

HALTON BOROUGH COUNCIL

AND

**NHS HALTON CLINICAL COMMISSIONING
GROUP**

JOINT WORKING AGREEMENT

1st APRIL 2013 – 31st MARCH 2016

Relating to

**Complex Care Services in Halton
Revised March 2015**

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THIS AGREEMENT dated day of 2013

MADE BETWEEN the following parties:-

- (1) HALTON BOROUGH COUNCIL (HBC), Municipal Building,
Kingsway, Widnes.
- (2) NHS HALTON CLINICAL COMMISSIONING GROUP (NHS HCCG), 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 NHS HCCG with
responsibility for a budget (not Pool Fund)
- 1.3 “Better Care Fund” means the total pooled fund comprising the existing pooled
fund and the additional amounts for 15/16.
- 1.4 “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
- 1.5 “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
- 1.6 “the Client” means a person who satisfies the requirements of the
Eligibility Criteria and is a member of the Client group.
- 1.7 “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 is in line with the requirements of the Eligibility Criteria.
- 1.8 “Complex Care” means care provided for a disability or illness due to physical,
mental health or learning disability.

- 1.9 “the ECB” means the Complex Care Executive Commissioning Board whose constitution functions and rules of procedure are set out in Schedule 3 of this agreement
- 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 and which is more particularly set out in Schedule 1.
- 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....”
- [Section 1 (2) of the Public Bodies (Admission to Meetings) Act 1960]
- (See Appendix One for full information)
- 1.12 “a Financial Year” means a year commencing on 1st April and ending on the following 31st March
- 1.13 “HBC” means Halton Borough Council
- 1.14 “NHS HCCG” means NHS Halton Clinical Commissioning Group
- 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 “ 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
- 1.17 “NHS functions” means such of the functions of NHS HCCG as prescribed in Regulation 5 of the Regulations as far as they relate to the Client Group
- 1.18 “the Parties” means HBC and NHS HCCG (and “Party” means either one of the Parties)
- 1.19 “the Complex Care Board” now renamed Better Care Board whose role function and constitution are set out in Schedule 2 hereto

- 1.20 “the Pooled Fund” means the fund administered by HBC from contributions by the Parties in accordance with the terms hereinafter appearing and in pursuance of the Pooled Fund Arrangements
- 1.21 “the Pooled Fund Arrangements” means the arrangements agreed by the Parties for pooling their resources and to be expended upon the costs of the Services and to be maintained in accordance with the requirements of clause 6 hereof
- 1.22 “the Pool Manager” means the officer appointed by the Parties for the purposes of administering the Pooled Fund and authorising payments from the Pooled Fund in respect of the costs of the Services. Pooled Manager is an Operational Director, HBC.
- 1.23 “the Regulations” means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 SI No.617 and any amendments and subsequent re-enactments
- 1.24 “the Revenue Payments” means such sum as contributed by the Parties to the Pooled Fund at the commencement of the Term and thereafter on the 1st April of each subsequent year in respect of the costs incurred or to be incurred in paying for the Services
- 1.25 “the Service Contracts” means the Contracts entered into by either one or all of the Parties for the purposes of providing Complex Care Services. Such contracts may be in the form of service level agreements and entered into with voluntary, independent and statutory sectors
- 1.26 “the Services” means the Services provided for the benefit of the Client Group in accordance with the Service Contracts including inter alia the aims and set out in Clause 3 hereto
- 1.27 “the Term” means the period beginning 1st April 2013 and ending 31st March 2016 subject to review as hereinafter set out

2. RECITALS

- 2.1 Pursuant to Section 75 of the 2006 Act and the Regulations and Regulation 7, SI 2000 No.617, the Parties have agreed to enter into a Pooled Fund Arrangement to establish and maintain a Pooled Fund made up of contributions by the Parties out of which payments may be made towards the exercise of the health related and NHS functions.
- 2.2 The objectives of the Pooled Fund Arrangements are to improve the services for clients through closer working between the NHS HCCG 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 Pooled Fund Arrangements have been established pursuant to Section 75 of the 2006 Act and pursuant to the Regulations
- 2.4 The Pooled Fund Arrangements proposed by this Agreement fulfill the objectives set out in the NHS HCCG Integrated Commissioning Strategy.
- 2.5 The provisions of this Agreement shall take effect on the 1st April 2013.

3 GOVERNANCE

- 3.1 Each Party will retain statutory responsibility for their respective functions carried out under the Pooled Fund Arrangements and the activity of their employees in the undertaking clinical and/or social care duties.
- 3.2 The Parties have established a Complex Care Board for the purpose of discharging their duties in relation to the commissioning and provision of Complex Care as outlined in Schedule 1. The legitimacy of the Complex Care Board to undertake this role is derived from the Board's membership of Executive Members from the Parties (or their appointed deputies). The Board is not an autonomous body and does not therefore have legal status. From April 2015 this Board will be known as the "Better Care Board" (BCB).
- 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 NHS HCCG Standing Orders and Standing Financial Instructions. The Better Care Board will discharge these duties on behalf of the Parties and report to the Executive Boards of the respective Parties.
- 3.4 The Parties have established the Executive Commissioning Board (ECB) as a joint committee within the meaning of Regulation 10 (2) of the Regulations. From April 2015 the ECB will be known as the Better Care ECB (BCECB). The BCECB will report to the BCB.

- 3.5 Decisions of the BCECB and/or the Pool Manager which are beyond their respective delegated authority limits (as set out in Schedule 5) or are inconsistent with the terms of this agreement would require the approval and ratification of the governing bodies of the Parties organisations.

4 THE BETTER CARE BOARD

- 4.1 The aims of the Better Care Board are to :

- 4.1.1 Determine the strategic direction and policy for the provision of services to people with complex needs to improve quality, productivity and prevention, via monitoring performance, reviewing and evaluating services and taking assertive action where performance is not satisfactory.
- 4.1.2 Promote inter-agency cooperation, via appropriate joint working agreements/ arrangements, to encourage and help develop effective working relationships between different services and agencies, based on mutual understanding and trust
- 4.1.3 Exercise financial control over budgets associated with the running of the Services supporting those with Complex Care needs, ensuring financial probity.

4.2 Membership

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

5 THE POOLED FUND

- 5.1 There will be a budget time table set for the pooled fund outlined in Schedule 4. There will be one Pooled Fund. The amounts to be contributed by the Parties for the Financial Year beginning 1stApril 2015 are set out in Schedule.

- 5.2 The Pooled Fund will cover the expenditure on both staffing and service contracts by the Parties during the term of this Agreement
- 5.3 The Parties may contribute additional amounts to the Pooled Fund during the term of this agreement. 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 Better Care Executive Commissioning Board will produce an annual work plan in January of each year for the following financial year. This will be reviewed and agreed by the Better Care Board and the Parties by 1st March.
- 5.5 The management of and administration of the Pooled Fund shall be carried out in accordance with the terms and conditions set out in Schedule 4 and within the delegation limits set out in Schedule 5.

6 MANAGEMENT OF THE POOLED FUND

- 6.1 The host party for the purposes of 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 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 Pool Manager will be an Operational Director, HBC.
- 6.3 The Pool Manager shall ensure that the standard budgetary controls, standing orders, financial contract regulations and monitoring arrangements of the host organisation will apply.
- 6.4 The Pool Manager shall manage the Pooled Fund and the Finance Manager shall submit bi monthly financial reports to the BC ECB, quarterly reports to the Better Care Board and Parties and ensure an end of year memorandum of accounts and balance sheet extract are prepared relating to the income and expenditure from the Pooled Fund and other information which the Parties may reasonably require so that the Parties may monitor the effectiveness of the Pooled Fund arrangements. Financial reporting will comply with the audit requirements of both HBC and NHS HCCG.
- 6.5 The approved Revenue Budget for the Pool shall be deemed to give authority to the Strategic Directors to expend or incur liabilities, during the period covered by that budget, to the extent of the detailed provisions contained therein. In accordance with the Council's scheme of delegation, these deemed authorities shall be exercisable by the Operational Directors. Revisions to the budget must be in accordance with 5.2.2 of the Council's Constitution and reflected in the bi monthly financial reports presented to BC ECB.

- 6.6 The Pool Manager will provide to the BC ECB and the Better Care Board all relevant information concerning specific grants and other funding initiatives so that development bids can be coordinated against the relevant funding.
- 6.7 HBC will arrange for the accounts of the Pooled Fund to be audited and shall request Grant Thornton to make arrangements to certify an annual return of those accounts under Section 28(1) (d) of the Audit Commission Act 1998.

7 CHARGES

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

8 POOLED FUND AUDIT AND MONITORING ARRANGEMENTS

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

9 STAFF AND ACCOMMODATION RELATING TO THE POOLED FUND

- 9.1 The Pool Manager shall be an employee of HBC.
- 9.2 The Chair of the BC ECB shall lead within the BC ECB on implementing the commissioning priorities to achieve the required outcomes of the Joint Working Agreement and the Pooled Fund arrangements.
- 9.3 The Pool Manager will (in addition to the obligations referred to in clause 7.3) monitor progress and will submit regular reports to the BC ECB and the Better Care Board as at clauses 8.3, 8.5 and 8.6.
- 9.4 The Chair of the ECB will make recommendations to the Better Care Board and the Parties upon the type and level of staff and support required to ensure the operation of the Pooled Fund in consultation with the Pool Manager
- 9.5 HBC and NHS HCCG will provide the necessary staff accommodation and support services required in connection with the Pooled Fund Arrangements.

10 COMMISSIONING ARRANGEMENTS

- 10.1 The BC ECB shall be responsible for proposing all Complex Care Services to be commissioned and prepare reports for the Better Care Board on the same. In developing such proposals the BC ECB will need to demonstrate the involvement of the commissioning teams of the Parties. The Better Care Board shall review commissioning proposals, determine the appropriateness or otherwise of the proposals and report to the Parties. Such services commissioned through contracts and / or service level agreements shall be authorised on behalf of the Parties by the chair of the BC ECB. The role, function and constitution of the BC ECB is outlined in Schedule 3.

11 DURATION AND TERMINATION OF THE JOINT WORKING AGREEMENT

- 11.1 This agreement will commence on 1st April 2013 and terminate on 31st March 2016. The Parties can negotiate a further agreement for the next financial period. Annual reviews of the viability of the agreement will be conducted by the ECB and a decision reached by 1st March.
- 11.2 Any of the Parties may terminate this agreement by the giving at least six months prior written notice to the other.
- 11.3 Upon the termination:-

- 11.3.1 Each of the Parties shall in respect of any unspent Revenue Payments held by the Pooled Fund on behalf of the Parties be entitled to be repaid from the Pooled Fund the contributions they shall have made to it in the same proportion as the budget contribution made at the beginning of the Financial Year with 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. 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 equivalent to the value of the said asset on the date of termination.

12 REVIEW

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

13 COMPLAINTS

- 13.1 Complaints and compliments relating to services jointly-provided by HBC and NHS HCCG serving the client group will be dealt with in accordance with the 'Concordat on Cross Boundary Complaints'.

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 an arbitrator shall be nominated 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 for their own liability for all claims within their own sphere of influence 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 NHS HCCG 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 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.

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.

The Parties will abide by the agreed Information Sharing Protocol for the sharing of the Client group information.

SIGNATURES SHEET

SIGNED on behalf of

HALTON CLINICAL COMMISSIONING GROUP

..... (signature)

..... (print name)

..... (position)

..... (date)

(duly authorised in that behalf)

SIGNED on behalf of

HALTON BOROUGH COUNCIL

..... (signature)

..... (print name)

..... (position)

..... (date)

(duly authorised in that behalf)

SCHEDULE 1

ASSESSMENT, ELIGIBILITY AND LOCAL DISPUTE PATHWAY

Introduction

- S1.1 The Better Care Fund between NHS HCCG and HBC will provide the main financial resource to be used for adults who are eligible for care and support services. This pathway supports Practitioners and Managers within Health and Social Care Teams to ensure assessment of need and considerations of eligibility are undertaken in a transparent way, involving the person and their significant others in the associated processes. The pathway complies with and promotes the use of the national and local guidance, policies and procedures in relation to Fair Access to Care Services (FACS), Continuing Health Care (CHC), Funded Nursing Care (FNC) and Jointly Commissioned Care.

Assessment Process

Short Term Intervention/Intermediate Care Services

- S1.2 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.

Long Term Provision (including provision of equipment)

- S1.4 Across the Health and Social Care economy in Halton there are a variety of Practitioners and Teams involved in the assessment of individuals to determine long term needs. Irrespective of the specialty, the process is broadly the same and is illustrated in the pathway diagram. At Practitioner and Team level the detail and scope of the assessment process undertaken is determined by an initial assessment of the presenting needs with a focus on utilising short term intervention services to maintain, restore or improve functional ability and manage short term changes in a person's life before considering long term care and support provision.

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

End of Life Fast Track Eligibility

S1.6 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.

Quality Assurance

S1.7 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 (NHS HCCG) to the Executive Commissioning Board outlining key issues and actions in relation to the quality assurance process.

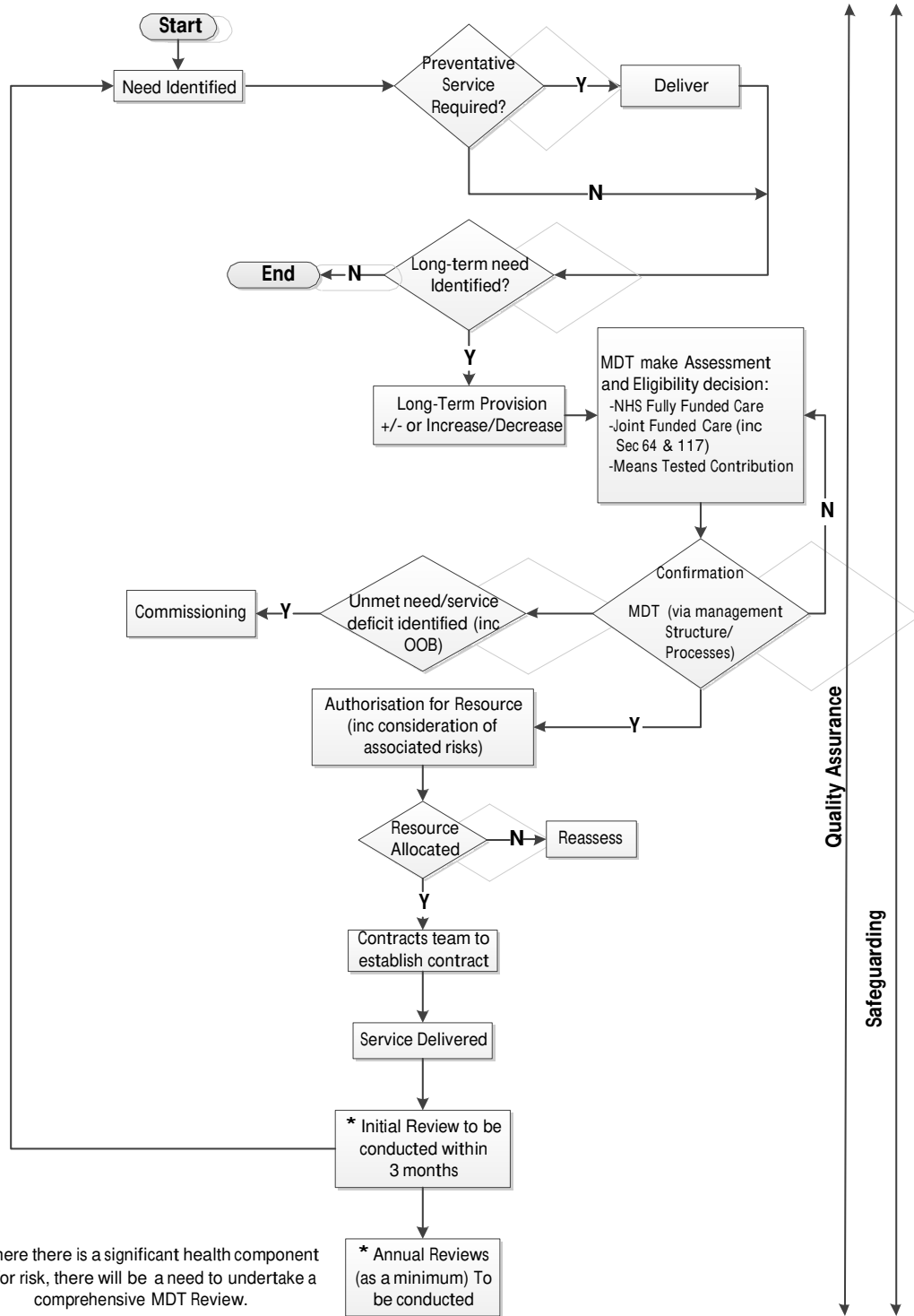
Resource Allocation Authorisation

- S1.9 Authorisation for the level and type of resource allocation to support an individual will be undertaken by appropriate Managers and Leads within HBC and NHS HCCG (and delegated to CMCSU) in line with the respective organisations financial standing orders and delegation limits.
- S1.11 HBC and NHS HCCG will operate a Joint Authorisation Process.
- S1.11 Low level Social Care services will require authorisation from an appropriate Divisional Manager (or delegate) within Halton Borough Council.
- S1.12 Authorisation for Social Care services to meet complex care needs and / or where significant risk is identified will be approved through risk enablement processes with financial authorization commensurate with financial Standing Orders.
- S1.13 Authorisation of services to meet complex care needs and / or where significant risk is identified requiring Social Care and Health care funding elements ('joint funded') will be approved by the Joint Authorisation Process.
- S1.14 Authorisation for wholly health funded services to meet complex care needs and / or where significant risk is identified requiring health care funding will be approved by the Joint Authorisation Process.
- S1.15 Authorisation for end of life fast track will be approved by the Locality Lead, Complex Care Clinical Lead (or delegate)
- S1.16 Where an individuals' needs require a significant level of funding from the Pooled Budget then this should be agreed through a Risk Enablement Panel, jointly chaired by the Pool Manager (HBC) and a lead from NHS HCCG (or delegate). The individual case should be presented by the Case Manager and an appropriate Divisional Manager. This panel will meet on an ad hoc basis.

Local Dispute Management

- S1.17 The Joint Authorisation Panel is the operational body through which disputes between Health and Social Care Practitioners on eligibility should be resolved, with clear reference to the national and local guidance.
- S1.18 Cases should be referred to the Risk Enablement Panel where a resolution cannot be achieved through Joint Authorisation Process.

Complex Care – Proposed Pathway



Quality Assurance

Safeguarding

SCHEDULE 2

ROLE, FUNCTION AND CONSTITUTION OF THE BETTER CARE BOARD

- S2.1 In this Schedule, “member” or “members” shall be defined by reference to the bodies (as amended from time to time as hereinafter set out) as listed in 4.2 of the Joint Working Agreement
- S2.2 There will be regular reviews of the composition of the Better Care Board in order to reflect any changes in the Parties and members or in national guidance or legislation
- S2.3 Any of the members and Parties may from time to time replace or fill a vacancy of one or more of its appointees to serve on the Better Care Board
- S2.4 Each of the members and Parties shall appoint named persons as substitute members who shall attend meetings of the Better Care Board in the absence of the member for whom they are a substitute member.
- S2.5 The Better Care Board may co-opt persons to sit on the Better Care Board for a fixed period or to assist with specific matters but such co-opted members shall not be entitled to vote at any meetings of the Better Care Board
- S2.6 Any representative/appointee of the member of the Better Care Board wishing to resign shall give written notice to the Chair of the Better Care Board who shall report the matter to the member body who has appointed the representative/appointee
- S2.7 The Chair of the Better Care Board will be HBC’s Executive Portfolio Holder (Health and Adults).
- S2.8 The Chair shall preside over the Better Care Board meetings. If the Chair is not present then the Vice-Chairperson shall preside. If neither the Chair nor the Vice-Chairperson is present the members of the Complex Care Board present (with voting rights) shall select a Chair for the meeting from the members who are present at the meeting.

- S2.9 The Better Care Board shall meet on a bi-monthly basis. The timing of the meeting may change in exceptional circumstances to the satisfaction of the Parties and agreed by 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 1.10 on Page 4. For full information see Appendix Two.
- S2.10 The minutes of all meetings of the Better Care Board shall be sent to the members and the Parties. The Better Care Board shall prepare and send the members and Parties an annual report on both finance and activity.
- S2.11 Extraordinary meetings of the Better Care Board may be called at any time upon a request by at least one third of the members entitled to vote and giving at least 5 working days prior written notice
- S2.12 All members of the Better Care Board shall be entitled to one vote, except where they have disclosed an interest. Votes should be cast in person. Nominated substitutes will assume the voting rights of the nominator
- S2.13 Members of the Better Care Board must disclose an interest when a Board meeting considers an item in which they have a personal interest and are likely to benefit. Members who disclose an interest should withdraw from the meeting until the item has been discussed. This should be noted within the minutes

- S2.14 The role of the Better Care Board is to ensure that an integrated system is developed and appropriately managed to ensure that the resources available to both Health and Social Care are effectively used in the delivery of personalised, responsive and holistic care to those who are most in need within our community. This will be achieved through :-
- Determining the strategic direction and policy for the provision of services to people with complex needs to improve quality, productivity and prevention, via monitoring performance, reviewing and evaluating services and taking assertive action where performance is not satisfactory.
 - Promoting inter-agency cooperation, via appropriate joint working agreements/ arrangements, to encourage and help develop effective working relationships between different services and agencies, based on mutual understanding and trust.
 - Exercising financial control over budgets associated with the running of the Services supporting those with Complex Care needs, ensuring financial probity.
- S2.15 The Better Care Board will encourage the full use of the Health Act flexibilities as defined within the NHS Act 2006.
- S2.16 The Better Care Board will take responsibility for the management monitoring and use of the Pooled Fund Arrangements for Complex Care services and receive reports and information on the operation of the same. Votes on financial issues can only be based on recommendations from the Executive Commissioning Board
- S2.17 Meetings of the Better Care Board shall be quorate when at least two members from the NHS HCCG (with voting rights) and two members from HBC (with voting rights) are in attendance.

S2.19 **Membership**

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

- ***Halton Borough Council***
 - HBC Executive Board Portfolio Holder (Resources)
 - Strategic Director, Communities
 - Operational Director (Prevention & Assessment)
 - Operational Director (Commissioning & Complex Care)
 - Finance Manager

- ***Halton Clinical Commissioning Group***
 - Chief Officer Designate
 - Chair
 - Operational Director (Integration)
 - GP Clinical Lead
 - Chief Nurse
 - Director of Finance

S2.20 The Better Care 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 Better Care Board. Members from HBC and HCCG shall cease to be members of the Board where their employment with or elected membership of HBC and HCCG ceases.

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

S2.25 The minutes of all meetings shall be sent to the Members and the Better Care Board shall prepare and send to the Parties an annual report.

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

SCHEDULE 3

ROLE, FUNCTION AND CONSTITUTION OF THE BETTER CARE EXECUTIVE COMMISSIONING BOARD

- S3.1 To develop and make recommendations to the Better Care Board on the strategic, commissioning and operational direction of Complex Care 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, and report to the Better Care Board and Parties in all matters relating to the Pooled Fund.
- S3.3 To be responsible for the monitoring contractual relationships with service providers financed by the Pooled Fund through the implementation of a performance management framework and report to the Better Care Board in all matters relating to such monitoring.
- S3.4 To be responsible for overseeing the implementation of the decisions of the Better Care Board.
- S3.5 To implement the commissioning of Complex Care services for the Borough of Halton.
- S3.6 To do detailed planning work on behalf of the Better Care Board.
- S3.7 To prepare detailed planning proposals for Complex Care services and present to the Better Care Board for discussion and approval.
- S3.8 To consider bids for projects from the Better Care Board, and to report such initiatives to the Better Care Board for information.
- S3.9 To analyse government policies, local and national research and audit and national information relating to Complex Care and to present such information to the Better Care Board for the purposes of the development and commissioning of Complex Care services in Halton. This will include sources of any available funding.
- S3.10 Meetings of the BC ECB shall be held monthly and will be quorate when at least two members from the NHS HCCG and two members from HBC (with voting rights) shall be in attendance.

S3.11 **Membership**

The BC ECB is chaired by HBC's Operational Director (Prevention & Assessment) and membership of the Board will consist of the following representatives:-

- ***Halton Borough Council***
 - Operational Director (Commissioning & Complex Needs)
 - Divisional Manager (Urgent Care)
 - Divisional Manager (Commissioning)
 - Finance Manager

- ***Halton Clinical Commissioning Group***
 - Operational Director (Transformation)
 - Commissioning Manager
 - Finance Manager
 - Complex Care Clinical Lead

- **Halton Borough Council/Halton Clinical Commissioning Group (Non-Voting)**
 - Lead Policy Officer (People & Communities)

- ***Other Organisations (Non-Voting)***
 - Bridgewater Community Healthcare NHSF Foundation Trust
 - 5 Borough's Partnership NHS Foundation Trust
 - Cheshire and Merseyside Commissioning Support Unit
 - Warrington and Halton Hospitals NHS Foundation Trust
 - St Helens and Knowsley Teaching Hospitals NHS Trust

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

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

SCHEDULE 4
FINANCE

S4.1. CONTRIBUTIONS FINANCIAL YEAR 2015-16

S4.1.1 For the purposes of Paragraph 5 the contributions to be made to the Pooled Fund by the HBC and the NHS HCCG for the period 1st April 2015 to 31st March 2016 are set out below (subject to variation as agreed between the Parties):-

HBC:- to be confirmed

NHS HCCG:- to be confirmed

Grants:- to be confirm

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

S4.2 CONTRIBUTIONS YEARS 2013/14, 2014/15 AND 2015/16

S4.2.1 The contributions for the financial years 2013/14, 2014/15 and 2015/16 will be determined by the respective Parties and agreed by 1st March of the preceding financial year.

S4.3 ADDITIONAL FUNDS

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

S4.4 VARIATIONS OF CONTRIBUTIONS

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

S4.5. OVERSPENDS

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

S4.5.2 In the event that the Pool Manager identifies (at any period during the financial year) that there will be insufficient budgetary provision to meet the likely expenditure for the current Financial Year then this shall be reported to the ECB.

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

S4.5.3.1 The BCECB will be convened within 2 weeks 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 deficit being identified.

S4.5.3.3 Where the Pool Fund is unlikely to be able to meet the agreed contractual duties of the Joint Working Agreement then HBC may specify particular reasonable requirements of the ECB including a reduction in service activity, and seek further action of the Parties as special conditions for the temporary support of the budget.

S4.5.3.4 Prior to the implementation of the financial plan referred to above at S4.5.3.2 any conditions which the HBC shall seek to impose including amendments to this Agreement shall first be agreed with HCCG, whose agreement cannot reasonably be withheld.

S4.6. **TERMINATION OF JOINT WORKING AGREEMENT**

S4.6.1 At the expiration of the Term or at any other date of termination as hereinbefore referred to, then such surplus of monies shall be repaid to the Parties in such proportion, as is equal to their respective contributions made during the term of this agreement and is 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 Better Care Executive Board.

At the expiration of the Term or at any other date of termination as hereinbefore referred to, then such surplus of monies shall be repaid to the Partners in such proportion, as is equal to their respective contributions to the Pooled Fund at the beginning of the relevant Financial Year, subject to Audit approval.

S4.6.3 At the expiration of the Term or at any other date of termination as hereinbefore referred to, then such surplus of monies shall be repaid to the Parties in such proportion, as is equal to their respective contributions to the Pooled Fund at the beginning of the relevant Financial Year, subject to Audit approval.

S4.7. **DEBT**

S4.7.1 Where charges to clients for services funded by HBC within Fair Access to Care Services eligibility are made and debts are incurred, then HBC will use the Authority's Debt Recovery policy to recovery those debts. This will also apply to HBC funded elements of joint funded services between NHS HCCG and HBC.

S4.8. **S.151 OFFICER**

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

S4.9. **HBC'S FINANCIAL STANDING ORDERS AND FINANCE REGULATIONS**

S4.9.1 HBC's Financial Standing Orders will apply to the operation of the Pooled Fund where the Revenue Payments made by HCCG have been paid to HBC to be held in the Pooled Fund managed by HBC. Any expenditure incurred by the Parties on behalf of the Pooled Fund shall comply with the appropriate regulations and orders of each of the Parties

S4.9.2 All Service Contracts and conditions of either of the Parties existing at the commencement of this agreement will be honoured until the date of their expiry. Any new Service Contracts entered into by either Party will be made in accordance with paragraph 4.9.1.

S4.10. **MONITORING AND REPORTING ARRANGEMENTS**

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

S4.11. **VAT**

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

S4.12. **EXPENSES**

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

S4.13. PAYMENT ARRANGEMENTS

S4.13.1 In the event of NHS HCCG making its Revenue Payment to the Pooled Fund such payment shall be by quarterly installments within 5 working days of the start of each month commencing on April 2013 on production of an invoice from HBC.

S4.13.2 HBC will where appropriate pay NHS HCCG in 12 equal monthly installments on receipt of an appropriate invoice and where necessary, supporting documentation has been received on 15th of each month commencing from 15th April 2013 provided that such payment to the HCCG will be dependent upon receipt of the Revenue Payments mentioned in clause S4.13.1

S4.14. EFFICIENCY SAVINGS

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

S4.15. CAPITAL EXPENDITURE

S4.15.1 Capital expenditure for the purchase of Capital Assets cannot be incurred without the prior written approval of the BC ECB and Section. 151 officer

S4.15.2 In the event of approval being given the HBC shall purchase and own the Capital Assets on behalf of the Parties and thereafter be responsible for the maintenance, repair, renewal and insurance costs of the Capital Assets on behalf of the Parties.

S4.15.3 The Pool Manager shall be responsible for producing and thereafter maintaining a register of Capital Assets purchased from the Pooled Fund.

S4.15.4 On the disposal or sale of any of the Capital Assets, either during the Term of this agreement or upon termination of the same (for whatever reason) the net proceeds from such disposal or sale shall be returned by HBC to the Pooled Fund.

S4.15.5 If the proposed cost of any of the Capital Assets shall exceed £30,000 then such cost shall not be funded from the Pooled Fund but shall require the submission and preparation by a manager of an initial Business Case to be made to the BC ECB 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 receiving Capital Expenditure grant from the Government a protocol will be agreed by the BC ECB, taking advice from the S.151 officer of the HBC.

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 NHS HCCG will not include specific grant monies from the Department of Health. In the event that specific grant monies become available the process described at S4.3.1 is to be followed.

S4.16.2 In the event that such grants monies are withdrawn none of the Parties shall be required to fund such shortfall from its own resources and the Parties shall inform the Better Care Board and the Pool Manager of such event arising as soon as reasonably practicable

S4.16.3 The Parties shall apply such information detail and audit evidence relating to the expenditure incurred by the Pooled Fund as may be required by the Parties and their auditors to satisfy any of the conditions which may have been imposed upon the Parties by the relevant funding body on receipt of such grant monies including evidence of the activities upon which such expenditure was incurred

S4.17 BUDGET TIMETABLE

S4.17.1 The annual HBC Budget for the whole Council will be set in accordance with the HBC's Corporate Budget Setting Process, identified below.

S4.17.2 The Finance Manager will contact the Budget Managers within Adult and Older People Services, including the Pooled Budget Manager, to request any information required and arrange meetings with Budget / Pooled Budget Managers during September and October each year, in preparation of setting the budget for the forthcoming year. It is essential that the information be provided promptly so that the overall deadlines for budget preparation are to be achieved.

S4.17.3 The indicative budget timetable 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 Communities electronic Budget book. This will be available to all budget managers by the end of March.
- Executive Board or Executive Board Sub Committee will consider the levels of fees and charges proposed for the forthcoming year during March.

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

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

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

SCHEDULE 5

DELEGATION LIMITS

S6.1. Delegated Authority: As stated in Governance 4.2, the Better Care Board is not an autonomous body and does not therefore have legal status. Any decisions of the ECB and/or the Pool Manager which are beyond their respective delegated authority/limits (as set out in Schedule (6.1.2) or are inconsistent with the terms of this agreement would require the approval and ratification of the governing bodies of the Parties organisations in accordance with both Parties Standing Orders and Schemes of Delegation.

S6.1.1 As stated Schedule 4, paragraph 9.1 the Pooled Fund will be operated under the Council's Constitution, Standing Orders and Finance Regulations. Within paragraph 3.4 of the 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 Communities and Head of Internal Audit.

S6.1.2 Delegated Authority has been granted to Officers who have responsibility for managing the Pooled Fund. These Officers and their certification limits are set out below and may change from time to time. The ECB shall agree spend relative to the Pool

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

| | Orders/ Invoices |
|----------------------|-----------------------------|
| Operational Director | £1m |
| Divisional Manager | £100k |

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

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

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

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

Exempt Information

- 1 The Better Care Board may choose to discuss in private this information which is not intended to be an exhaustive list, but merely examples of the same any item of business 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 in Appendix 1 to this agreement and references in Schedule 12A to ‘the authority’ shall in the context of this Agreement be taken to refer to the Board.
- 2 The Better Care Board shall discuss in private any item of business which includes or is likely to involve discussion of Confidential information.
- 3 In the context of this Clause the expression ‘Confidential Information’ shall typically, though not exhaustively, mean:-
 - a) information furnished to the Better Care Board of any member of the Board or to the Council or to the NHS HCCG 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.

Finance

NHS Halton Clinical
Commissioning
Group

to

| | |
|--------------|-------------------|
| Total | 12,627,546 |
|--------------|-------------------|

Notes

Halton Borough Council

| |
|--------------|
| Total |
|--------------|

Notes

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|----------------|
| Grants: |
|----------------|