

HALTON BOROUGH COUNCIL

AND

**NHS CHESHIRE AND MERSEYSIDE
INTEGRATED CARE BOARD**

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

1st APRIL 2023 – 31st MARCH 2024

Relating to

Better Care (Pooled) Fund

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Draft (@14.2.23)

THIS AGREEMENT dated **1st** day of **April 2023**

MADE BETWEEN the following parties:-

- (1) **HALTON BOROUGH COUNCIL (HBC)**, Municipal Building, Kingsway, Widnes. WA8 7QF
- (2) **NHS CHESHIRE AND MERSEYSIDE INTEGRATED CARE BOARD (ICB)**, Regatta Place, Summers Lane, Brunswick, Liverpool. L3 4BL

1. Definitions

- 1.1 **“2006 Act”** means the National Health Service Act 2006
- 1.2 **“2022 Act”** means the Health and Care Act 2022
- 1.3 **“Budget Manager”** means any manager in HBC or the ICB with responsibility for a budget (not Pooled Fund) relating to the Services
- 1.4 **“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
- 1.5 **“Better Care Fund Plan”** means the plan agreed by the Parties on 23rd September 2022 and which is to be reviewed by the Parties and NHS England setting out the Parties plan for the use of the Better Care Fund
- 1.6 **“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)
- 1.7 **“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
- 1.8 **“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 **“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 **“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.

- 1.11 **“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
- 1.12 **“Financial Year”** means a year commencing on 1st April and ending on the following 31st March
- 1.13 **“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
- 1.14 **“HBC”** means Halton Borough Council
- 1.15 **“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
- 1.16 **“Host Party”** means the organisation responsible for the accounts and audit of the Pooled Fund Arrangements as prescribed in Regulation 7 of the Regulations
- 1.17 **“HWB”** means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act 2012
- 1.18 **“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 Health Related Functions through integrated structures
- 1.19 **“ICB”** means NHS Cheshire and Merseyside Integrated Care Board
- 1.20 **“ICB Statutory Duties”** means the Duties of the ICB pursuant to Sections 21 to 25 2022 Act

- 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 Health Related Functions
- 1.24 **“NHS Functions”** means such of the functions of the ICB as prescribed in Regulation 5 of the Regulations as far as they relate to the Client Group
- 1.25 **“One Halton Better Care Commissioning Advisory Group (BCCAG)”** means the Group whose role, functions and rules of procedure are set out in Schedule 2 of this agreement
- 1.26 **“One Halton Finance & Performance Sub - Committee (FPSC)”** means the Sub-Committee whose role, in respect to the Better Care (Pooled) Fund, is set out in paragraph 5.1 of this agreement
- 1.27 **“One Halton Operations & Delivery Sub - Committee (ODSC)”** means the Sub-Committee whose role, functions and rules are set out in Schedule 1 of this agreement
- 1.28 **“Parties”** means HBC and the ICB (and “Party” means either one of the Parties)
- 1.29 **“Pooled Fund”** means the Better Care Fund, including the minimum contribution from the ICB, iBCF and Disabled Facilities Grant, 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
- 1.30 **“Pooled Fund Arrangements”** means the arrangements agreed by the Parties for pooling their resources and to be expended upon the costs of the Services and to be maintained in accordance with the requirements of clause 6 hereof
- 1.31 **“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 Operational Director – Commissioning & Provision for HBC.
- 1.32 **“Provider”** Means a provider or providers of any of the Services

- commissioned under the arrangements set out in this agreement.
- 1.33 **“Regulations”** means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 S.I. No.617 and any amendments and subsequent re-enactments
- 1.34 **“Revenue Budget”** means the annual budget agreed by the Parties made up of the Revenue Payments
- 1.35 **“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 (if applicable) in accordance with the terms of Schedule 3 in respect of the costs incurred or to be incurred in paying for the Services
- 1.36 **“Scheme of Delegation”** means the delegated limits which apply to such members of the Parties authorised 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 4
- 1.37 **“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
- 1.38 **“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
- 1.39 **“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.
- 1.40 **“Term”** means the period beginning 1st April 2023 and ending 31st March 2024, 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, Integrated Commissioning or Lead Commissioning arrangements for the purposes of commissioning the Services in the exercise of the Health Related Functions or NHS 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 ICB 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 Better Care Fund Plan.
- 2.5 The provisions of this Agreement shall take effect on the 1st April 2023.

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 a One Halton Operations and Delivery Sub-Committee (ODSC), 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 Services. The powers of the ODSC to undertake this role is derived from the ODSC's membership of Executive Members who have been given delegated authority from the Parties. The ODSC 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 ICB Standing Orders and prime financial policies and the ICB's Statutory Duties and HBC's Statutory Duties. The ODSC 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 1.
- 3.4 The Parties have established the One Halton Better Care Commissioning Advisory Group (BCCAG). The BCCAG will report directly to the ODSC. The BCCAG 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 ODSC and reporting to the ODSC upon the progress of the meeting those strategic objectives. Members of the BCCAG 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 BCCAG and/or the Pool Manager, which are or are intended to be beyond their respective delegated authority limits or are inconsistent with the terms of this agreement, will require the prior approval and/or ratification as required by the respective schemes of delegation of the Parties organisations.

4. One Halton Operations & Delivery Sub-Committee (ODSC)

- 4.1 The One Halton Operations & Delivery Sub-Committee (ODSC) is responsible for the direction, oversight, monitoring and use of the Pooled Budget. The ODSC

will be supported in this duty via the Better Care Commissioning Advisory Group (BCCAG). The BCCAG will review in detail information pertaining to Pool impact, quality, performance, activity and finances, and make recommendations to the ODSC on remedial action plans or future use of the Pool as appropriate. The ODSC will receive a summary report from BCCAG meetings, setting out key issues and recommendations for decision as required.

5. One Halton Finance & Performance Sub-Committee (FPSC)

5.1 In addition to the ODSC, the Parties have established a One Halton Finance and Performance Sub-Committee (FPSC), which whilst having wider functions and duties relating to Place-based finance and performance, also has the following responsibilities in respect of the Better Care (Pooled) Fund:-

5.1.1 To consider financial and performance information relating to the Pooled Fund and reviewing and recommending remedial actions where there is variation against agreed plans.

6. Pooled Fund

6.1 The Revenue Payments to be contributed by the Parties for the Financial Year beginning 1st April 2023 are set out in Schedule 3.

6.2 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 the Financial Year.

6.3 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 12.3.1.

6.4 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 3 and within the delegation limits set out in Schedule 4.

6.5 Parties may agree to establish other Pooled Fund arrangements 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.

7. Management of the Pooled Fund

7.1 The Host Party for the purposes of this Agreement and of Regulation 7(4)¹ of the Regulations shall be HBC or such other Party as the Parties may from time to time unanimously agree.

¹ NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000. S.I. 617

- 7.2 The Parties will appoint an officer from time to time to be the Pool Manager for the purposes of Regulation 7(4) of the Regulations² who may delegate some or all of their functions as hereinafter set out. The Pool Manager shall be the Operational Director – Commissioning & Provision, HBC.
- 7.3 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.
- 7.4 The Pool Manager shall manage the Pooled Fund within the Revenue Payments and shall submit monthly financial reports to the BCCAG, ODSC, FPSC and Parties. The Pool Manager will 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 ICB.
- 7.5 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 jointly agreed by the Parties and reflected in the monthly financial reports presented to the BCCAG. The BCF Plan will be approved by the Health & Wellbeing Board.
- 7.6 The Pool Manager will provide, to the BCCAG, ODSC and FPSC, all relevant information concerning specific grants and other funding initiatives so that development bids can be coordinated against the relevant funding.
- 7.7 Where the Pooled Fund is administered by 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.

8. Charges

- 8.1 Charges do not apply to Clients eligible for Intermediate Care and Equipment Services in line with current national and local guidance.

9. Pooled Fund Audit and Monitoring Arrangements

- 9.1 Grant Thornton or such other accountants agreed by the Parties will act as external auditors and will assume responsibility for auditing the Pooled Budget. HBC Internal Audit will also provide an independent review of the systems associated with the management of the Pooled Budget, in line with their Audit Plan.

² NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000. S.I. 617

- 9.2 Where the Pooled Fund is administered by HBC, the Section 151 Officer of HBC will ensure the Pool Manager receives a retrospective monthly Pooled Budget statement not more than one month after the end of the previous month. This will form the basis of the monthly finance report referred to in 7.4.
- 9.3 The Pool Manager will monitor and scrutinise the Pooled Budget statement and investigate discrepancies and report such discrepancies to the BCCAG.
- 9.4 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's robust financial management system.
- 9.5 The Pool Manager will ensure that detailed financial reports are presented to the BCCAG, ODSC and FPSC and they reflect the latest financial position.
- 9.6 Where the Pooled Fund is administered by 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), they will be presented to the BCCAG, ODSC, FPSC and the Parties, by the Pool Manager.

10. Staff and Accommodation Relating to the Pooled Fund

- 10.1 The Pool Manager shall for the purposes of this agreement be an employee of HBC or such other person as agreed by the Parties.
- 10.2 The Chair of the BCCAG shall lead within the BCCAG on implementing the commissioning priorities to achieve the required outcomes of this Agreement and the Pooled Fund Arrangements.
- 10.3 The Chair of the BCCAG will make recommendations to the ODSC 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.
- 10.4 HBC and the ICB, following the recommendations of the BCCAG and ODSC, will provide the necessary staff accommodation and support services required in connection with the administration of the Pooled Fund Arrangements. This includes HBC Finance, HBC Administration support for meetings and HBC and ICB Commissioning.

11. Commissioning and Contracting Arrangements

- 11.1 The BCCAG shall be responsible for overseeing the commissioning and contracting management of all the Services and prepare reports for the ODSC and FPSC on the same.

- 11.2 In developing new commissioning proposals, the BCCAG 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 ODSC 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 BCCAG or such members of the BCCAG acting within their respective Schemes of Delegation.

12. Duration and Termination of this Agreement

- 12.1 This agreement will commence on 1st April 2023 and terminate on 31st March 2024 provided that the Parties may agree to renew this Agreement at the expiration of the Term.
- 12.2 Any of the Parties may terminate this agreement during the Term by the giving at least six months prior written notice to the other.
- 12.3 Upon the termination:-
- 12.3.1 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.
- 12.3.2 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.
- 12.3.3 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 12.3.1 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.

13. Review

- 13.1 The ODSC will in addition to the BCCAG review this agreement during the Term and report and make recommendations as to its viability and on progress to the Parties.

14. Complaints

- 14.1 Complaints and compliments relating to Services jointly commissioned by HBC and the ICB serving the Client Group will be dealt with in accordance with the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.
- 14.2 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.

15. Disputes

- 15.1 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 then this will be escalated to the respective Party's Management Team for consideration. If at this point the dispute cannot be resolved then either party may require the matter to be referred to arbitration by either NHS England Regional Office 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.

16. Contract (Rights of Third Parties) Act 1999

- 16.1 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.
- 16.2 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.

17. Risk Management

- 17.1 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 therefrom. The Parties hereby each individually indemnify each other from any liability arising from this agreement. All new contracts awarded by HBC or the ICB 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.
- 17.2 Subject to Clause 17.3, and 17.4, 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.

- 17.3 Clause 17.2 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 BCCAG.
- 17.4 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 17. the Party that may claim against the other indemnifying Party will:-
- 17.4.1 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
- 17.4.2 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);
- 17.4.3 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
- 17.5 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.
- 17.6 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

18. Data Protection

- 18.1 The Parties acknowledge their respective obligations under the General Data Protection Regulation (Regulation (EU) 2016/679) and/or UK GDPR Data Protection, Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
- 18.2 The Parties agree that each will facilitate the performance by the other of their obligations under the Acts, the Regulations and under any other legislation that requires disclosure of information.
- 18.3 The Parties will agree an Information Sharing Protocol for the sharing of the Client Group information if the need arises.

19. Conflict of Interest

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

20. Force Majeure

- 20.1 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.
- 20.2 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.
- 20.3 As soon as practicable, following notification as detailed in Clause 20.2, 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 20.4, facilitate the continued performance of the Agreement.
- 20.4 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.

21. Notices

- 21.1 Any notice to be given under this Agreement shall either be delivered personally or sent by first class post or electronic mail. The address for service of each Party shall be as set out in Clause 21.3 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:-
- 21.1.1 personally delivered, at the time of delivery;
- 21.1.2 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
- 21.1.3 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 (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.

21.2 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 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).

21.3 The address for service of notices as referred to in clause 21.1 shall be as follows unless otherwise notified to the other Partner in writing:-

21.3.1 if to the Council, addressed to the

Executive Director for Adults
Halton Borough Council
Municipal Building
Kingsway
Widnes
WA8 7QF
Tel: 0151 511 8825

and

21.3.2 if to the ICB, addressed to the

Place Director for Halton, c/o NHS Cheshire and Merseyside Integrated Care Board
Regatta Place
Summers Lane
Brunswick, Liverpool L3 4BL
Tel: 01925 303030

22. Variation

22.1 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.

23. Change in Law

23.1 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.

23.2 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.

24. Waiver

- 24.1 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.

25. Severance

- 25.1 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.

26. Assignment and Sub Contracting

- 26.1 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.

27. Exclusion of Partnership and Agency

- 27.1 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.
- 27.2 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:-
- 27.2.1 act as an agent of the other;
 - 27.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other; or
 - 27.2.3 bind the other in any way

28. Governing Law and Jurisdiction

- 28.1 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.
- 28.2 Subject to Clause 15 (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).

29. Partnership Flexibilities

- 29.1 The Partners may during the Term of this agreement establish one or more of the following in the commissioning and contracting of the Services:
- 29.1.1 Integrated Commissioning
 - 29.1.2 Joint Commissioning
 - 29.1.3 Lead Commissioning
- 29.2 The process where decisions will be made in respect to which arrangements would apply will be made in line with the process as outlined in paragraph 10 of this Agreement.
- 29.3 In developing these arrangements, the Council may delegate to the ICB and the ICB 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 Health Related Functions.
- 29.4 In developing these arrangements, the ICB may delegate to the Council and the Council agrees to exercise on the ICB's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Council Health Related Functions.
- 29.5 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.

30. Commissioning Arrangements

The following shall apply to Integrated Commissioning:-

- 30.1 Where there are Integrated Commissioning arrangements in respect to the commissioning of a Service, both Parties shall work in cooperation and shall endeavor to ensure that the NHS Functions and Council Health Related Functions are commissioned with all due skill, care and attention.
- 30.2 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.
- 30.3 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.

31. Appointment of a Lead Commissioner

- 31.1 Where the Parties agree that there are to be Lead Commissioning Arrangements the Lead Commissioner shall:-
- 31.1.1 exercise the NHS Functions in conjunction with the Council Health Related Functions
 - 31.1.2 endeavour to ensure that the NHS Functions and Council 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
- 31.2 Commission Services for individuals who meet the respective Eligibility Criteria.
- 31.3 Contract with a Provider(s) for the provision of the Services on terms agreed with the other Party.
- 31.4 Comply with all relevant legal duties and guidance of both Parties in relation to the Services being commissioned.
- 31.5 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.
- 31.6 Undertake performance management, quality surveillance and contract monitoring of all Service Contracts.
- 31.7 Make payment of all sums due to a Provider pursuant to the terms of any Services Contract.
- 31.8 Via the BCCAG, 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

XXXXXX

(signature)

SUE WALLACE-BONNER

(print name)

EXECUTIVE DIRECTOR FOR ADULTS

(position)

(duly authorised in that behalf)

SIGNED on behalf of

NHS CHESHIRE AND MERSEYSIDE INTEGRATED CARE BOARD

XXXXXX

(signature)

GRAHAM URWIN

(print name)

CHIEF EXECUTIVE

(position)

(duly authorised in that behalf)

Schedule 1: Role, Function and Rules of the One Halton Operations & Delivery Sub-Committee (ODSC)

- S1.1 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 1
- S1.2 There will be regular reviews of the composition of the ODSC in order to reflect any changes in the Parties and members or in national guidance or legislation.
- S1.3 Any of the Parties may from time to time replace or fill a vacancy of one or more of its appointees to serve on the ODSC.
- S1.4 Each of the Parties shall appoint named persons as substitute members who shall attend meetings of the ODSC in the absence of the member for whom they are a substitute member.
- S1.5 The ODSC may co-opt persons to sit on the ODSC 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 ODSC.
- S1.6 The Chair of the ODSC will be the Executive Director for Adults, Halton Borough Council.
- S1.7 The Chair shall preside over the ODSC 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 ODSC present shall select a Chair for the meeting from the members who are present at the meeting. The Sub-Committee will elect a Vice-Chair from within its membership, but like the Chair, will also rotate on a 6 monthly basis.
- S1.8 The ODSC shall meet on a monthly 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 ODSC 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 funding 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 1.11 on Page 5 and for further information Appendix 1.
- S1.9 The minutes of all meetings of the ODSC shall be sent to members of the One Halton Partnership Board and the Parties within 7 working days of the said meeting.
- S1.10 The members of the ODSC may be authorised 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.

- S1.11 Members of the Sub-Committee must disclose an interest when a Sub-Committee meeting will be considering an item in which they have a personal interest and are likely to benefit. Members must disclose an interest to the Chair in advance of the meeting and the Chair will manage this in line with agreed organisational policies of member organisations.
- S1.12 The role of the ODSC is to provide direction, oversight, monitoring and use of the Pooled Budget. The ODSC will be supported in this duty via the Better Care Commissioning Advisory Group (BCCAG). The BCCAG will review in detail information pertaining to Pool impact, quality, performance, activity and finances, and make recommendations to the ODSC on remedial action plans or future use of the Pool as appropriate. The ODSC will receive a summary report from BCCAG meetings, setting out key issues and recommendations for decision as required.
- S1.13 The ODSC will encourage the full use of the Health Act Flexibilities as defined within the 2022 Act.
- S1.14 As part of the ODSC's responsibility for the overseeing, monitoring and use of the Pooled Fund Arrangements for the Services, they will receive reports and information on the operation of the same from the Pool Manager and the BCCAG.
- S1.15 **Membership**

Membership of the ODSC will consist of the following representatives:-

NHS Cheshire & Merseyside

- Associate Director of Transformation & Partnerships
- Associate Director of Quality & Safety Improvement
- Head of Acute Commissioning
- Head of Transformation –Primary & Community Care

Halton Borough Council

- Executive Director for Adults
- Executive Board Portfolio Holder (Adult Social Care)
- Operational Director, Commissioning & Provision
- Divisional Manager, Care Homes Division
- Director of Public Health

Other Members

- Director of Operations (Halton) - Bridgewater Community HealthCare NHS Foundation Trust
- Chief Operating Officer - Warrington & Halton Teaching Hospitals NHS Foundation Trust
- Assistant Director of Operations - St Helens & Knowsley Teaching Hospitals NHS Trust
- Deputy Divisional Director - Dental & Mid Mersey Places - Merseycare NHS Foundation Trust
- Director of Operations & Performance – Widnes Primary Care Network
- GP – Runcorn Primary Care Network
- Regional Director – Cera Care
- Chief Executive – Halton & St Helens Voluntary & Community Action

- S1.16 The ODSC will elect a Vice Chair from within its membership.
- S1.17 The Sub-Committee has the right to co-opt non-voting members and invite non-voting individuals to attend for specific issues.
- S1.18 Any of the Parties may from time to time replace one or more of its representatives to serve on the Sub-Committee.
- S1.19 Any member of the Sub-Committee wishing to resign shall give written notice to the Chair who shall report the matter to the ODSC. Members from HBC and the ICB shall cease to be members of the Board where their employment with or elected membership of HBC and the ICB ceases.
- S1.20 The ODSC will be accountable to the One Halton Partnership Board and the respective Parties Boards or Governing Body.
- S1.21 The minutes of all meetings shall be sent to the BCCAG within 7 working days of the said meeting.
- S1.22 The ODSC shall adhere to the role, function and constitution as laid out in Schedule 1.
- S1.23 Any decisions of the ODSC must have the approval of the respective Parties Boards or Governing Body unless otherwise delegated to the members of the ODSC as set out in their respective Schemes of Delegation.

Draft (a1223)

Schedule 2: Role, Function and Rules of the One Halton Better Care Commissioning Advisory Group (BCCAG)

- S2.1 In supporting an aim of ensuring the optimum and best use of place based resources in Halton, key responsibilities of the BCCAG include:-
- S2.2 To monitor performance of the Better Care Fund plan, including achievement of the Plan's aims and ambitions, and overall plan and service performance, quality, activity and finance measures.
- S2.3 To develop and prepare the performance management framework, incorporating , BCF mandated measures alongside Place-specific outcome, performance quality, activity and financial measures, identifying and recommending remedial actions to address under performance.
- S2.4 To identify, develop and make recommendations to the One Halton ODSC on the alignment of budgets, focusing on the overall aim of improving the local health and care system to deliver better outcomes for Adults in Halton
- S2.5 To be responsible for overseeing the management, monitoring and use of agreed Aligned Budgets and the Better Care (Pooled) Fund, through monthly reports, for onward reporting to the One Halton ODSC and FPSC.
- S2.6 To be responsible for monitoring contractual relationships with Providers financed by the Better Care (Pooled) Fund and agreed Aligned Budgets, through the implementation of a performance management framework (performance, activity, finance and quality), ensuring that over or under performance is quantified in financial terms as well as activity and quality terms, for onward reporting to the One Halton FPSC.
- S2.7 Based on financial and performance information available, develop and make recommendations to the One Halton ODSC, impacting on the strategic, commissioning and operational direction of Adult Services in Halton.
- S2.8 Develop and monitor a Risk Register, as it pertains to the Better Care (Pooled) Fund and Aligned Budgets and associated activities, and make recommendations to the One Halton ODSC, as required, on any associated financial recovery proposals/plans necessary.
- S2.9 Ensure that robust Joint Working Agreements/Section 75's associated with agreed Place Based Budgets/Pooled Budgets are developed, effectively implemented and reviewed as necessary.
- S2.10 To be responsible for implementation of the decisions of the One Halton ODSC as they relate to the Better Care (Pooled) Fund and agreed Aligned Budgets.
- S2.11 To analyse government policies, local and national research and audit and national information relating to care and support services and present such information to the One Halton ODSC as they pertain to Adult Care and Support Services in Halton, funded via the Better Care (Pooled) Fund and Aligned Budgets.
- S2.12 Meetings of the BCCAG shall be held monthly. Draft minutes will be issued to Group members within 7 days of its meeting.

S2.13 The BCCAG will be accountable to the Parties via attendees at the Group and via formal reporting through to the ODSC. A finance report will be presented to the One Halton FPSC following consideration by the BCCAG.

S2.14 The members of the BCCAG may be authorised 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.

S2.15 Membership

The BCCAG is chaired, jointly, on a rotational basis, by HBC Operational Director, Commissioning & Provision and the Associate Director of Transformation and Partnerships (Halton Place), NHS Cheshire and Merseyside. Membership of the Sub Group will consist of the following representatives:-

- Operational Director, Commissioning & Provision, HBC (Joint Chair)
- Finance Manager, HBC
- Commissioning & Development Manager, HBC
- Associate Director of Transformation and Partnerships (Halton Place), NHS Cheshire and Merseyside (Joint Chair)
- Head of Programmes – UEC & Aging Well (Halton Place), NHS Cheshire and Merseyside
- Head of Finance (Halton Place), NHS Cheshire and Merseyside

S2.16 The rotation of the joint chair will occur every 6 months. The Chair for the initial 6-month period will be the HBC Operational Director, Commissioning & Provision. In line with the rotation of the Chair, administrative support for the BCCAG will also rotate as necessary.

S2.17 The BCCAG may co-opt members for the purposes of providing expertise to the BCCAG in relevant matters.

S2.18 Members of the BCCAG have collective responsibility and accountability for its decisions that further the aim of One Halton in improving the outcomes of local residents. Due to this approach, the BCCAG will not require a quorum in respect of specific numbers of representatives from HBC or NHS Cheshire and Merseyside.

Schedule 3: Finance

S3.1 Contributions – Financial Year 2023/24

S3.1.1 For the purposes of Paragraph 5, the Better Care (Pooled) Fund for the period 1st April 2023 to 31st March 2024 is set out below (subject to variation as agreed between the Parties):-

Better Care (Pooled) Fund: £TBC

Breakdown of the above budget is outlined in Appendix 2.

S3.2.1 The contributions will be determined by the respective Parties and agreed by 1st March.

S3.2 Additional Funds

S3.2.1 If any additional funding related specifically to the Better Care Fund becomes available to any of the Parties during the Financial Year the Pool Manager should be advised of such circumstances and the funds shall be transferred to HBC or the ICB dependent on who is the host party, for inclusion in the Pooled Fund.

S3.3 Variations of Contributions

S3.3.1 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.

S3.4 Overspends

S3.4.1 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.

S3.4.2 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 Financial Year then this shall be reported to the BCCAG. That report shall clearly set out a validated finance and activity position and a clear rationale for why expenditure is expected to exceed the budget. Any party may request an audit of that report to assure the BCCAG of the actual position and to support the development of a remedial action plan. The report shall also articulate any risks associated as a consequence of insufficient funds being available. At such point, the lead commissioner for the service will be consulted and remedial action considered against that party to support the collective management of the pooled budget.

S3.4.3 In the event referred to in paragraph S3.4.2 the following procedure will take effect:-

S3.4.3.1 The BCCAG 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.

S3.4.3.2 The financial plan will be presented to the Parties for discussion and agreement within 4 weeks of the report by the Pool Manager.

S3.4.3.3 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, supported by the respective commissioning lead, to the BCCAG including a reduction in service activity, and seek further action of the Parties as special conditions for the temporary support of the budget. In the event of any agreed reduction in service an Equality Impact Assessment and Quality Impact Assessment will be required in advance of any reductions in service being actioned.

S3.4.3.4 Prior to the implementation of the financial plan referred to above at S3.4.3.2 any conditions which the Pool Manager shall seek to impose including amendments to this Agreement shall first be agreed with the Parties.

Where emerging pressures are identified to be supported by the BCCAG, through integrated commissioning arrangements, an appropriate risk share agreement will be established to support such responses.

S3.4.4 In the event that there is an overspend on the Pooled Fund at the end of the financial year, then the Pool Manager shall seek agreement from the party to offset the overspend.

S3.5 Termination of this Agreement

S3.5.1 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.

S3.5.2 If the parties agree to renew this Agreement at the expiration of the Term and there is a surplus of monies, representing an underspend, held in the Pool Fund, then it shall be rolled over into the next successive Financial Year, unless otherwise agreed by the parties.

S3.6 S.151 Officer / Chief Finance Officer for the ICB

S3.6.1 The Pool Manager will be accountable for managing the Pooled Fund and reporting to the HBC's Operational Director (Finance), 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 ICB's Chief Finance Officer where the ICB is the Host Party.

S3.7 ICB's and HBC's Financial Standing Orders and Finance Regulations

- S3.7.1 The ICB's and HBC's Financial Standing Orders will apply to the operation of the Pooled Fund.
- S3.7.2 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 3.7.1.

S3.8 Monitoring and Reporting Arrangements

- S3.8.1 The ICB or HBC (depending upon who is the Host Party) will provide the Pool Manager with monthly 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 monthly reports (in a format to be agreed by the Parties) to either the ICB or the HBC for inclusion within the monthly Pooled Fund reports to the BCCAG, ODSC and FPSC.

S3.9 VAT

- S3.9.1 The Parties shall agree the treatment of the Pooled Fund for VAT purposes in accordance with any relevant Guidance from HM Customs and Excise.

S3.10 Expenses

- S3.10.1 Any expenses as agreed by the ODSC or FPSC incurred by service users and carers in attending meetings of the BCCAG, ODSC or FPSC may be paid from the Pooled Fund in accordance with the ICB or the HBC subsistence and travel rules and the expenses of any other members of the BCCAG, ODSC or FPSC shall be met by their employers or respective body.

S3.11 Payment Arrangements

- S3.11.1 In the event of the ICB making its Revenue Payment to the Pooled Fund hosted by HBC such payment shall be by monthly installments within 5 working days of the start of each quarter month commencing on 1st April 2023 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.

S3.11.2 In the event of the HBC making its Revenue Payment to the Pooled Fund hosted by the ICB 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 2023 provided that such payment to the ICB will be dependent upon receipt of the Revenue Payments made into the Pooled Fund by the ICB.

S3.12 Efficiency Savings

S3.12.1 The Pooled Fund will have to demonstrate that it is achieving the required efficiency targets set by the Parties.

S3.13 Capital Expenditure

S3.13.1 Capital expenditure for the purchase of Capital Assets cannot be incurred without the prior written approval of the BCCAG and Section. 151 officer and the ICB's Chief Finance Officer.

S3.13.2 In the event of approval being given as in clause S3.13.1 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.

S3.13.3 The Pool Manager shall be responsible for producing and thereafter maintaining a register of Capital Assets purchased from the Pooled Fund.

S3.13.4 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.

S3.13.5 If the proposed cost of any of the Capital Assets shall exceed £5,000 (other than those purchased through the Disabled Facilities Grant) 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 BCCAG 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.

S3.13.6 In the event of either Party receiving Capital Expenditure grant from the Government or other public department a protocol will be agreed by the BCCAG, taking advice from the S.151 officer of the HBC and the Chief Finance Officer of the ICB as to how such monies may be returned to the relevant party on termination of this Agreement howsoever accruing.

S3.14 Specific Grants

- S3.14.1 It is recognised by the Parties that the contribution to the Pooled Fund made by HBC and the ICB will not initially include specific grant monies from the Department of Health & Social Care. In the event that specific grant monies become available for the Client Group the process described at S3.2.1 is to be followed, if the parties wish for the monies to be included in the Pooled Fund.
- S3.14.2 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 ODSC and FPSC and the Pool Manager of such event arising as soon as reasonably practicable.
- S3.14.3 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

S3.15 Budget Timetable

- S3.15.1 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.
- S3.15.2 Subject to which party is holding the Pooled Fund either the Chief Finance Officer for the ICB 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, 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.

S3.15.3 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 Adults 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.

S3.15.4 The indicative budget timetable for the ICB is as follows:-

- System financial planning process commences December to January with review of spend and expected outturn including identification of subsequent year's financial pressures
- National planning instructions (i.e. NHS Operational Planning Guidance, NHS Finance and Contracting Guidance, indicative allocations and associated information) issued to NHS organisations in December
- Draft System Finance Plan, which includes the ICB's Annual Budget, presented to ICB Board during February
- January to February budget meetings convene across the ICB to inform the spend priorities and commitments and commissioning plans/intentions to facilitate delivery of the ICB's and the System's required financial objectives
- Final System Finance Plan (in conjunction and correlation with the System's Workforce and Operational Activity Plans) presented for ICB Board approval ahead of formal submission to NHS England by 31st March
- Regular reviews of budgetary performance within ICB (at both corporate- and place-levels) undertaken with respective oversight, and with the One Halton Finance and Performance sub-committee having oversight responsibility for the financial performance of the pooled health and care fund
- ICB Place budget formally assigned to the ICB at Halton leadership team prior to the commencement of financial year

- S3.15.5 The ICB's Chief Finance Officer will confirm the ICB's minimum contribution to the Better Care Fund, to the HBC Finance Manager, by the end of March each year.
- S3.15.6 The Parties shall agree the budgets and their respective contributions to the Pooled Fund by the 1st April for the financial year beginning on 1st April. This will be subject to the national timetables for issuing guidance to support the Better Care Fund development for the period.
- S3.15.7 Partners of the Pool Fund need to ensure a realistic and sustainable budget is set and approved by Senior Management at the start of the financial year. This should include identifying significant cashable efficiency gains and should protect front line services and vulnerable members of the community as far as possible. It should deliver improved procurement and ensure value for money. The council's budget will be set in accordance with the Medium Term Financial Strategy which provides the context and assumptions upon which the following year's budget will be prepared. Both partners must ensure budgets include appropriate uplifts for pay and price inflation in respect Salary Budgets at the very minimum, to ensure a balanced budget at year end and to prevent exposing the pool to financial risk.

Draft (014.2)

Schedule 4: Delegation Limits

S4.1 Delegated Authority

As stated in Governance 3.2, neither the ODSC nor the BCCAG is an autonomous body and does not therefore have legal status. Any decisions of the BCCAG 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, Prime financial policies and Schemes of Delegation.

- S4.1.1 As stated in Schedule 3, paragraph 3.7 the Pooled Fund will (subject who is the Host Party) be operated under either the ICB'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 Executive Director for Adults and Head of Internal Audit.
- S4.1.2 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, including the Pool Fund Manager, will be in line with each respective organisation's schedule of delegated financial limits.
- S4.1.3 Authorised Certifying Officers shall be responsible for all financial arrangements delegated as per their organisation's schedule of delegation list and shall maintain a sufficient record of all transactions to account to the Pool Manager for the Pooled Funds.
- S4.1.4 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.
- S4.1.5 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.
- S4.1.6 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.
- S4.1.7 Any changes to the officers included in the list can only be authorised jointly by the Executive Director for Adults, ICB Chief Finance Officer, and the Head of Internal Audit.
- S4.1.8 Specimen signatures have been obtained for all the certifying officers and copies provided to the relevant sections within the Adults Directorate and the Chief Executive's Directorate.

Appendix 1: Exempt Information

1. The ODSC 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 BCCAG
2. The ODSC 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 ODSC of any member of the BCCAG or to the Council or to the ICB 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

Breakdown of Better Care (Pooled) Fund Budget:-

- Minimum ICB Contribution (Better Care Fund) £TBC
- Disabilities Facilities Grant £TBC
- ICB Contribution to Pool £TBC
- HBC Contribution to Pool £TBC

Draft (@14.2.23)