

HALTON BOROUGH COUNCIL

AND

**NHS HALTON CLINICAL COMMISSIONING
GROUP**

**JOINT WORKING AGREEMENT
Pursuant to S.75 of the National
Health Service Act 2006**

1st APRIL 2016 – 31st MARCH 2019

Relating to

**Care and Support Services in
Halton**

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THIS AGREEMENT dated **1st** day of **April** 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 **“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 Services
- 1.3 **“Better Care Fund”** means the Better Care Fund as described in NHS England Publications Gateway Ref. No.00314 and NHS England Publications Gateway Ref. No.00535 as relevant to the Partners
- 1.4 **“Better Care Fund Plan”** means the plan agreed by the Parties on 31st March 2016 and which is to be reviewed by the Parties and NHS England in April 2016 setting out the Parties plan for the use of the Better Care Fund
- 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 £5,000)
- 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 **“CCG Statutory Duties”** means the Duties of the CCG pursuant to Sections 14P to 14Z2 of the 2006 Act
- 1.9 **“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.
- 1.10 **“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.

- 1.11 **“the Executive Partnership Board”** means the Board whose role, function and rules are set out in Schedule 2 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 for the purposes of this agreement 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 **“Force Majeure Event”** means one or more of the following:
- (a) war, civil war (whether declared or undeclared), riot or armed conflict;
 - (b) acts of terrorism;
 - (c) acts of God;
 - (d) fire or flood;
 - (e) industrial action;
 - (f) prevention from or hindrance in obtaining raw materials, energy or other supplies;
 - (g) any form of contamination or virus outbreak; and any other event,
- in each case where such event is beyond the reasonable control of the Party claiming relief
- 1.16 **“HBC”** means Halton Borough Council
- 1.17 **”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
- 1.18 **“ 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
- 1.19 **“HWB”** means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act 2012
- 1.20 **“Integrated Commissioning”** means arrangements by which both Partners commission Services on behalf of each other in the exercise of both the NHS Functions and Council Related Functions through integrated structures

1.21	“Joint Commissioning”	means a mechanism by which the Partners jointly commission a Service. For the avoidance of doubt, a joint commissioning arrangement does not involve the delegation of any functions pursuant to Section 75.
1.22	“Lead Commissioner”	means the Partner responsible for commissioning the Services
1.23	“Lead Commissioning”	means the arrangements by which one Partner commissions Services on behalf of the other Partner in exercise of both the NHS Functions and the Council Related Functions
1.24	“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
1.25	“the OCC”	means the Operational Commissioning Committee whose role, functions and rules of procedure are set out in Schedule 3 of this agreement
1.26	“the Parties”	means HBC and the CCG (and “Party” means either one of the Parties)
1.27	“the Pooled Fund”	means the fund which shall include the Better Care Fund monies established from contributions by the Parties in accordance with the terms hereinafter appearing and in pursuance of the Pooled Fund Arrangements and which is pursuant to Regulation 7 of the Regulations
1.28	“the Pooled Fund Arrangements”	means the arrangements agreed by the Parties for pooling their monies and to be expended upon the costs of the Services and to be maintained in accordance with the requirements of clause 6 hereof
1.29	“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.
1.30	“the Provider”	Means a provider or providers of any of the Services commissioned under the arrangements set out in this agreement.
1.31	“the Regulations”	means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 SI No.617 and any amendments and subsequent re-enactments
1.32	“the Revenue Budget”	means the annual budget agreed by the Parties made up of the Revenue Payments

- 1.33 **“the Revenue Payments”** means such sums as contributed and paid by the Parties into the Pooled Fund at the commencement of the Term and thereafter on the 1st 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 Services
- 1.34 **“Scheme of Delegation”** means the delegated limits which apply to such members of the Parties authorized to take decisions for and on behalf of the Parties and to the Pool Manager for incurring expenditure out of the Pooled Fund as more particularly set out in Schedule 5
- 1.35 **“the Service Contracts”** means the Contracts entered into by either one or all of the Parties for the purposes of commissioning the Services provided that such contracts may be in the form of service level agreements and entered into with voluntary, independent and public sectors
- 1.36 **“the Services”** means the services of care and support provided for a disability or illness due to physical, mental health or learning disability provided such clients satisfy the Eligibility Criteria and which shall be provided in accordance with the Service Contracts including inter alia the aims and objectives set out in clause 4 hereto
- 1.37 **“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.
- 1.38 **“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 establish a Pooled Fund which may subsequently also include either Joint Commissioning or Integrated Commissioning or Lead Commissioning arrangements for the purposes of commissioning the Services in the exercise of the Health Related Functions.
- 2.2 The objectives of the commissioning arrangements mentioned in clause 2.1 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 commissioning arrangements mentioned in clause 2.1 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, the duties of HBC under the Care Act 2014 and the Better Care Fund Plan.

2.5 The provisions of this Agreement shall take effect on the 1st 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 of clinical and/or social care duties.

3.2 The Parties have established an Executive Partnership Board, as a joint committee within the meaning of Regulation 10 (2) of the Regulations, for the purpose of monitoring and discharging their duties in relation to the strategic commissioning and provision of the Services as outlined in Schedule 1. The powers of the Executive Partnership Board to undertake this role is derived from the Executive Partnership Board's membership of Executive Members who have been given delegated authority from the Parties. The Executive Partnership 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 and the CCG's Statutory Duties and HBC's Statutory Duties. The Executive Partnership Board will monitor these partnership arrangements for the purposes of discharging 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 Operational Commissioning Committee OCC. The OCC will report directly to the Executive Partnership Board. The OCC is not an autonomous body and does not have legal status and is responsible for implementing the strategic commissioning of the Services as advised by the Executive Partnership Board and reporting to the Executive Partnership Board upon the progress of the meeting those strategic objectives. Members of the OCC may if authorised by the Parties within their respective scheme of delegation authorise the commitment of expenditure and the entering into any Contracts for the provision of the Services

3.5 Decisions of the OCC 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. Executive Partnership Board

4.1 The aims and objectives of the Executive Partnership Board are to:

4.1.1 Determine the strategic direction and policy for the provision of the 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 Review all budgets, including the Better Care Fund, associated with the running of the 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 Executive Partnership 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. The Revenue Payments to be contributed by the Parties for the Financial Year beginning 1st 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.

5.5 Initially there will be one Pooled Fund including the Better Care Fund, but the Parties may agree to establish other Pooled Fund in the event that other partnership arrangements are entered into for other services in which event details of those arrangements including the Host Party and the pooled fund manager will be agreed by the Parties.

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 OCC, quarterly reports to the Executive Partnership 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 Pooled 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 OCC.
- 6.6 The Pool Manager will provide to the OCC and the Executive Partnership Board all relevant information concerning specific grants and other funding initiatives so that development bids can be coordinated against the relevant funding.
- 6.7 Where the Pooled Fund is administered by the HBC, it will arrange for the accounts of the Pooled Fund to be audited annually and shall request Grant Thornton or such other appointed Auditors agreed by the Parties 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 National Eligibility Criteria outlined within the Care Act 2014 for adult social care will be applied. This applies to HBC funded elements of joint funded services between the CCG and HBC and the income forms part of the HBC contribution to the Pooled Budget.
- 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 and will assume responsibility for auditing the Pooled Budget.

- 8.2 Where the Pooled Fund is administered by the HBC 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 OCC.
- 8.4 Where the Pooled Fund is administered by the HBC 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 OCC and the Executive Partnership Board and they reflect the latest financial position as previously reported at OCC.
- 8.6 Where the Pooled Fund is administered by the HBC, it will prepare an end of year financial memorandum of accounts and extract balance sheet. Once the memorandum has been certified by Grant Thornton (or such other appointed Auditors) it will be presented to the OCC, Executive Partnership Board and the Parties by the Pool Manager.

9. Staff and Accommodation Relating to the Pooled Fund

- 9.1 The Pool Manager shall for the purposes of this agreement be an employee of HBC or such other person as agreed by the Parties
- 9.2 The Chair of the OCC shall lead within the OCC on implementing the commissioning priorities to achieve the required outcomes of this Agreement and the Pooled Fund Arrangements.
- 9.3 The Chair of the OCC will make recommendations to the Executive Partnership 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 OCC and the Executive Partnership 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 OCC shall be responsible for overseeing the commissioning and contracting management of all the Services and prepare reports for the Executive Partnership Board on the same.

- 10.2 In developing new commissioning proposals the OCC will need to determine the appropriate contractual route for the provision of any of the Services. This may be the use of the NHS Standard Contract, a joint contract developed between the parties or a HBC contract. The Executive Partnership 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 OCC such members of the OCC acting within their respective Schemes of Delegation.

11. Duration and Termination of this Agreement

- 11.1 This agreement will commence on 1st April 2016 and terminate on 31st March 2019 provided that the Parties may agree to renew this Agreement at the expiration of the Term. Annual reviews of the viability of the agreement during the Term will be conducted by the OCC with recommendations to be made to the Parties by 1st March before the next relevant financial year.

- 11.2 Any of the Parties may terminate this agreement during the Term 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 Executive Partnership Board will in addition to the OCC review this agreement during the Term and report and make recommendations as to its viability and on progress to the Parties by the 1st March before the next relevant Financial Year.

13. Complaints

- 13.1 Complaints and compliments relating to Services jointly-commissioned 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.
- 13.2 Any other complaints relating to the Services which are the statutory responsibility of either Party to commission shall be dealt with in accordance with their respective complaints policies.

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 OCC.
- 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 agree an Information Sharing Protocol for the sharing of the Client Group information if the need arises.

18. Conflict of Interest

- 18.1 The Partners shall comply with their respective policies for identifying and managing conflicts of interest.

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 19.2, 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 19.4, 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 19.

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).

28. Partnership Flexibilities

- 28.1 The Partners may during the Term of this agreement establish one or more of the following in the contracting of the Services:
- 28.1.1 Lead Commissioning Arrangements
 - 28.1.2 Integrated Commissioning
 - 28.1.3 Joint Commissioning
- 28.2 In developing these arrangements the Council may delegate to the CCG and the CCG agrees to exercise, on the Council's behalf, the Health Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS and Council Related Functions
- 28.3 In developing these arrangements the CCG may delegate to the Council and the Council agrees to exercise on the CCG's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health Related Functions
- 28.4 Where the powers of a Party to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Service and the Parties shall agree arrangements designed to achieve the greatest degree of delegation to the other Party necessary for the purposes of this Agreement which is consistent with the statutory constraints

29. Commissioning Arrangements

The following shall apply to Integrated Commissioning:-

- 29.1 Where there are Integrated Commissioning arrangements in respect the commissioning of a Service, both Parties shall work in cooperation and shall endeavor to ensure that the NHS Functions and Health Related Functions are commissioned with all due skill, care and attention
- 29.2 Both Parties shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.
- 29.3 Both Partners shall work in cooperation and endeavor to ensure that the relevant Services are commissioned within each Parties financial contribution in respect of that particular Service in each Financial Year

30. Appointment of a Lead Commissioner

30.1 Where the Parties agree that there are to be Lead Commissioning Arrangements the Lead Commissioner shall:-

30.1.1 exercise the NHS Functions in conjunction with the Health Related Functions

30.1.2 endeavour to ensure that the NHS Functions and Health Related Functions are funded within the parameters of the financial contributions of each Party in relation to each particular Service in each Financial Year

30.2 Commission Services for individuals who meet the respective Eligibility Criteria

30.3 Contract with a Provider(s) for the provision of the Services on terms agreed with the other Party;

30.4 Comply with all relevant legal duties and guidance of both Parties in relation to the Services being commissioned;

30.5 Where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" and "Co-ordinating Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;

30.6 Undertake performance management and contract monitoring of all Service Contracts;

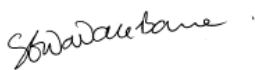
30.7 Make payment of all sums due to a Provider pursuant to the terms of any Services Contract.

30.8 Keep the other Party regularly informed of the effectiveness of the arrangements including the Better Care Fund and any overspend or underspend in a Pooled Fund

SIGNATURES SHEET

SIGNED on behalf of

HALTON BOROUGH COUNCIL



(signature)

SUSAN WALLACE-BONNER

(print name)

DIRECTOR OF ADULT SOCIAL SERVICES

(position)

1.4.16

(date)

(duly authorised in that behalf)

SIGNED on behalf of

NHS HALTON CLINICAL COMMISSIONING GROUP



(signature)

SIMON BANKS

(print name)

CHIEF OFFICER

(position)

1.4.16

(date)

(duly authorised in that behalf)

Schedule 1: Assessment, Eligibility and Local Dispute Pathway

S1.1 Eligible Services

The Pooled Fund between the CCG and HBC will provide the main financial resource to be used for adults who are eligible for 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 National Eligibility Criteria for 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 National Eligibility Criteria, 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 OCC 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.

Schedule 2: Role, Function and Rules of the Executive Partnership 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 Executive Partnership 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 Executive Partnership Board
- S2.4 Each of the Parties shall appoint named persons as substitute members who shall attend meetings of the Executive Partnership Board in the absence of the member for whom they are a substitute member.
- S2.5 The Executive Partnership Board may co-opt persons to sit on the Executive Partnership 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 Executive Partnership Board.
- S2.6 Any representative/appointee of the member of the Executive Partnership Board wishing to resign shall give written notice to the Chair of the Executive Partnership Board who shall report the matter to the member body who has appointed the representative/appointee
- S2.7 The Chair of the Executive Partnership Board will be HBC’s Executive Portfolio Holder (Health and Wellbeing).
- S2.8 The Chair shall preside over the Executive Partnership 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 Executive Partnership Board present (with voting rights) shall select a Chair for the meeting from the members who are present at the meeting.
- S2.9 The Executive Partnership 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 Executive Partnership Board shall be sent to the HWB its members and the Parties within 7 working days of the said meeting.

- S2.11 Extraordinary meetings of the Executive Partnership 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 The members of the Executive Partnership Board may be authorized by the Parties within the Service of Delegation (which is received through their respective organisation's own financial scheme of delegation) to agree Lead Commissioning, Integrated Commissioning or Joint Commissioning Arrangements for the purposes of the provision of the Services.
- S2.13 Members of the Executive Partnership 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 Executive Partnership 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 Plan, 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 :-
- Ensuring that the Partners strategic objectives for the delivery of the Services is met for 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.
 - Review all budgets, including the Better Care Fund 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 Executive Partnership Board will encourage the full use of the Health Act Flexibilities as defined within the NHS Act 2006.
- S2.16 The Executive Partnership Board will take responsibility for the overseeing, monitoring and use of the Pooled Fund Arrangements for the Services, receive reports and information on the operation of the same from the Pool Manager and the OCC.
- S2.17 Meetings of the Executive Partnership Board shall be quorate when at least two members from the CCG and two members from HBC are in attendance.

S2.19 **Membership**

The Executive Partnership 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)
 - Director of Adult Social Services
 - Chief Accountant or representative

- ***NHS Halton Clinical Commissioning Group***
 - Director of Transformation
 - Chief Nurse (Vice Chair)
 - GP Clinical Lead
 - Chief Finance Officer

S2.20 The Executive Partnership Board will elect a Vice Chair from within its membership..

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 Executive Partnership 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 The Executive Partnership Board will be accountable to the Parties.

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

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

S2.27 Any decisions of the Executive Partnership Board must have the approval of the respective Parties Boards or Governing Body unless otherwise delegated to the members of the Executive Partnership Board as set out in their respective Schemes of Delegation

Schedule 3: Role, Function and Rules of the Operational Commissioning Committee

- S3.1 To develop and make recommendations to the Executive Partnership Board on the strategic, commissioning and operational direction of the 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 Providers financed by the Pooled Fund through the implementation of a performance management framework and for reporting to the Executive Partnership 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 Executive Partnership Board relating to the strategic objectives for the commissioning of the Services and for the operational delivery of those Services including those outlined in the Better Care Fund Plan.
- S3.6 To prepare detailed planning proposals for the Services and present to the Executive Partnership Board for discussion and approval.
- S3.7 To consider bids for projects from the Executive Partnership Board, and to prepare reports with recommendations to the Executive Partnership Board.
- S3.8 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 Executive Partnership Board for the purposes of the development and commissioning of Care and Support Services in Halton within the resources of available funding.
- S3.9 Meetings of the OCC shall be held bi-monthly.
- S3.10 The OCC will be accountable to the Parties. Its Minutes shall be provided to the Parties, the HWB and the OCC within 7 days of its meetings
- S3.11 The members of the OCC may be authorized by the Parties within the Scheme of Delegation (which is received through their respective organisations own financial scheme of delegation) to authorise expenditure from the Pooled Fund where it is not within the delegated limits of the Pooled Fund Manager and the entering into Service Contracts with a Provider

S3.12 Membership

The OCC 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
- Development Manager Urgent and Integrated Care HBC
- Practice Manager Support Services 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 The OCC may co-opt members for the purposes of providing expertise to the OCC in relevant matters.

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 1st April 2016 to 31st March 2017 are set out below (subject to variation as agreed between the Parties):-

HBC:- £18,281,020

CCG:- £12,846,861

Better Care Fund - £9,490,960

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 1st 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 HBC or the CCG dependent on who is the host party, 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 this 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 OCC.

S4.5.3 In the event referred to in paragraph S4.5.2 the following procedure will take effect:-

S4.5.3.1 The OCC 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 the Pool Manager may make proposals to the OCC 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 Pool Manager shall seek to impose including amendments to this Agreement shall first be agreed with the Parties.

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 National Eligibility Criteria are made and debts are incurred, then HBC will use its 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 / Chief Finance Officer for the CCG

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 or to the CCG's Chief Finance Officer where the CCG is the Host Party.

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

- S4.9.1 The CCG's and HBC's Financial Standing Orders will apply to the operation of the Pooled Fund.
- 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 The CCG or the HBC (depending upon who is the Host Party) 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 either the CCG or the HBC for inclusion within the bimonthly Pooled Fund reports to the OCC.

S4.11 VAT

- S4.11.1 The Parties shall agree the treatment of the Pooled Fund for VAT purposes in accordance with any relevant Guidance from HM Customs and Excise

S4.12 Expenses

- S4.12.1 Any expenses as agreed by the Executive Partnership Board incurred by service users and carers in attending meetings of the Executive Partnership Board may be paid from the Pooled Fund in accordance with or the CCG or the HBC subsistence and travel rules and the expenses of any other members of the Executive Partnership 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 hosted by HBC 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 by the HBC.

S4.13.2 In the event of the HBC making its Revenue Payment to the Pooled Fund hosted by the CCG such payments will be made in 12 equal monthly installments on receipt of an appropriate invoice and where necessary, with supporting documentation on 15th of each month commencing from 15th April 2016 provided that such payment to the CCG will be dependent upon receipt of the Revenue Payments made into the Pooled Fund by the CCG.

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 OCC and Section. 151 officer and the CCG's Chief Finance Officer.

S4.15.2 In the event of approval being given as in clause S.4.1.15.1 the Parties shall decide which of them 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 the Pooled Fund.

S4.15.5 If the proposed cost of any of the Capital Assets shall exceed £5,000 (other than those purchased through the DFG) 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 OCC 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 OCC, taking advice from the S.151 officer of the HBC and the Chief Finance Officer of the CCG 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 Executive Partnership 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 Subject to which party is holding the Pooled Fund either the Chief Finance Officer for the CCG or the Chief Accountant for the HBC will contact the budget managers for the relevant Services, 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.

S4.17.3.1 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.

S4.17.3.2 The indicative budget timetable for the CCG is as follows:-

- Commences October through to January with review of spend and expected outturn including identification of next year's pressures
- Initially planning of budget presented to Governing Body during January
- January to February budget meetings are held across the CCG to agree on-going committed spend and identify new spend
- Final budgets are agreed with commissioning intentions and plans during March with further budget plan to Governing Body
- Regular reviews of budget planning are managed through Performance and finance committee reporting to Governing Body
- April at commencement of financial year final budgets are presented to Governing Body for approval

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.

S.4.17.5 The Parties shall agree the budgets and their respective contributions to the Pooled Fund by the 1st March for the next financial year beginning on 1st April.

Schedule 5: Delegation Limits

S5.1 Delegated Authority

As stated in Governance 3.2, neither the Executive Partnership Board nor the OCC is an autonomous body and does not therefore have legal status. Any decisions of the OCC and/or the Pool Manager which are beyond their respective delegated authority/limits (as set out below) 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, Standing Financial Instructions and Schemes of Delegation.

- S5.1.1 As stated in Schedule 4, paragraph 9.1 the Pooled Fund will (subject who is the Host Party) be operated under either the CCG's or 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.
- S5.1.2 The List of Officers who have delegated powers to authorise expenditure from the Pooled Fund and enter into Services Contracts with Providers for the respective Parties together with the limits of their authorisation is set out in Appendix 3 for the CCG and in Appendix 4 for the HBC and the delegated limited for the Pool Fund Manager is set out in Appendix 5
- S5.1.3 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.
- S5.1.4 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.
- S5.1.5 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.
- S5.1.6 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.
- S5.1.7 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.
- S5.1.8 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.

Appendix 1: Exempt Information

- 1 The Executive Partnership 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 OCC
- 2 The Executive Partnership 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 Executive Partnership 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.

Appendix 2: Finance

NHS Halton Clinical Commissioning Group

	£
Adult Complex Health Care	9,141,797
Intermediate Care Services	2,762,517
Funded Nursing Care	876,266
Director of Transformation (50%)	66,281
<u>TOTAL</u>	<u>12,846,861</u>

Halton Borough Council

	£
Intermediate Care Services	1,893,250
Sub Acute Unit	349,880
Adult Community Care Services	16,019,500
<u>TOTAL</u>	<u>18,262,630</u>

Better Care Fund

	£
Intermediate Care Services	1,508,000
BCF Schemes	1,746,000
End of Life	192,000
Urgent Care Centre	815,000
Joint Equipment	601,000
Contracts & SLA's	987,000
Adult Health & Social Care	3,123,960
Capacity Contingency	518,000
<u>TOTAL</u>	<u>9,490,960</u>

Note: BCF includes S256 & Reablement Grant

Appendix 3: Delegated Authority – NHS Halton CCG

Operational Delegated Limits from 1st April 2015

Ref	Description	Governing Body	Service Development Committee	Chief Officer	Chairman	Chief Finance Officer	Head of Finance/Head of Contracts and Performance	Chief Nurse / Director of Transformation	Other CCG Officers (as specified by authorised signatory list)	
A	GIFTS & HOSPITALITY Head of Corporate Services to maintain a register of declared gifts and hospitality received. Declaration required if:			<Items of over £20 or less, if of a repetitive nature>						
B	LOSSES & SPECIAL PAYMENTS Chief Finance Officer to maintain a register of losses and special payments (including bad debts to be written off). All to be reported to the Audit Committee.	Over £100,000		£50,001 - £100,000		£5,001 - £50,000	Up to £5,000	Up to £500		
C	PETTY CASH FLOAT									
C1	Authorisation to set up float	Over £200		< Up to £200 float >						
C2	Replenish petty cash float									Principle Accountant Up to maximum float
C3	Issue petty cash			£50 per ordinary transaction – to be approved by manager as per signatory list						
D	REQUISITIONING GOODS & SERVICES: NON HEALTHCARE									
D1	Initial Decision to recruit Agency Staff / Management Consultants (Based on total expected cost)	Over £100,000		Up to £100,000	Up to £100,000	Up to £50,000	Up to £50,000	Up to £25,000		
D2	Services including IT, maintenance and support services (over lifetime of contract) were not included within agreed annual budgets	Over £250,000		Up to £250,000	Up to £250,000	Up to £100,000	Up to £50,000	Up to £25,000		
D3	Recharges from other public sector bodies (not included within agreed annual budgets)	Over £250,000		Up to £250,000	Up to £250,000	Up to £100,000	Up to £50,000	Up to £25,000	Up to £20,000	

Ref	Description	Governing Body	Service Development Committee	Chief Officer	Chairman	Chief Finance Officer	Head of Finance/Head of Contracts and Performance	Chief Nurse / Director of Transformation	Other CCG Officers (as specified by authorised signatory list)
I1	Tender Waiver Approval (Total Contract Value – see detailed financial policy on tendering when permissible)	Over £100,000		Up to £100,000		Up to £50,000	Up to £50,000		
I2	Formal Tender In accordance with EU directives and timescales. (Pre-qualification to be obtained)		Threshold and above Thresholds are £111,676 for Part A Services and £172,514 for Part B Services						
I3	Minimum of 3 written competitive tenders: In compliance with EC procurement directive. (No Pre-qualification required)		£80,000 to Threshold Thresholds are £111,676 for Part A Services and £172,514 for Part B Services						
I4	Minimum of 3 written quotes		£20,000 to £79,999						
I5	No requirement to obtain quotes: Although no formal requirement, it is best practice & demonstrates value for money.		Up to £19,999						
I6	Opening of Tenders (at least 2 from list)			√		√	√	√	
J	BUDGET VIREMENT In accordance with the virement policy, a virement form must be completed and signed by both parties.	Over £1,000,000		Up to £1,000,000		Up to £500,000	Up to £250,000	Up to £250,000	
K	DISPOSALS AND CONDEMNATION All assets disposed at market value. Reported to Audit Committee.	Over £50,000		Up to £50,000		Up to £50,000	Up to £,1000	Up to £1,000	Up to £1,000
L	CHARITABLE FUNDS If charitable funds received in the future a Charitable Funds committee will be established.	The CCG does not currently hold any charitable funds							
M	HUMAN RESOURCES ISSUES								
M1	Approve HR Decisions Not Covered By CCG HR Policies or Is Exceptional To Policies (e.g. additional compassionate leave or exceptional carry forward of leave days)			√					
M2	Decisions As Set Out Within HR Policies (where there is some management discretion e.g. study leave authorisation)			√		√	√	√	

Ref	Description	Governing Body	Service Development Committee	Chief Officer	Chairman	Chief Finance Officer	Head of Finance/Head of Contracts and Performance	Chief Nurse / Director of Transformation	Other CCG Officers (as specified by authorised signatory list)
M3	Approving Operational Structure (re staffing and departments)			√					
M4	Appointment to Posts Below Chief Nurse or Director of Transformation			√		√	√	√	
M5	Appointment to Chief Nurse or Above (not covered in Constitution Appendix D)			√					
N	EXTERNAL COMMUNICATIONS & REPORTING								
N1	Approve Complaints Responses and Letters to Politicians and Media Responses			√	√				
N2	Approve Public Consultation Material			√					
N3	Approve Public & Staff Engagement Material including Website Design			√				√	
N4	Approve FOI Responses			√				√	
N5	Approve Annual Engagement & Communication Plan			√					

Appendix 4: Delegated Authority – Halton Borough Council

As outlined in the Financial Standing Orders (paragraph 3.4.1) contained in HBC's Council Constitution, approved by Council on 15th April 2015.

Strategic Directors shall draw up a list, with the agreement of the Head of Internal Audit, of those officers authorised to certify accounts, invoices, orders and expenditure vouchers on their behalf (Delegated Authority to Certify Financial and Personnel Documents) within the following limits:

	Limit (£)
Strategic Directors	5,000,000
Operational Directors	1,000,000
Divisional Managers, Group Solicitors	100,000
Other specific managers	10,000
Other nominated Officers	1,000

Accounts, invoices, orders and expenditure vouchers over £5,000,000 in value must be certified by any two Strategic Directors.

Appendix 5: Delegated Authority – Pool Fund Manager

The Pool Manager is the Director of Adult Social Services for HBC, therefore the delegated limit relative to this pool is in line with those outlined in HBC's Financial Standing Orders, as outlined below:-

	Limit (£)
Operational Directors	1,000,000