

**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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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 **“the 2006 Act”** means the National Health Service Act 2006
- 1.2 **“Budget Manager”** 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 **“Better Care Fund”** means the total agreed pooled fund
- 1.4 **“the Better Care Board”** means the Board whose role, function and rules are set out in Schedule 2 of this agreement
- 1.5 **“Capital Assets”** 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 **“Capital Expenditure”** 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 **“CCG”** means the NHS Halton Clinical Commissioning Group
- 1.8 **“the Client/Clients”** means a person or persons who satisfies the requirements of the Eligibility Criteria and is/are a member of the Client group.
- 1.9 **“the Client Group”** 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 **“Care and Support Services”** 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 **“the CSC”** 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)**

# 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:

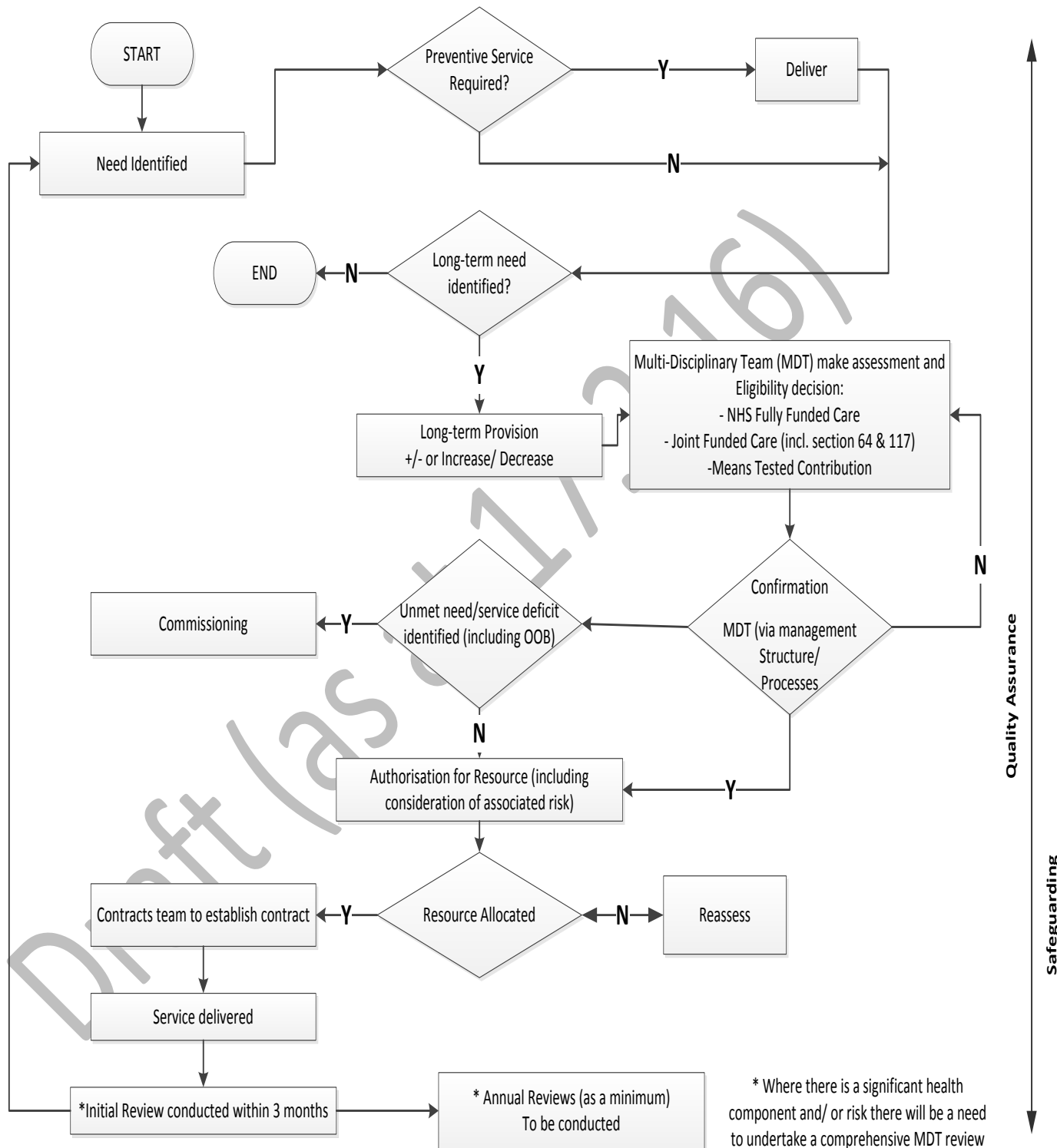
- ensuring short term preventative services have been utilised to full effect;
- reviewing the consistency, quality and veracity of all the assessments leading to a request for funding, and undertake more in-depth sample auditing of cases as per organisation policies;
- verifying and validating recommendations 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 11.2.16)

## Appendix 2: Finance

To be inserted

Draft (as at 17.2.16)