand in different ways in light of increased responsibilities and diminishing resources.

The new Policy, People, Performance & Efficiency Division will play a key role in the achievement of this Strategy.

### **Our Strategy**

To achieve our vision we will focus on the following 5 Strategic Objectives:

#### **Workforce Skills & Development:**

To ensure that we have a workforce which realises its potential, is creative, innovative and self-motivated. We also want to have visionary and ambitious managers and leaders who can develop and lead our teams successfully.

By achieving this we will ensure that our Organisation will continue to deliver its services in new and different ways both effectively and efficiently.

#### **Recruitment & Retention:**

To recruit, attract and retain a workforce with the expertise, skills and values we need both now and in the future.

We will also build on our existing career and professional frameworks, along with identifying, developing and motivating talent.

#### **Engagement & Recognition:**

To promote and manage effective and active employee engagement at all times in order that all can contribute to and shape the direction of the organisation.

To ensure that managers recognise and value the commitment of all staff.

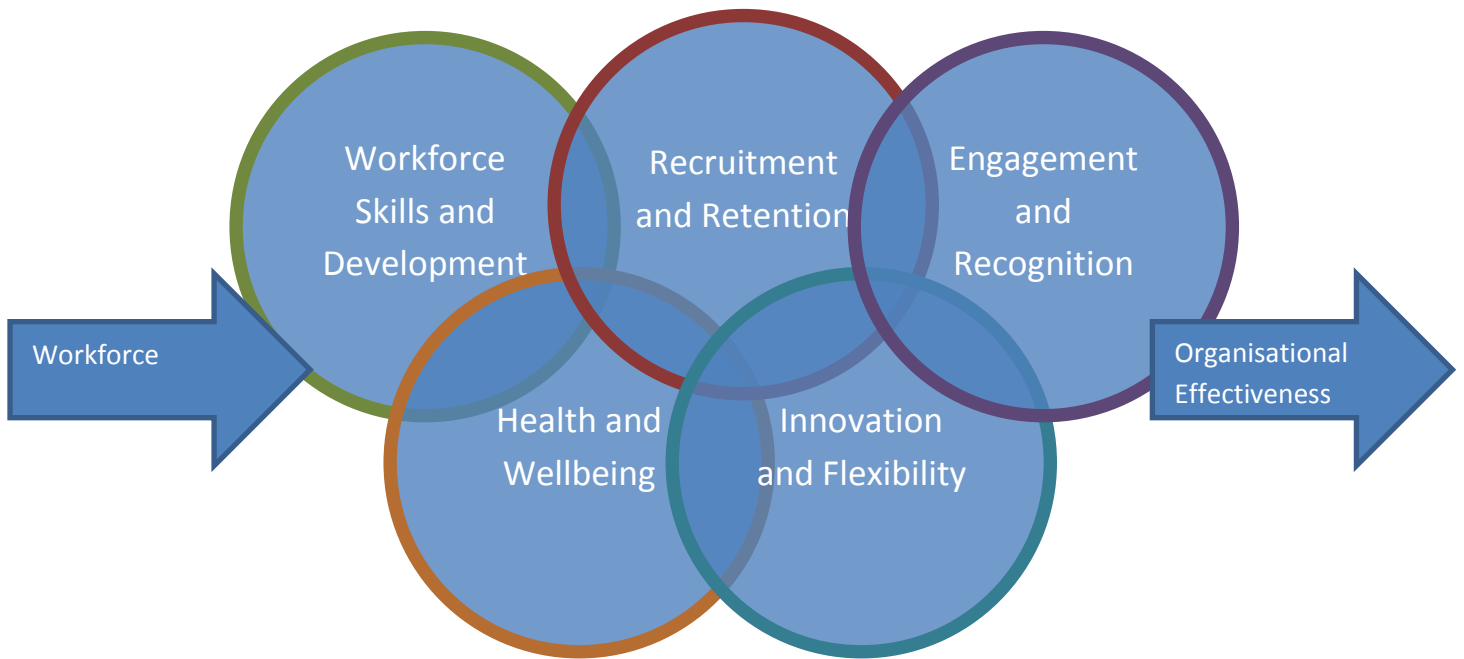
#### **Health & Wellbeing:**

To maximise the health and wellbeing of the workforce and in turn benefit the health and wellbeing of their families and the wider community of Halton.

To this end we will continue to provide and promote numerous staff benefits, schemes and policies, such as the flexible and agile working arrangements, whilst at the same time advocating a strong work/life balance.

#### **Innovation & Flexibility:**

To become a different organisation operating within a new and challenging environment we will need to build a workforce which is “fit for purpose”, one that is highly productive, commercial driven, is focused on innovation and creativity, and which maximises the performance of the workforce in all job roles.



Finally, this should not be seen as a 'standalone' strategy, it is an 'enabling' strategy, one which will assist Halton Borough Council to move forward in meeting the difficult challenges that lie ahead.

### **Evaluation**

Progress against this Organisational Development Strategy will be reviewed annually with a formal written report presented to both Management Team and Corporate Policy & Performance Board.

**Link to HBC Workforce Profile 2015:** [Please click here.](#)

**Link to HBC Staff Survey 2014:** [Please click here.](#)

**Priorities, Actions and Outcomes/Measures**

Strategic Priority	Actions	Outcomes/Measures
<p><b>Workforce Skills and Development</b> To ensure we have a workforce which realises its potential, is creative, innovative, and self-motivated with visionary and ambitious managers and leaders.</p>	<ul style="list-style-type: none"> <li>- Develop the workforce (at all levels) in relation to the new skills and knowledge (such as Commercial skills / Demand Management, etc) required to successfully meet the new local Government challenges.</li> <li>- Establish and develop a Coaching and Mentoring Network.</li> <li>- Assess the effectiveness of all Learning &amp; Development opportunities through evaluation.</li> <li>- Continue to provide financial and developmental support to employees to access Further and Higher Educational qualifications.</li> </ul>	<ul style="list-style-type: none"> <li>- The development of revised service delivery models which generate sustainable revenue budget savings, through the Efficiency Programme and service redesign, (ongoing).</li> <li>- Enhanced organisations efficiency and effectiveness through the council's corporate Learning &amp; Development Programme, (ongoing).</li> <li>- Evaluation and improved delivery of key services through the use of business re-engineering, eg. Administration Services, (ongoing)</li> <li>- The organisation ensuring that the concept of 'social value' is consistently applied in the commissioning, delivery and provision of public services, (ongoing).</li> </ul>
<p><b>Recruitment and Retention</b> To recruit, attract and retain a workforce with the expertise, skills and values we need both now and in the future.</p>	<ul style="list-style-type: none"> <li>- Regular review of workforce data establishing trends, patterns and concerns.</li> <li>- Devise and implement a Resilience /Succession Strategy.</li> <li>- Create opportunities for younger people by encouraging work experience placements, developing a programme of apprenticeships and considering re-</li> </ul>	<ul style="list-style-type: none"> <li>- Reduction in agency costs year on year by 2020.</li> <li>- Recruit 5 Apprentices per year by 2018.</li> <li>- HBC Resilience/Succession Strategy approved and implemented by 2017.</li> <li>- Recruit and retain a social care workforce to deliver the necessary level of scrutiny and management oversight to ensure effective care planning resulting in</li> </ul>

	<p>introducing a graduate scheme.</p> <ul style="list-style-type: none"> <li>- Cross referenced to the annual Social Care Organisational Health Check.</li> </ul>	<p>reduced turnover year on year 2016-2020.</p>
<p><b>Engagement and Recognition</b> To promote and manage effective and active employee engagement.</p>	<ul style="list-style-type: none"> <li>- Explore new ways of working via new and emerging partnerships, such as the Combined Authority, Liverpool City Region.</li> <li>- Consult and engage with Halton service users to evaluate service delivery, highlight any areas for improvement and contribute towards the effective re-design of services where required.</li> <li>- Develop ways of improving engagement and morale with the HBC Workforce.</li> <li>- Promote the Organisational Development Charter.</li> <li>- Celebrate successes via the Awards Qualification Ceremony.</li> <li>- Share HBC success stories and publicise compliments within the organisation.</li> </ul>	<ul style="list-style-type: none"> <li>- A comprehensive development and investment service in place across many HBC work streams, (by the end of 2016).</li> <li>- Increase staff satisfaction levels from 62% (2014 Staff Survey) to 70% (2017 Staff Survey)</li> <li>- Achievement recognised through internal bi-annual Employee Qualification/Employee Recognition &amp; Awards Ceremonies, in place by 2016 and externally re: national awards, 2016 onwards.</li> <li>- Corporate HBC system in place that recognises compliments and success stories by end of 2016.</li> <li>- Council mechanisms in place which encourage efficient and effective staff engagement by the end of 2016.</li> </ul>
<p><b>Health and Wellbeing</b> To maximise the health and wellbeing of the workforce and in turn benefit the health and wellbeing of their families and the wider community of Halton.</p>	<ul style="list-style-type: none"> <li>- Ensure that programmes are developed to improve Health and wellbeing of staff which reflect the key priorities within the Halton Health and Wellbeing Strategy.</li> <li>- Promote access to, and increase staff participation in lifestyle and health related benefits offered by the council.</li> </ul>	<ul style="list-style-type: none"> <li>- Sickness absence to decrease annually from 10.44 days in 2014/15 to 9 days in 2017/18.</li> <li>- Increased proportion of staff who believe that staff Health and Wellbeing is an important consideration in this council from 63.5% (Staff Survey 2014) to 70% (Staff Survey 2017).</li> </ul>

		<p>- Increased proportion of staff who feel informed about all HBC staff benefits from 59% (Staff Survey 2014) to 70% (Staff Survey 2017).</p>
<p><b>Innovation and Flexibility</b> To be an organisation that can transform quickly and effectively and that is highly productive.</p>	<ul style="list-style-type: none"> <li>- Facilitate and encourage HBC staff to become more creative and innovative through training and culture shift.</li> <li>- Enhance productivity throughout the Council and re-prioritise work in line with the resources available.</li> <li>- Continue to review services to ensure that they run as effectively and efficiently as possible.</li> <li>- Develop new and effective partnership working both within Halton and emerging geographies.</li> <li>- Develop effective Change and Demand Management processes.</li> <li>- Promote and publicise the Council`s working practices to encourage family friendly and agile working.</li> <li>- Revisit the HBC Talent Pool concept to determine relevance, potential and suitability in providing a flexible and multi-skilled workforce.</li> </ul>	<ul style="list-style-type: none"> <li>- New and effective business processes and services are in place which enable HBC to manage, procure and deliver high quality value for money services which meets service user`s needs, (2016 to 2020).</li> <li>- The Council continues to meet savings targets in accordance with its annual budget requirements, (2016/17 to 2019/20 budgets).</li> <li>- Successful implementation of improved service delivery models which generate revenue benefit, savings and income, (2016 to 2020).</li> <li>- Increased proportion of staff who feel informed about the Council`s family friendly and agile working to 80% (Staff Survey 2017).</li> </ul>



<b>REPORT TO:</b>	Executive Board
<b>DATE:</b>	24 March 2016
<b>REPORTING OFFICER:</b>	Strategic Director, Community and Resources
<b>PORTFOLIO:</b>	Resources
<b>SUBJECT:</b>	National Living Wage – Under 25s
<b>WARDS:</b>	Borough wide

## **1.0 PURPOSE OF THE REPORT**

- 1.1 To seek Executive Board approval to pay the forthcoming National Living Wage to members of staff aged under 25. If agreed this would be implemented from April 2016.

## **2.0 RECOMMENDATIONS: That payment of the National Living Wage to members of staff aged under 25 be agreed and implemented from 1 April 2016.**

## **3.0 SUPPORTING INFORMATION**

- 3.1 Announced as part of the July 2015 Budget. The National Living Wage (NLW) is a compulsory payment and will be:
- Introduced in April 2016
  - Payable to workers aged 25 and over
  - Paid at an initial rate of £7.20 per hour
- 3.2 It is anticipated that the NLW rate will increase year on year to a rate of more than £9 per hour (or more). The government's objective is for the NLW to reach 60% of median earnings by 2020 and for it to continue to reflect any rises in median earnings. As currently proposed, this means there will be a 34% rise in the wage bill for workers aged 25 and over between now and 2020.
- 3.3 The NLW is compulsory payment. It is therefore different from the existing 'Living Wage' which is paid voluntarily by employers and is aimed at taking into account the cost of living. This is currently set at £8.25 per hour (and £9.40 per hour for London). While a number of employers have decided to pay their employees this 'living wage', it is on an entirely voluntary basis.
- 3.4 The compulsory National 'Living' Wage the rate of pay will have no link with the cost of living but is instead based around median earnings. It is in practical terms recommended that this be viewed in the same manner

as an increase to the minimum wage and as a supplement to the Minimum Wage

- 3.5 The National Minimum Wage is currently set at the following rates:
- Apprentices (if under 19 or in the first year of apprenticeship): £3.30 per hour ;
  - Under 18: £3.87 per hour;
  - 18-20: £5.30 per hour; and
  - 21 and over: £6.70 per hour.
- 3.6 Once the NLW is introduced the '21 and over' £6.70 National Minimum Wage rate will become a 21-24 rate, with the new NLW only applying to those aged 25 and over.
- 3.7 The draft National Minimum Wage (Amendment) Regulations 2016 have been laid before Parliament as a Statutory Instrument and come into force on 1 April 2016 as part of an amendment to the National Minimum Wage Regulations 2015.
- 3.8 They amend Regulation 4 of the Regulations to add the National Living Wage (NLW) rate of £7.20 an hour for workers aged 25 and over and move the remaining national minimum wage (NMW) rates (for those under 25) to a new Regulation 4A.
- 3.9 Regulation 2 amends the National Minimum Wage Act 1998 by increasing the financial penalty payable by employers who underpay the NMW from 100% to 200% of the underpayment due to each worker
- 3.10 The new NLW will apply to all categories of individual who are currently eligible for the National Minimum Wage. The National Minimum Wage is currently payable to:
- Employees;
  - Most 'workers' (defined as an individual working under a contract 'to personally do or perform work or services for another, provided that the other is not a customer or client of a profession or business undertaking carried on by the individual'); and
  - Agency Workers (It is the responsibility of the person who actually pays the agency worker to ensure that statutory minimum pay is received).
- 3.11 Volunteers, work experience or placement students and some apprentices will be excluded from the NLW.
- 3.12 The Government has asked the Low Pay Commission (LPC) to recommend future rates for both the National Minimum Wage and the NLW. The precise detail of future rises in the NLW is consequently unknown at present.

## 4.0 POLICY IMPLICATIONS

- 4.1 The National Minimum Wage Act 1998 provides the skeleton for National Minimum Wage law supplemented by the National Minimum Wage Regulations 2015, which are now amended to include provision for the NLW. All individuals working under an employment contract or a contract to personally perform services will be entitled to receive the NLW. The rates are set annually by additional Regulations which come into force each October. The National Minimum Wage is set by Government with the advice of the Low Pay Commission.
- 4.2 It was hoped that National Local Government pay negotiations would have concluded and provided a framework in relation to the payment of the NLW. Although an offer has been made and presented as final offer, the Joint Trade Unions have requested further negotiations around this offer. Unison members have voted to reject the offer by 64% to 36%. Consultation is still ongoing with Unite and GMB members, but they have indicated that they intend to recommend rejection of the offer to members in their consultations.
- 4.3 Given the practicalities of needing to implement the National Living Wage (NLW) from April, Halton has needed to prepare for the potential impact on pay structures without a new pay agreement being in place. SCPs 6, 7 and 8 are currently below the planned NLW figure of £7.20. It is unlikely, even with speedy consultation and acceptance of a new pay offer that the new pay rates would be available in time for payroll cut-offs for implementation in April.
- 4.4 As a minimum to ensure Halton will be legally compliant with the NLW an increase in the pay rates for SCPs 6, 7 and 8 to £7.20 with effect from 1 April will need to be made. This equates to a minimum FTE salary of £13,891 per annum with effect from 1 April. This figure has been calculated by multiplying the National Living Wage rate of £7.20 by the local government standard working week of 37 hours and then multiplied by 52.143 weeks. This updated figure of £13,891 should continue to be paid until such time as the NJC finalises a pay agreement.
- 4.5 Consideration should also be given as to whether the National Living Wage should be applied consistently across the Council to all employees and workers, rather than to those aged 25 and over. Currently 10 contractual staff aged under 25 (including 9 apprentices) and 157 casual staff aged under 25 are paid less than £7.20 per hour.
- 4.6 Debate is currently taking place as to whether the over 25s threshold for the NLW is age discriminatory. Existing pay differentials – which under the minimum wage apply only up to the age of 21 – can be justified as reflecting the increased productivity of workers who have completed apprenticeships or other on the job training. It is however

questionable whether there is a sufficient increase in skills and productivity between the age of 21 and 25 to justify paying older workers more than comparable younger workers simply on the basis of their age and a challenge against the government over the legality of restricting the NLW to older workers remains a possibility.

- 4.7 A decision to increase the pay of staff aged under the age of 25 has the potential to impact upon the Council's commercial operations such as those for Stadium and Catering and Leisure Services, by increasing the cost of wages to staff. This may in turn mean a small increase in costs to customers, making the Council's services more expensive or alternatively a decrease in profits. Any decision to apply the minimum wage to those below the age of 25 will therefore need to weigh the commercial costs against the benefits and equity of paying staff at the higher rate.
- 4.8 On balance, it is considered that there is insufficient justification to pay those under 25 less for doing exactly the same job and, in any case, when the National Pay Negotiations are concluded they will not differentiate between ages within spinal column points, so the Council will have to cope with this when it eventually happens.

## **5.0 FINANCIAL IMPLICATIONS**

- 5.1 As well as the costs associated with raising those employees currently paid below £7.20 an hour to this level there will be a number of on-costs including pension, NIC, auto enrolment, taking employees out of salary sacrifice and the potential need to maintain pay differentials within the workforce. All of this comes at a time of diminishing budgets and requirement to make savings.
- 5.2 The LGA has calculated that the NLW will initially cost a minimum of £340 million a year for local authorities to introduce in 2016 with these costs continuing to rise significantly by the end of the decade.
- 5.3 For Halton, based on current staffing levels and ages, 370 of 2545 contractual staff (around 14.5%) and 543 of 1015 (53%) of casual staff are paid below £7.20 per hour. Of these, 10 contractual staff are below the age of 25 (including 9 apprentices) and 157 casual staff aged under 25 are paid less than £7.20 per hour. Overall, this equates to an additional total of £34,734 (including pension costs and estimated National Insurance costs and including those under the age of 25) more that will need to be paid to staff in 2016/17.
- 5.4 Projections of the cost of implementing the NLW up to 2020, based on current staffing levels and pay rates, and including the projected rise to a £9 per hour rate have also been produced. Care should be taken when using these figures however, as they do not take into account any already anticipated 1% increases in pay or rates already budgeted for and are based on staffing levels to remain the same as currently.

However, the estimates show a steady cumulative increase in the total cost over the 4 year period, based on increasing numbers of staff needing to be paid the NLW (from 370 (14%) in 2016 to 780 (31%) by 2020). Based on current staffing numbers (including casual staff) the estimated annual cost of implementing the NLW will reach almost £1.1m in year 2020/21.

- 5.5 Further costs may be incurred in the event of the resolution of the national pay agreements in terms of some additional uprating of staff pay up to scale point 17 by more than that anticipated 1% to take into account maintaining existing pay differentials.

**6.0 IMPLICATIONS FOR THE COUNCIL’S PRIORITIES**

- 6.1 At a time when the Council’s resources are continually reducing, the introduction of the NLW will put further pressures on the Council’s ability to maximise essential frontline services. However, the benefits to those employees affected is welcomed, given the downward pressures on pay that austerity has brought.

**7.0 RISK ANALYSIS**

- 7.1 There are limited risks in extending the NLW to under 25s, given that the national pay negotiations are likely to increase pay rates to incorporate the NLW for all employees. The decision sought of the Executive Board simply covers the period until such time that that circumstance applies.

**8.0 EQUALITY AND DIVERSITY ISSUES**

- 8.1 The decision to pay the same new rates for the under 25s would protect the Council from any equal pay claims as staff undertaking the same roles would be paid the same.

**9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

Document	Place of Inspection	Officer
Budget Statement July 2015	Kingsway House	Lisa Driscoll
National Minimum Wage (Amendment) Regulations 2016	Kingsway House	Lisa Driscoll
Equality Act 2010	Municipal Building	Lisa Driscoll

**REPORT TO:** Executive Board

**DATE:** 24 March 2016

**REPORTING OFFICER:** Strategic Director – Community and Resources

**PORTFOLIO:** Resources

**SUBJECT:** Annual Review of Constitution 2016

### **1.0 PURPOSE OF REPORT**

1.1 The purpose of the report is to seek the approval of the Council to a number of changes to the Constitution.

**2.0 RECOMMENDATION: That Council be recommended to approve the changes to the Constitution including the matters set out in Appendix 1.**

### **3.0 BACKGROUND**

3.1 The revised version picks up the changes to the Council's working arrangements that have taken place during the year, as well as other changes which are intended to assist the Council to operate more effectively.

3.2 The proposals for change have been considered by the Chief Executive and the Executive Board Member for Resources in accordance with Article 16.02. Apart from the purely technical changes, the proposed amendments that are considered to be of particular significance are listed in Appendix 1 to this report.

### **4.0 POLICY, FINANCIAL AND OTHER IMPLICATIONS**

4.1 All legislative changes have been considered. However, no further amendments, over and above those already outlined, are required at the present time. Any other required changes during the period 2016/17 will be the subject of further reports when dates and details are available.

### **5.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

5.1 **Children and Young People in Halton.**

5.2 **Employment, Learning and Skills in Halton.**

5.3 **A Healthy Halton.**

**5.4 A Safer Halton.**

**5.5 Halton's Urban Renewal.**

The changes proposed are designed to support the continued delivery of the Council's priorities.

**6.0 RISK ANALYSIS**

6.1 The Council needs to ensure that its Constitution is regularly updated so that it continues to support efficient, transparent and accountable decision-making by the authority.

**7.0 EQUALITY AND DIVERSITY ISSUES**

7.1 None.

**8.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

None under the meaning of the Act.

**Proposed Significant Changes to the Constitution**

**Procurement Standing Orders**

These have been amended to keep up with changes in procedures. A full set of the Procurement Standing Orders, showing track changes, together with a summary of those changes, is available for inspection.

**Finance Standing Orders**

The delegated limits for Certifying Officers provides for Divisional Managers and Group Solicitors to authorise expenditure up to £100k. As the number of Divisional Managers has reduced in some areas, some other specifically named managers have been given authority for the same value of expenditure.

**Standing Orders Relating to Duties of Proper Officers and Delegation to Officers**

These have been updated to reflect the changes to Directorate structures and responsibilities.

**Local Code of Corporate Governance**

This has been updated in line with findings from the internal audit of the Local Code of Corporate Governance which was undertaken in accordance with the 2015/16 Internal Audit Plan (July 2015).

**Staff and Officer Employment Rules**

Changes to the Standing Orders relating to Staff and Officer Employment Rules were agreed by full Council in July 2015. This review has been the first opportunity to incorporate the changes into the printed version of the document, although the new rules have been adopted in the interim period.

**Whistleblowing Policy**

The update is needed as a result of legislative changes which are not specific to Halton. The update also makes reference to the new Whistleblowing Advice Line ran by the NSPCC Helpline which has officially launched. This has been developed to provide support to employees wishing to raise concerns over how child protection issues are being handled in their own or other organisations. The advice line is not intended to replace any current practices or responsibilities of organisations working with children and helpline advisors would encourage professionals to raise any concerns about a child to their



own employer in the first instance. However, the advice line offers an alternative route if whistleblowing internally is difficult or professionals have concerns around how matters are being handled.