

At: Gadeirydd ac Aelodau'r Pwyllgor
Craffu Partneriaethau

Dyddiad: 12 Rhagfyr 2019

Rhif Union: 01824 712554

ebost: democrataidd@sirddinbych.gov.uk

Annwyl Gynghorydd

Fe'ch gwahoddir i fynychu cyfarfod y **PWYLLGOR CRAFFU PARTNERIAETHAU, DYDD IAU, 19 RHAGFYR 2019** am **10.00** am yn **YSTAFELL GYFARFOD 4, NEUADD Y SIR, RHUTHUN.**

Yn gywir iawn

G Williams
Pennaeth Gwasanaethau Cyfreithiol, AD a Democrataidd

**CYNHELIR SESIWN BRIFFIO AR GYFER YR HOLL AELODAU ETHOLEDIG AM 9.15
A.M. YN UNION O FLAEN Y CYFARFOD**

AGENDA

RHAN 1 – GWAHODDIR Y WASG A'R CYHOEDD I FOD YN BRESENNOL YN Y RHAN HON O'R CYFARFOD

1 YMDDIHEURIADAU

2 DATGAN CYSYLLTIAD (Tudalennau 5 - 6)

Yr Aelodau i ddatgan unrhyw gysylltiad personol neu gysylltiad sy'n rhagfarnu mewn unrhyw fater a nodwyd i'w ystyried yn y cyfarfod hwn.

3 MATERION BRYD FEL Y CYTUNWYD GAN Y CADEIRYDD

Hysbysiad o eitemau y dylid, ym marn y Cadeirydd, eu hystyried yn y cyfarfod fel materion brys yn unol ag Adran 100B(4) Deddf Llywodraeth Leol 1972.

4 COFNODION Y CYFARFOD DIWETHAF (Tudalennau 7 - 12)

Derbyn cofnodion cyfarfod y Pwyllgor Craffu Partneriaethau a gynhaliwyd ar 7 Tachwedd, 2019 (copi ynghlwm).

10.05am – 10.10am

5 INFFYRMARI DINBYCH

Cael cyflwyniad gan gynrychiolwyr Bwrdd Iechyd Prifysgol Betsi Cadwaladr yn amlinellu'r canlynol:

- (i) y cynnydd hyd yma mewn perthynas ag ail ddarparu gwasanaethau yn Inffymari Dinbych a chynlluniau'r Bwrdd ar gyfer gwella gwasanaethau'r cyfleuster yn y dyfodol;
- (ii) gweledigaeth y Bwrdd Iechyd a phartneriaid ar gyfer gwasanaethau iechyd a gofal cymdeithasol y dyfodol yn ardal Dinbych

10.10am – 10.45am

6 PROSIECT YSBYTY CYMUNED GOGLEDD SIR DDINBYCH

Cael cyflwyniad gan gynrychiolwyr Bwrdd Iechyd Prifysgol Betsi Cadwaladr ar y cynnydd a wnaed hyd yma o ran darparu'r prosiect hwn

10.45am – 11.15am

~~~~~EGWYL 11.15am - 11.30am~~~~~

## **7 PROSIECTAU CYFALAF Y BWRDD IECHYD YN SIR DDINBYCH**

Cael cyflwyniad gan gynrychiolwyr Bwrdd Iechyd Prifysgol Betsi Cadwaladr i roi'r wybodaeth ddiweddaraf i aelodau ar y cynnydd a wnaed hyd yma:

- (i) o ran darparu ystod o brosiectau Bwrdd Iechyd yn Sir Ddinbych; ac
- (ii) o ran datblygiad y Timau Adnoddau Cymunedol

**11.30am – 12pm**

## **8 CYTUNDEB CYLLIDEBAU CYFUN AR GYFER LLETY CARTREFI GOFAL I BOBL HŶN 2019-20 (Tudalennau 13 - 46)**

Ystyried adroddiad ar y cyd gan y Cyfarwyddwr Corfforaethol: Cymunedau, Prif Gyfrifydd, a'r Pennaeth Cydweithio Rhanbarthol (copi ynghlwm) sy'n ceisio sylwadau'r Pwyllgor ar y cynnydd a wnaed yn rhanbarthol mewn perthynas â sefydlu cronfa gyfun ar gyfer llety cartrefi gofal i bobl hŷn.

**12pm – 12.30pm**

## **9 RHAGLEN WAITH CRAFFU (Tudalennau 47 - 66)**

Ystyried adroddiad gan y Cydlynnydd Craffu (copi ynghlwm) yn gofyn am adolygiad o raglen gwaith i'r dyfodol y pwyllgor ac yn diweddarau aelodau ar faterion perthnasol.

**12.30 pm – 12.45 pm**

## **10 ADBORTH GAN GYNRYCHOLWYR PWYLLGORAU**

Derbyn unrhyw ddiweddariadau gan gynrychiolwyr y Pwyllgor ar Fyrddau a Grwpiau amrywiol y Cyngor.

### **AELODAETH**

#### **Y Cynghorwyr**

Y Cynghorydd Jeanette Chamberlain-Jones (Cadeirydd)

Joan Butterfield  
Gareth Davies  
Hugh Irving  
Pat Jones  
Christine Marston

Y Cynghorydd Emrys Wynne (Is-Gadeirydd)

Melvyn Mile  
Peter Scott  
Rhys Thomas  
David Williams

#### **COPIAU I'R:**

Holl Gynghorwyr er gwybodaeth  
Y Wasg a'r Llyfrgelloedd  
Cynghorau Tref a Chymuned

Mae tudalen hwn yn fwriadol wag

DEDDF LLYWODRAETH LEOL 2000

Cod Ymddygiad Aelodau

## DATGELU A CHOFRESTRU BUDDIANNAU

Rwyf i,  
(enw)

\*Aelod /Aelod cyfetholedig o  
(\*dileuer un)

**Cyngor Sir Ddinbych**

**YN CADARNHAU** fy mod wedi datgan buddiant **\*personol / personol a sy'n rhagfarnu** nas datgelwyd eisoes yn ôl darpariaeth Rhan III cod ymddygiad y Cyngor Sir i Aelodau am y canlynol:-  
(\*dileuer un)

Dyddiad Datgelu:

Pwyllgor (nodwch):

Agenda eitem

Pwnc:

Natur y Buddiant:

(Gweler y nodyn isod)\*

Llofnod

Dyddiad

Noder: Rhowch ddigon o fanylion os gwelwch yn dda, e.e. 'Fi yw perchennog y tir sy'n gyfagos i'r cais ar gyfer caniatâd cynllunio a wnaed gan Mr Jones', neu 'Mae fy ngŵr / ngwraig yn un o weithwyr y cwmni sydd wedi gwneud cais am gymorth ariannol'.

Mae tudalen hwn yn fwriadol wag

## PWYLLGOR CRAFFU PARTNERIAETHAU

Cofnodion cyfarfod o'r Pwyllgor Craffu Partneriaethau a gynhaliwyd yn Ystafell Bwllgor 1A, Neuadd Y Sir, Ruthun, Dydd Iau, 7 Tachwedd 2019 am 10.00 am.

### YN BRESENNOL

Y Cyngorwyr Joan Butterfield, Jeanette Chamberlain-Jones (Cadeirydd), Hugh Irving, Pat Jones, Christine Marston, Peter Scott, David Williams a/ac Emrys Wynne (Is-Gadeirydd)

### HEFYD YN BRESENNOL

Prif Weithredwr (JG), Pennaeth Cymunedau a Chwsmeriaid (LG), Pennaeth Gwasanaethau Cymorth Cymunedol (PG), Swyddog Arweiniol – Tai Cymunedol (GD), Rheolwr Gwasanaethau Democrataidd (SP) a Gweinyddwr Pwyllgor (SLW)

### Hefyd yn y cyfarfod:

Gwasanaeth Tân ac Achub Gogledd Cymru:

Shân Morris – Prif Swyddog Cynorthwyol

Kevin Roberts – Prif Swyddog Tân Cynorthwyol

Pippa Hardwick – Rheolwr Cynllunio Cynorthwyol

Clare Budden - Prif Weithredwr Cymdeithas Tai Clwyd Alyn

Cynghorydd Bobby Feeley - yr Aelod Arweiniol Lles ac Annibyniaeth

Cynghorydd Tony Thomas - Aelod Arweiniol Tai a Chymunedau

### 1 YMDDIHEURIADAU

Derbyniwyd ymddiheuriadau am absenoldeb gan y Cyngorwyr Gareth Davies, Melvyn Mile a Rhys Thomas.  
Rhian Evans - Cydlynnydd Craffu

### 2 DATGANIADAU O GYSYLLTIAD

Ni ddatganwyd unrhyw gysylltiad.

### 3 MATERION BRYD FEL Y'U CYTUNWYD GAN Y CADEIRYDD

Ni chodwyd unrhyw faterion bryd.

### 4 COFNODION Y CYFARFOD DIWETHAF

Cyflwynwyd cofnodion cyfarfod y Pwyllgor Archwilio Partneriaethau a gynhaliwyd ar 16 Medi 2019.

Ar y pwynt hwn, canmolodd y Cadeirydd safon y cofnodion gan ddiolch i staff y Pwyllgor.

**PENDERFYNWYD** derbyn a chadarnhau cofnodion y Pwyllgor Craffu Partneriaethau a gynhaliwyd ar 16 Medi 2019 fel cofnod cywir.

## **5 AWDURDOD TÂN AC ACHUB GOGLEDD CYMRU**

Cyflwynodd y Prif Swyddog Cynorthwyol, Shân Morris, y cyflwyniad - Awdurdod Tân ac Achub Gogledd Cymru - Strategaeth yr Amgylchedd a Chynaliadwyedd (dosbarthwyd yn flaenorol). Hefyd yn bresennol o Awdurdod Tân ac Achub Gogledd Cymru (yr Awdurdod) oedd Kevin Roberts, Prif Swyddog Tân Cynorthwyol, a Pippa Hardwick, Rheolwr Cynllunio Corfforaethol.

Eleni, roedd yr Awdurdod wedi bod yn gofyn i awdurdodau lleol am ddatblygu Strategaeth yr Amgylchedd a Chynaliadwy hirdymor. Beth ddylai'r Strategaeth ei chynnwys? Beth ddylai fod yn flaenoriaeth i'r Awdurdod o ran cynllunio ar gyfer yr 20 neu 30 mlynedd nesaf? Pa syniadau sydd gan y Pwyllgor Craffu ar gyfer y gwasanaethau a allai eu darparu yn y degawdau nesaf?

Yn ystod y drafodaeth codwyd y pwyntiau canlynol:

- Cadarnhawyd bod yr Awdurdod wedi gweithio'n agos gydag adrannau gofal cymdeithasol cynghorau, sectorau iechyd a thrydydd sectorau i allu cysylltu â dinasyddion mwyaf diamddiffyn yr ardal. Cafodd 20,000 o wiriadau cartref eu cynnal a nifer y galwadau i fynd allan wedi lleihau o 50% dros y 10 mlynedd diwethaf. Yn ystod gwiriadau cartref, cafodd problemau megis diogelwch a cham-drin domestig eu hatgyfeirio i'r cyngor.

Cynhaliwyd trafodaethau rhwng yr Awdurdod a Gofal a Thrwsio. Mae Gofal a Thrwsio yn elusen sy'n helpu pobl hŷn yng Nghymru i fyw'n annibynnol yn eu cartrefi eu hunain. Maen nhw'n cynnig cymorth ymarferol, o ddarparu addasiadau mawr i'r bobl fwyaf anghenus i gynnig cyngor ac argymhellion i bobl sydd angen gweithwyr proffesiynol dibynadwy i wneud gwaith. Byddai cyfranogiad Gofal a Thrwsio yn galluogi i un sefydliad gynnal nifer o swyddi, a fyddai'n well ar gyfer unigolion diamddiffyn yn ogystal â'r amgylchedd.

- Tynnwyd sylw at gyflogaeth Swyddog Rhostiroedd. Cadarnhawyd y byddai Sir Ddinbych yn debygol o fod yn barod i gynnal y swydd gyda thrafodaethau yn digwydd ar hyn o bryd gyda Chyfoeth Naturiol Cymru ac Awdurdod Tân ac Achub Gogledd Cymru ynghylch cyllid. Hyd yma, doedd dim mwy o wybodaeth o ran pryd y byddai'r swydd Swyddog Rhostiroedd yn cael ei gadarnhau.
- Esboniodd y Prif Weithredwr Bolisi Trydan yn Gyntaf Sir Ddinbych. Pe bai cerbyd ar fin cael ei newid, byddai cerbyd trydan yn dod yn ei le lle bynnag y bo hynny'n bosibl. Cadarnhaodd Shân Morris nad oedd Polisi o'r fath ar waith yn yr Awdurdod. Cytunwyd y dylid rhannu'r Polisi Trydan yn Gyntaf gyda'r Awdurdod i helpu.



- Trefnwyd yr ymateb brys o amgylch 44 o orsafoedd tân ledled Gogledd Cymru gyda fflyd o 54 o beiriannau tân a 35 o offer eraill gan gynnwys unedau diogelu'r amgylchedd, llwyfannau ysgolion awyr, cerbydau mynediad cul, cludwyr ewyn, cychod, achub technegol ac unedau gorchymyn digwyddiadau.  
Cynhaliodd fflyd "gwyn" o dros 100 o gerbydau ar gyfer gwaith nad yw o natur frys hefyd. Gellid newid y fflyd o gerbydau "gwyn" am gerbydau trydan mewn amser, ond ni ellid gwneud yr un fath gyda'r cerbydau "coch".
- Roedd 71% o gyllideb yr Awdurdod ar gyfer costau gweithwyr. 20% yn gostau di-dâl. 10% ar gyllid cyfalaf a chyfwerth ag 1% yn dod drwy incwm.
- Sut y gallai newid hinsawdd effeithio ar adnoddau – mae asesiad risg eto i'w gynnal o ran sut y gallai newid hinsawdd effeithio ar adnoddau.  
Roedd cynllun peilot ar fin dechrau ar gyfer mesur yr ôl troed carbon. Roedd yr Ymgynghorwyr, Etha, yn ymwybodol o'r problemau a'r anawsterau.

Esboniodd y Cynghorydd Joan Butterfield am banel newydd a ffurfiwyd yn Sir Ddinbych, y Gweithgor Newid Hinsawdd ac Argyfwng Ecolegol. Gofynnodd y Prif Swyddog Cynorthwyol Morris am gael golwg ar weithgareddau a mentrau'r Grŵp. Roedd posibilrwydd y gellid rhannu gwybodaeth trwy gyfarfodydd y Bwrdd Gwasanaethau Cyhoeddus.

- Nid oedd cyllid ar gael i'r Awdurdod i ddarparu monitorau Carbon Monocsid ond roedd Gofal a Thrwsio yn gallu eu darparu i unigolion diamddiffyn.
- O ran adeiladau uchel, cadarnhawyd bod llwyfannau ysgolion awyr wedi'u lleoli mewn ardaloedd yng Ngogledd Cymru er mwyn iddyn nhw allu mynd i unrhyw ddigwyddiad o fewn 30 munud.  
Roedd y "Polisi Aros Yno" wedi gweithio'n dda ers blynnyddoedd lawer ond nid oedd wedi gweithio ym mloc twr Grenville oherwydd y cladin a'r ffenestri. Roedd gwaith yn mynd yn ei flaen yn barhaus gyda Rheolwyr Adeiladau ac roedd cynlluniau gadael ar waith.

Ar y pwynt hwn, diolchodd y Pwyllgor i Awdurdod Tân ac Achub Gogledd Cymru am yr holl waith yr oedden nhw wedi ei wneud.

#### **PENDERFYNWYD:**

- *Bod y Pwyllgor Craffu Partneriaeth yn nodi Strategaeth Amgylchedd a Chynaliadwyedd Awdurdod Tân ac Achub Gogledd Cymru*
- *Gofyn i Awdurdod Tân ac Achub Gogledd Cymru ystyried swydd Swyddog Rhostir gyda Chyfoeth Naturiol Cymru a Chyngor Sir Dinbych*
- *Rhannu Gweithgarwch Corfforaethol - Polisi Trydan yn Gyntaf gydag Awdurdod Tân ac Achub Gogledd Cymru*
- *Rhannu model newid hinsawdd a gwybodaeth am waith ymateb brys gydag Awdurdod Tân ac Achub Gogledd Cymru.*

## **6 CYLLIDEBAU CEFNOGAETH AR GYFER POBL AG ANGHENION CYMORTH A GOFAL CYMWYS**

Cyflwynodd yr Aelod Arweiniol dros Les ac Annibyniaeth, y Cynghorydd Bobby Feeley, yr adroddiad Cyllidebau Cymorth i Bobl ag Anghenion Gofal a Chefnogaeth Cymwys (a ddsbarthwyd yn flaenorol) i roi sicrwydd o gyflawniad yn erbyn blaenoriaeth gorfforaethol y Cyngor sy'n ymwneud â chreu cymunedau cryf a chyflawni amcanion Deddf Gwasanaethau Cymdeithasol a Llesiant 2014.

Roedd cyllidebau cymorth yn rhan o newid sylfaenol ym mholisi ac ymarfer gofal cymdeithasol, yn gofyn am newid arwyddocaol i systemau, prosesau, diwylliant ac ymarfer ym maes gofal cymdeithasol oedolion.

Roedd Cyllidebau Cymorth yn galluogi i ddinasyddion ddeall faint yw cost eu gofal, gan ganiatáu iddynt weithio gydag awdurdodau lleol i gytuno ar y defnydd mwyaf effeithiol ac effeithlon o adnoddau.

Ar ôl cytuno ar y deilliannau cymwys, bydd yr asesydd a'r dinesydd yn defnyddio'r Olwyn Adnoddau - proses lle maen nhw'n cytuno pa ofal a chymorth oedd ar gael drwy'r asedau ar gael iddynt e.e. eu teulu, yr eglwys, ffrindiau, grwpiau cymunedol a sefydliadau gwirfoddol.

Yn ystod trafodaethau manwl, codwyd y pwyntiau canlynol:

- Cadarnhawyd bod pob sefyllfa wedi'i hasesu yn ôl ei haeddiant ei hun.
- Byddai gwaith monitro'r cynllun gofal a reolir yn cael ei wneud trwy adolygiadau rheolaidd.
- O ran bod y system yn fwy cost effeithiol, eglurodd Pennaeth y Gwasanaethau Cymorth Cymunedol nad oedd y cyllidebau wedi'u gwahanu ar hyn o bryd, ond byddai'n cysylltu â'r adran gyllid i ddarganfod a ellid hwyluso dadansoddiad.
- Roedd llyw-wyr cymunedol yn gyswllt â'r gwasanaethau cymdeithasol ac roedd disgwyl hefyd i staff Sir Ddinbych sy'n gweithio yn y gymuned sianelu a nodi unrhyw bobl sydd angen cymorth.
- Mae gan Sir Ddinbych berthynas waith dda gyda CAB, sy'n is-gontractio i'r Siop Cyngor Budd-daliadau.

***PENDERFYNWYD***, yn amodol ar yr uchod, bod y Pwyllgor Craffu Partneriaethau yn cydnabod y cynnydd sy'n cael ei wneud o ran datblygu, hyrwyddo a lledaenu cyllidebau cymorth i bobl sy'n gymwys i'w cael.

**Ar y pwynt hwn (11.30 am) cafwyd egwyl o 10 munud.**

**Ailddechreuodd y cyfarfod am 11.40am.**

## **7 UN LLWYBR MYNEDIAD AT DAI (SARTH)**

Cyflwynodd yr Aelod Arweiniol dros Dai a Chymunedau yr adroddiad Un Llwybr Mynediad at Dai (SARTH) (a ddsbarthwyd yn flaenorol) i fanylu ar weithrediad SARTH sy'n delio â sut caiff ceisiadau am dai cymdeithasol eu rheoli.

SARTH yw “Un Llwybr Mynediad at Dai”, sef yr enw a roddir ar y polisi Dyrannu Tai Cyffredin rhwng cynghorau Sir Ddinbych, Sir Y Fflint a Chonwy, ynghyd â'r Cymdeithasau Tai (Landlordiaid Cymdeithasol Cofrestredig) sydd yn gweithredu yn y siroedd hyn.

Roedd y polisi yn sicrhau bod dyraniadau tai cymdeithasol yn cael eu darparu yn unol â'r ddeddfwriaeth tai (Deddf Tai 1996, Tai (Cymru) 2014) a Chod Canllawiau ar gyfer Dyrannu Llety. Roedd hyn yn angenrheidiol i liniaru'r risg o her gyfreithiol ond hefyd i sicrhau y dyrannwyd tai i'r rhai sydd â'r angen fwyaf.

Cafodd gweithrediad cyffredinol y polisi ei fonitro gan Grŵp Llywio Rhanbarthol a oedd yn cynnwys Cyngor Conwy, Sir Ddinbych, Sir y Fflint a Landlordiaid Cymdeithasol Cofrestredig.

Tra roedd y polisi yn bartneriaeth ar y cyd rhwng y 3 sir, roedd darparu'r gofrestr tai cyffredin yn gyfrifoldeb unigol i bob sir. Yn Sir Ddinbych, roedd un cofrestr ar gyfer yr holl dai cymdeithasol sy'n cael eu gosod gan y cyngor, a'r 6 Landlord Cymdeithasol Cofrestredig sydd yn gweithredu o fewn Sir Ddinbych.

O ran darpariaeth weithredol cofrestr gyffredin Sir Ddinbych, gwnaed penderfyniad ym mis Medi 2016 i fynd mewn partneriaeth â Chyngor Sir y Fflint, gan eu bod eisoes yn darparu'r gwasanaeth ac wedi bod drwy'r broses o newid sylweddol i sicrhau gweithrediad didrafferth o'r gwasanaeth.

Roedd y gwasanaeth yn cynnwys ymdrin â dros 300 o alwadau yr wythnos. Cafodd achosion eu cyfeirio'n aml at wasanaethau eraill megis Atal Digartrefedd, Gorfodi Tai, Tai Teg a gwasanaethau cynnal hefyd. Roedd ymdrin â galwadau a gohebiaeth ysgrifenedig yn cynnwys brand Sir Ddinbych a nid oedd cwsmeriaid yn ymwybodol o leoliad y staff.

Roedd cost cyflwyno'r bartneriaeth yn llai na'r gost i ddarparu'r gwasanaeth yn unig. Y gost flynyddol gyfredol i Sir Ddinbych oedd £52k.

Cafodd perfformiad a'r weithred o gytundeb partneriaeth gyda Sir y Fflint ei fonitro i sicrhau bod safonau gwasanaeth yn cael eu darparu a'u cynnal gan gynnwys perfformiad ateb galwadau.

Cadarnhaodd Prif Weithredwr Cymdeithas Tai Clwyd Alyn, Clare Budden fod llety yn brin a bod diffyg llety yn arbennig ar gyfer pobl ifanc sengl. Roedd Clwyd Alyn wedi derbyn cyllid adfywio gan Lywodraeth Cymru ac roeddent yn y broses o wagio cartrefi yn Stryd Edward Henry, Y Rhyl, yn barod ar gyfer dymchwel ac adeiladu eiddo newydd.

Rhodddwyd crynodeb byr o'r prosiectau yr oedd Clwyd Alyn wedi'u cynnal mewn gwahanol feysydd yn ddiweddar.

Cadarnhawyd bod y cais am dai yn wasanaeth ffôn a oedd yn broses haws i ymgeiswyr. Atebwyd y rhif ffôn ar gyfer SARTH gan bobl a oedd yn arbenigwyr technegol ac, felly, hwn oedd y rhif gorau i bobl ei ffonio i siarad ynghylch opsiynau ar gyfer tai.

Os oedd gan unrhyw un ddiddordeb mewn cydberchnogaeth, Tai Teg oedd y sefydliad i gysylltu ag o. Byddai llinell ffôn SARTH yn gofyn yr holl gwestiynau perthnasol i ddarganfod p'un a oedd gan yr ymgeisydd ddiddordeb mewn rhentu eiddo neu gyd-berchnogaeth ac yna byddent yn cael eu cyfeirio at y person/sefydliad gorau i'w cynorthwyo.

Diolchodd y Pwyllgor Craffu Partneriaethau i'r swyddogion ac yn enwedig Prif Weithredwr Cymdeithas Tai Clwyd Alyn am fynychu'r cyfarfod a darparu cymaint o wybodaeth werth chweil.

**PENDERFYNWYD** bod y Pwyllgor Craffu Partneriaethau yn nodi cynnwys yr adroddiad.

## **8 RHAGLEN GWAITH I'R DYFODOL**

Cyflwynodd y Rheolwr Gwasanaethau Democrataidd adroddiad (a ddisbarthwyd yn flaenorol) yn gofyn i'r Aelodau adolygu Rhaglen Waith y Pwyllgor, gan roi diweddariad ar faterion perthnasol.

19 Rhagfyr 2019 - Aelod Arweiniol, gwahodd y Cynghorydd Bobby Feeley i fynychu.

Cadarnhaodd pawb a oedd yn bresennol y cynrychiolwyr ar y Grwpiau Her Gwasanaeth.

**PENDERFYNWYD:**

- (i) cymeradwyo'r rhaglen gwaith i'r dyfodol fel ag y mae yn Atodiad 1 i'r adroddiad;
- (ii) Cadarnhaodd y Pwyllgor Craffu Partneriaeth y cynrychiolwyr ar y Grwpiau Her Gwasanaeth

## **9 ADBORTH GAN GYNRYCHIOLWYR PWYLLGORAU**

Cadarnhaodd y Cynghorydd Peter Scott ei fod wedi mynychu cyfarfod Grŵp Monitro Safonau Ysgolion yn Ysgol St. Brigid's yn Ninbych, a aeth yn dda iawn.

**Daeth y cyfarfod i ben am 12:50 p.m.**

|                                |                                                                                                                                                                                                             |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Adroddiad i'r</b>           | <b>Pwyllgor Craffu Partneriaethau</b>                                                                                                                                                                       |
| <b>Dyddiad y Cyfarfod</b>      | <b>19 Rhagfyr 2019</b>                                                                                                                                                                                      |
| <b>Aelod/Swyddog Arweiniol</b> | <b>Y Cynghorydd Bobby Feeley, Aelod Arweiniol Lles ac Annibyniaeth</b>                                                                                                                                      |
| <b>Awdur yr Adroddiad</b>      | <b>Bethan Jones Edwards, Pennaeth Cydweithio Rhanbarthol/<br/>Steve Gadd, Pen Gyfrifydd/ Nicola Stubbins, Cyfarwyddwr<br/>Corfforaethol: Cymunedau (Cyfarwyddwr Statudol<br/>Gwasanaethau Cymdeithasol)</b> |
| <b>Teitl</b>                   | <b>Cytundeb Cyllideb Gyfun ar gyfer Llety Cartrefi Gofal i Bobl Hŷn 2019-20</b>                                                                                                                             |

## **1. Am beth mae'r adroddiad yn sôn?**

### **Cyllideb gyfun ranbarthol ar gyfer llety cartrefi gofal.**

- 1.1. Mae camau wedi cael eu cymryd bellach yn rhanbarthol i sicrhau cydymffurfiaeth â'r gofyniad o fewn Deddf Gwasanaethau Cymdeithasol a Llesiant (Cymru) 2014 i sefydlu a chynnal cyllid cyfun ar gyfer swyddogaethau llety cartrefi gofal i bobl hŷn.
- 1.2. Cafodd y Cabinet adroddiad ar gynnydd ym mis Gorffennaf 2019 ynghylch sefydlu un gronfa gyfun cyfran ranbarthol sydd ddim yn rhannu risg ar gyfer swyddogaethau llety cartrefi gofal i'w gynnal gan Gyngor Sir Ddinbych am gyfnod o dair blynedd.

## **2. Beth yw'r rheswm dros lunio'r adroddiad hwn?**

### **Rhoi diweddariad i'r aelodau ar gynnydd a wnaed**

- 2.1. Rhoddwyd trefniadau mewn lle ar gyfer y 6 Awdurdodau Lleol a'r Bwrdd Iechyd i geisio cymeradwyaeth i fynd i gytundeb â threfniant cyllideb gyfun. Y bwriad oedd bod y trosglwyddiad cyntaf o gyllid yn digwydd yn Chwarter 2 2019/20.

- 2.2. Derbyniwyd cadarnhad gan bob Awdurdod Lleol o'r cymeradwyaeth a gafwyd i fynd i mewn i'r trefniant cyllideb gyfun a llofnodion yn datblygu i'r cytundeb cyfreithiol. Mae'r cytundeb hwn yn rhoi diogelwch i Gyngor Sir Ddinbych fel yr 'awdurdod cynnal' y cyllideb gyfun.
- 2.3. Cafodd y broses cymeradwyo o fewn y Bwrdd Iechyd ei oedi a arweiniodd at fethu â throsglwyddo cyllid y tro cyntaf, mae cymeradwyaeth mewn lle a'r bwriad yw trosglwyddo o Chwarter 3.
- 2.4. Mae trefniadau mewn ar gyfer trosglwyddiad cyllid Chwarter 3 i'w brosesu ar gyfer mis Ionawr 2020 a cheisir cadarnhad a oes angen trosglwyddo cyllid o edrych yn ôl i'r rhai yn Chwarter 1 a 2.
- 2.5. Comisiynodd Llywodraeth Cymru adolygiad o drefniadau cyllideb gyfun sydd mewn lle ar gyfer llety cartrefi gofal, cyflawnwyd hwn gan KPMG. Mynychodd swyddogion Cyngor Sir Ddinbych y cyfarfod adolygu ynghyd â swyddogion y Bwrdd Iechyd. Hyd yma, nid oes unrhyw adborth neu adroddiad ar yr adolygiad hwn ar gael.

### **3. Beth yw'r Argymhellion?**

Bod:

- 3.1. Aelodau yn ystyried y wybodaeth a ddarparwyd a rhoi sylw ar y cynnydd a wnaethpwyd yn rhanbarthol i fodloni'r gofynion o fewn Rhan 9 Deddf Gwasanaethau Cymdeithasol a Llesiant (Cymru) 2014 sydd yn gofyn am gyllid cyfun rhanbarthol i'w sefydlu ar gyfer llety cartref gofal i bobl hŷn.
- 3.2. Aelodau i gadarnhau eu bod wedi darllen, deall ac ystyried yr Asesiad o Effaith ar Les sy'n amgaaedig yn Atodiad 1.
- 3.3. Mae Aelodau yn cael eu sicrhau bod pob partner yn llofnodi'r cytundeb cyllidebau cyfun cyfreithiol yn Atodiad 2, bod Cyngor Sir Ddinbych, fel 'awdurdod cynnal' i'r gronfa gyda diogelwch priodol mewn lle i ddiogelu ei hun o risgiau ariannol ac enw da.
- 3.4. Aelodau yn derbyn sicrhau fod y Cyngor, drwy fynd i mewn a chydymffurfio â chyfuno cyllidebau cartref gofal, yn cydymffurfio â'r ddeddfwriaeth dan Adran 9 Deddf Gwasanaethau Cymdeithasol a Llesiant (Cymru) 2014.

- 3.5. Cyngor Sir Ddinbych yn parhau i weithio gyda phartneriaid i ddarparu gwasanaethau di-dor, wedi ffocysu ar ddefnyddiwr gwasanaeth i'w ddinasyddion mewn partneriaeth ag Awdurdodau Lleol eraill a'r Bwrdd Iechyd drwy'r trefniadau cyllideb gyfun ac yn ehangach drwy waith y Bwrdd Partneriaeth.

## **4. Manylion yr Adroddiad**

- 4.1. Bydd yr Aelodau'n ymwybodol fod Rhan 9 Deddf 2014 yn amodi bod rhaid sefydlu Byrddau Partneriaeth Rhanbarthol. Bydd y Byrddau hyn yn dod ag iechyd, gwasanaethau cymdeithasol, y trydydd sector a phartneriaid eraill ynghyd i ddatblygu integreiddiad effeithiol iechyd a gwasanaethau cymdeithasol. Er y bydd gan y Byrddau Partneriaeth Rhanbarthol gyfrifoldebau strategol a goruchwyllo mewn perthynas â hyrwyddo'r defnydd o drefniadau'r gronfa gyfun, cyfrifoldeb y partneriaid eu hunain yw sefydlu, datblygu a gweithredu unrhyw drefniadau cyllideb gyfun.
- 4.2. Bydd Aelodau yn cofio bod Cytundeb Integreiddio Rhanbarthol wedi'i ardystio'n flaenorol gan Gyngor Sir Ddinbych a'r Awdurdodau Lleol eraill a'r Bwrdd Iechyd. Mae hyn yn nodi dull y partneriaid o weithio'n integredig a darparu fframwaith sy'n amlinellu sut y gellir cyflawni integreiddiad yn y rhanbarth gan gynnwys cyfuno unrhyw gronfeydd. Mae'r cytundeb cronfa cyfun hwn yn un o'r meysydd a nodwyd i integreiddio a chyfuno cronfeydd o fewn y Cytundeb Integreiddio.
- 4.3. Nid yw'r trefniant cyllideb gyfun yn rhannu risg. Ni fydd unrhyw swyddogaethau'n cael eu dirprwyo fel rhan o'r trefniant hwn. Golyga hyn y bydd pob partner yn cadw cyfrifoldeb unigol llawn am gyflawni eu dyletswyddau statudol o ran comisiynu a darparu gwasanaethau llety cartrefi gofal. Mae cyllideb a gwariant yn parhau yn brif gyfrifoldeb i bob partner unigol.
- 4.4. Bydd adroddiadau chwarterol ar drefniadau cyllideb gyfun ar gael i'r Bwrdd Partneriaeth Rhanbarthol ac i bob sefydliad partner unigol.

## **5. Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?**

- 5.1. Mae'r Cyngor yn gweithio gyda phobl a chymunedau i gynyddu annibyniaeth a chadernid

5.2. Mae pawb yn cael eu cefnogi i fyw mewn cartrefi sy'n diwallu eu hanghenion

5.3. Man lle bydd pobl iau am fyw a gweithio ynddo, a bod ganddynt y sgiliau i wneud hynny

## **6. Beth fydd cost hyn a beth fydd ei effaith ar wasanaethau eraill?**

6.1. Mae costau i gynnal a rheoli'r trefniant cyllideb gyfun yn cael ei fodloni drwy gyllid sydd ar gael i'r Tîm Cydweithio Rhanbarthol, drwy Grantiau Llywodraeth Cymru neu gyfraniadau partner. Mae'r Tîm Cydweithio Rhanbarthol yn cael ei gynnal yng Nghyngor Sir Ddinbych.

## **7. Beth yw prif gasgliadau'r Asesiad o'r Effaith ar Les?**

7.1. Mae'r trefniant cyllideb gyfun yn fater proses a ni ddylai gael unrhyw effaith ar y trefniadau cyfredol sydd gan bob partner gyda'u cartrefi gofal.

## **8. Pa ymgynghoriadau a gynhaliwyd gyda'r Pwyllgorau Craffu ac eraill?**

8.1 Mae'r Pwyllgor Craffu wedi cael adroddiadau diweddarau ar y dyddiadau canlynol: 6 Ebrill 2017; 2 Tachwedd 2017; 28 Mehefin 2019.

8.2 Mae Cyfarwyddwr Gwasanaethau Cymdeithasol wedi adrodd ar gynnydd yn y Bwrdd Partneriaeth Rhanbarthol yn rheolaidd, a'r adroddiad diwethaf oedd ym mis Mehefin 2019.

## **9. Datganiad y Prif Swyddog Cyllid**

9.1. Mae datblygu cronfa nad yw'n rhannu risg i gynnwys trafodion ariannol yn cael ei gynnig er mwyn bodloni gofynion deddfwriaethol.

## **10. Pa risgiau sydd ac a oes unrhyw beth y gallwn ei wneud i'w lleihau?**

10.1. Mae'r cytundeb cyfreithiol gyda phob sefydliad partner yn darparu fframwaith sy'n cynnig cysondeb, eglurder a diogelwch i bob Partner mewn perthynas â sefydlu, gweithredu a llywodraethu'r gronfa gyfun, na fydd, ar hyn o bryd, yn rhannu risg. Mae'r Cytundeb yn para am gyfnod o 3 blynedd o'i gychwyn ac felly bydd angen i'r trefniadau gael eu hadolygu'n drylwyr cyn diwedd y tymor o 3 blynedd.



## **11. Pŵer i wneud y Penderfyniad**

11.1. Adrannau 1660167 Deddf Gwasanaethau Cymdeithasol a Llesiant (Cymru) 2014

11.2. Rheoliadau Trefniadau Partneriaeth (Cymru) 2015

11.3. Rhan 9 Canllawiau Statudol (Partneriaeth ac Integreiddio)

11.4. Adran 2 Deddf Llywodraeth Leol 2000

11.5. Rôl y Pwyllgor Craffu Partneriaethau yw sicrhau bod buddion, adnoddau a blaenoriaethau'r Cyngor yn cael eu hadlewyrchu yng ngwaith y partneriaethau sydd yn cynnwys y Cyngor, a amlinellir yn Adran 7.3 Cyfansoddiad y Cyngor, tra bo Adran 7.4.2(b) yn amodi pwerau'r Pwyllgor Craffu o ran edrych ar faterion sy'n berthnasol i berfformiad.

Mae tudalen hwn yn fwriadol wag

# Regional Pooled budget financial agreement and process

## Well-being Impact Assessment Report


This report summarises the likely impact of the proposal on the social, economic, environmental and cultural well-being of Denbighshire, Wales and the world.

|                                                  |                                                                                                                                                                                                                |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Assessment Number:                               | 671                                                                                                                                                                                                            |
| Brief description:                               | Welsh Government, within Part 9 of the Social Services and Well-Being (Wales) Act 2014 requires each region to have a pooled budget arrangement for Care Home accommodation functions on a regional footprint. |
| Date Completed:                                  | 08/07/2019 13:12:44 Version: 1                                                                                                                                                                                 |
| Completed by:                                    | Nicola Stubbins                                                                                                                                                                                                |
| Responsible Service:                             | Community Support Services                                                                                                                                                                                     |
| Localities affected by the proposal:             | Whole County,                                                                                                                                                                                                  |
| Who will be affected by the proposal?            | No one residing within these homes will be affected. This is a process matter and those affected will be within the back office functions of this process i.e. finance/legal                                   |
| Was this impact assessment completed as a group? | Yes                                                                                                                                                                                                            |

# IMPACT ASSESSMENT SUMMARY AND CONCLUSION

Before we look in detail at the contribution and impact of the proposal, it is important to consider how the proposal is applying the sustainable development principle. This means that we must act "in a manner which seeks to ensure that the needs of the present are met without compromising the ability of future generations to meet their own needs."

## Score for the sustainability of the approach

 ( 2 out of 4 stars ) Actual score : 17 / 30.

## Implications of the score

The setting up and arrangement of a pooled budget for care home accommodation should not have any impact at all on those who are living in the accommodation. It is a welsh government requirement that regions enter into such an agreement; the pooling of funds in a non-risk sharing way as here, will not have a positive nor a negative effect on individuals who live in the homes.

## Summary of impact

Well-being Goals

A prosperous Denbighshire

A resilient Denbighshire

A healthier Denbighshire

A more equal Denbighshire

A Denbighshire of cohesive communities

A Denbighshire of vibrant culture and thriving Welsh language

A globally responsible Denbighshire

Neutral

Neutral

Positive

Neutral

Neutral

Neutral

Neutral



## Main conclusions

The introduction of a regional pooled budget is a process matter and should not have any impact on the current arrangements that each partner has with its care homes.

## Evidence to support the Well-being Impact Assessment

- We have consulted published research or guides that inform us about the likely impact of the proposal
- We have involved an expert / consulted a group who represent those who may affected by the proposal
- We have engaged with people who will be affected by the proposal

# THE LIKELY IMPACT ON DENBIGHSHIRE, WALES AND THE WORLD

## A prosperous Denbighshire

|                                 |                                                                                                                                                                                             |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Overall Impact</b>           | Neutral                                                                                                                                                                                     |
| <b>Justification for impact</b> | Setting up of this pooled budget will be an internal process matter whereby a regional pooled budget will be created. Denbighshire County Council will be the host authority for this pool. |
| <b>Further actions required</b> | There should be no negative impact on those who reside in care homes with the setting up of this pooled budget. The impact is on back office functions.                                     |

### Positive impacts identified:

|                                                             |                                                                                                    |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>A low carbon society</b>                                 |                                                                                                    |
| <b>Quality communications, infrastructure and transport</b> |                                                                                                    |
| <b>Economic development</b>                                 |                                                                                                    |
| <b>Quality skills for the long term</b>                     | Denbighshire will be the host for the pool, this will require a skilled officer to manage the work |
| <b>Quality jobs for the long term</b>                       | Denbighshire will host the pool and will require officer capacity to manage                        |
| <b>Childcare</b>                                            |                                                                                                    |

### Negative impacts identified:

|                                                             |  |
|-------------------------------------------------------------|--|
| <b>A low carbon society</b>                                 |  |
| <b>Quality communications, infrastructure and transport</b> |  |
| <b>Economic development</b>                                 |  |
| <b>Quality skills for the long term</b>                     |  |
| <b>Quality jobs for the long term</b>                       |  |
| <b>Childcare</b>                                            |  |

## A resilient Denbighshire

|                                 |                                                                            |
|---------------------------------|----------------------------------------------------------------------------|
| <b>Overall Impact</b>           | Neutral                                                                    |
| <b>Justification for impact</b> | This is a proposal for the establishment of a pooled budget for care homes |

|                                 |                                     |
|---------------------------------|-------------------------------------|
| <b>Further actions required</b> | Refer to the partnership agreement. |
|---------------------------------|-------------------------------------|

**Positive impacts identified:**

|                                                               |  |
|---------------------------------------------------------------|--|
| <b>Biodiversity and the natural environment</b>               |  |
| <b>Biodiversity in the built environment</b>                  |  |
| <b>Reducing waste, reusing and recycling</b>                  |  |
| <b>Reduced energy/fuel consumption</b>                        |  |
| <b>People's awareness of the environment and biodiversity</b> |  |
| <b>Flood risk management</b>                                  |  |

**Negative impacts identified:**

|                                                               |  |
|---------------------------------------------------------------|--|
| <b>Biodiversity and the natural environment</b>               |  |
| <b>Biodiversity in the built environment</b>                  |  |
| <b>Reducing waste, reusing and recycling</b>                  |  |
| <b>Reduced energy/fuel consumption</b>                        |  |
| <b>People's awareness of the environment and biodiversity</b> |  |
| <b>Flood risk management</b>                                  |  |

**A healthier Denbighshire**

|                                 |                                                                                                                                                                                                                                                                                      |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Overall Impact</b>           | Positive                                                                                                                                                                                                                                                                             |
| <b>Justification for impact</b> | pooling of the budgets for care homes will not affect the current provision of services to meet the needs to individuals living within them. This is happening from the work that is being undertaken around commissioning and quality management of care homes across the partners. |
| <b>Further actions required</b> | There should be no negative impact, care homes are monitored on the quality of their services.                                                                                                                                                                                       |

**Positive impacts identified:**

|                                                                                           |                                                                     |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>A social and physical environment that encourage and support health and well-being</b> | Placements within the care homes provide this.                      |
| <b>Access to good quality, healthy food</b>                                               | For those placed in care homes                                      |
| <b>People's emotional and mental well-being</b>                                           | For those residing in the care homes                                |
| <b>Access to healthcare</b>                                                               | Is available to those living in care homes and will not be affected |
| <b>Participation in leisure opportunities</b>                                             | As currently within these settings                                  |

### Negative impacts identified:

|                                                                                           |  |
|-------------------------------------------------------------------------------------------|--|
| <b>A social and physical environment that encourage and support health and well-being</b> |  |
| <b>Access to good quality, healthy food</b>                                               |  |
| <b>People's emotional and mental well-being</b>                                           |  |
| <b>Access to healthcare</b>                                                               |  |
| <b>Participation in leisure opportunities</b>                                             |  |

### A more equal Denbighshire

|                                 |                                                                                                               |
|---------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>Overall Impact</b>           | Neutral                                                                                                       |
| <b>Justification for impact</b> | The pooled budget arrangement should not have any impact whatsoever on the individuals who reside within them |
| <b>Further actions required</b> | Refer to the partnership agreement                                                                            |

### Positive impacts identified:

|                                                                                                                                                                                                                                                                       |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Improving the well-being of people with protected characteristics. The nine protected characteristics are: age; disability; gender reassignment; marriage or civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation</b> |  |
| <b>People who suffer discrimination or disadvantage</b>                                                                                                                                                                                                               |  |
| <b>Areas with poor economic, health or educational outcomes</b>                                                                                                                                                                                                       |  |
| <b>People in poverty</b>                                                                                                                                                                                                                                              |  |

**Negative impacts identified:**

|                                                                                                                                                                                                                                                                       |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Improving the well-being of people with protected characteristics. The nine protected characteristics are: age; disability; gender reassignment; marriage or civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation</b> |  |
| <b>People who suffer discrimination or disadvantage</b>                                                                                                                                                                                                               |  |
| <b>Areas with poor economic, health or educational outcomes</b>                                                                                                                                                                                                       |  |
| <b>People in poverty</b>                                                                                                                                                                                                                                              |  |

**A Denbighshire of cohesive communities**

|                       |         |            |
|-----------------------|---------|------------|
| <b>Overall Impact</b> | Neutral | Tudalen 24 |
|-----------------------|---------|------------|



|                                 |                                                                                                                     |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Justification for impact</b> | Creating the pooled budget is a process issue and should not have any impact at all on those receiving the services |
| <b>Further actions required</b> | Refer to the partnership agreement                                                                                  |

**Positive impacts identified:**

|                                               |  |
|-----------------------------------------------|--|
| <b>Safe communities and individuals</b>       |  |
| <b>Community participation and resilience</b> |  |
| <b>The attractiveness of the area</b>         |  |
| <b>Connected communities</b>                  |  |
| <b>Rural resilience</b>                       |  |

**Negative impacts identified:**

|                                               |  |
|-----------------------------------------------|--|
| <b>Safe communities and individuals</b>       |  |
| <b>Community participation and resilience</b> |  |
| <b>The attractiveness of the area</b>         |  |
| <b>Connected communities</b>                  |  |
| <b>Rural resilience</b>                       |  |

**A Denbighshire of vibrant culture and thriving Welsh language**

|                                 |                                                                                               |
|---------------------------------|-----------------------------------------------------------------------------------------------|
| <b>Overall Impact</b>           | Neutral                                                                                       |
| <b>Justification for impact</b> | This is a process matter and should not have any impact at all on those receiving the service |
| <b>Further actions required</b> | Refer to the partnership agreement                                                            |

**Positive impacts identified:**

|                                     |  |
|-------------------------------------|--|
| <b>People using Welsh</b>           |  |
| <b>Promoting the Welsh language</b> |  |
| <b>Culture and heritage</b>         |  |

**Negative impacts identified:**

|                                     |  |
|-------------------------------------|--|
| <b>People using Welsh</b>           |  |
| <b>Promoting the Welsh language</b> |  |
| <b>Culture and heritage</b>         |  |

## A globally responsible Denbighshire

|                                 |                                           |
|---------------------------------|-------------------------------------------|
| <b>Overall Impact</b>           | Neutral                                   |
| <b>Justification for impact</b> | No change to current                      |
| <b>Further actions required</b> | There should not be any negative impacts. |

**Positive impacts identified:**

|                                                                  |  |
|------------------------------------------------------------------|--|
| <b>Local, national, international supply chains</b>              |  |
| <b>Human rights</b>                                              |  |
| <b>Broader service provision in the local area or the region</b> |  |

**Negative impacts identified:**

|                                                                  |  |
|------------------------------------------------------------------|--|
| <b>Local, national, international supply chains</b>              |  |
| <b>Human rights</b>                                              |  |
| <b>Broader service provision in the local area or the region</b> |  |



CYDWEITHREDFA GWELLA GWASANAETHAU  
GOFAL A LLESIANT **GOGLEDD CYMRU**

**NORTH WALES SOCIAL CARE AND WELL-BEING  
SERVICES IMPROVEMENT COLLABORATIVE**

## Appendix 2

**DATED** \_\_\_\_\_ **2019**

**Conwy County Borough COUNCIL**

and

**Denbighshire County COUNCIL**

and

**Flintshire County COUNCIL**

and

**Gwynedd COUNCIL**

and

**Ynys Mon County COUNCIL**

and

**Wrexham County Borough COUNCIL**

and

**Betsi Cadwaladr University HEALTH BOARD**

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**PARTNERSHIP AGREEMENT REGULATING THE POOLING OF FUNDS  
FOR CARE HOME ACCOMMODATION FUNCTIONS FOR OLDER PEOPLE**

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**SCHEDULE 1: PAYMENTS TO AND FROM THE POOLED FUND**

**THIS AGREEMENT is dated**

**day of**

**2019**

## **PARTIES**

- 2.1 CONWY COUNTY BOROUGH COUNCIL of Bodlondeb, Conwy, LL32 8DU (“CCBC”)
- 2.2 DENBIGHSHIRE COUNTY COUNCIL of County Hall, Wynnstay Road, Ruthin, Denbighshire, LL15 1YN (“DCC”)
- 2.3 FLINTSHIRE COUNTY COUNCIL of County Hall, Mold, Flintshire, CH7 6NB (“FCC”)
- 2.4 GWYNEDD COUNCIL of Council Offices, Shirehall Street, Caernarfon, Gwynedd, LL55 1SH (“GC”)
- 2.5 ISLE OF ANGLESEY COUNTY COUNCIL of Council Offices, Llangefni, Anglesey, LL77 7TW (“IOACC”)
- 2.6 WREXHAM COUNTY BOROUGH COUNCIL of the Guildhall, Wrexham, LL11 1AY (“WCBC”)
- 2.7 BETSI CADWALADR UNIVERSITY HEALTH BOARD of Ysbyty Gwynedd, Penrhosgarnedd, Bangor, Gwynedd, LL57 2PW (“the Health Board”)

## **BACKGROUND**

- (A) By way of background the North Wales Regional Partnership Board (“the Regional Partnership Board”) comprising of CCBC, DCC, FCC, GC, IOACC, WCBC and the Health Board was established pursuant to statutory regulations made under Sections 166-169 of the Social Services and Well-being (Wales) Act 2014 (“the SSWB Act”). These constitute the ‘Partnership Bodies’ as defined in Regulation 1 of Partnership Arrangements (Wales) Regulations 2015 (as amended) (“the Partnership Regulations”) made under the SSWB Act and they are also the Parties to this Agreement.
- (B) Pursuant to Regulation 10(c) of the Partnership Regulations the Regional Partnership Board has as one of its objectives the need to ‘promote the establishment of pooled funds where appropriate’. Pursuant to Regulation 19(1)(a), the Partnership Bodies are under a statutory requirement to establish and maintain a pooled fund in relation to the exercise of their care home accommodation functions. This statutory requirement came into force on 6 April 2018.
- (C) Accordingly, in furtherance of its obligations under Regulation 19(1)(a) of the Partnership Regulations, the Partners wish to establish a pooled fund as detailed in this Agreement. For the purposes of this Agreement, DCC has agreed to act as the Host Authority on behalf of itself, CCBC, FCC, GC, IOACC, WCBC and the Health Board.
- (D) The Partners are committed to better integration of services, as enshrined in their umbrella Integration Agreement which includes the development of a pooled fund for care home commissioning and accommodation (residential and nursing) as one of the identified projects, and wish to enter into the arrangements under this Agreement.

- (E)** This Agreement is made under the powers conferred below and all other enabling powers now vested in the Partners:-

Section 162 of the SSWB Act provides that a local authority must make arrangements to promote cooperation between the local authority and the authority's relevant partners, such arrangements to be made with a view to improving the well-being of adults with needs for care and support and their carers.

Sections 166-169 of the SSWB Act makes provision for partnership arrangements between local authorities and Local Health Boards.

Regulation 19(1) of the Partnership Arrangements (Wales) Regulations 2015 (as amended) – requires the Regional Partnership Board to establish and maintain pooled funds in relation to the exercise of their care home accommodation functions.

Regulation 19(2) of the said regulations defines “care home accommodation functions” and it includes:-

- (a) where it has been decided to meet the adult's needs by providing or arranging to provide accommodation in a care home under sections 35 and 36 of the SSWB Act;
- (b) the functions of a Local Health Board under section 3 of the National Health Service (Wales) Act 2006 in relation to an adult, in cases where
  - (i) the adult has a primary need for health care and it has been decided to meet the needs of the adult by arranging the provision of accommodation in a care home ('NHS continuing healthcare'), or
  - (ii) the adult's needs can only be met by the local authority arranging for the provision of accommodation, together with nursing care ('Funded Nursing Care').

Section 2 of the Local Government Act 2000 contains powers to do anything which it considers is likely to achieve one or more of the following benefits: the promotion or improvement of the economic, social or environmental wellbeing of the area.

Section 111 of the Local Government Act 1972 provides for a local authority to have the power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of their functions.

Section 1 Local Authority (Goods and Services) Act 1970 contains the power to enter into an agreement for all or any of the following purposes, namely, supply by a local authority of goods and materials, administrative, professional or technical services, use of vehicles, plant or apparatus or works of maintenance in connection with land or buildings.

- (F)** Each of the Partners retain their statutory responsibilities in relation to their care home accommodation functions.
- (G)** Each of the Partners has secured the necessary authorisation to enter into this Agreement in accordance with their own individual, internal governance arrangements.

## AGREED TERMS

### 1. DEFINITION AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings

**“Agreement”** means this Agreement and the attached Schedule

**“Care Home Accommodation Functions”** means the functions set out under Regulation 19(2) of the Partnership Arrangements (Wales) Regulations 2015 insofar as they relate to adults aged 65 or over unless varied otherwise under this Agreement.

**“Commencement Date”** means the date of this Agreement

**“Confidential Information”** means any information, data or material of any nature which:

- a) has been designated as confidential by a Partner in writing; or
- b) the release of which is likely to prejudice the commercial interests of a Partner; or
- c) that ought to be considered as confidential (however it is conveyed or on whatever media it is stored)

including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of any of the Partners, all personal data and sensitive personal data within the meaning of the Data Protection Act 2018 (as may be amended from time to time), subject to the provisions set out in clause 12 (Confidentiality) and clause 10 (Freedom of Information).

**“Councils”** means CCBC, DCC, FCC, GC, IOAC and WCBC and their statutory successors

**“Data Protection Legislation”** means the Data Protection Act 2018 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

**“Dispute Resolution Procedure”** means the procedure set out in clause 17

**“EIR”** means the Environmental Information Regulations 2004.

**“Financial Contributions”** means the Quarterly payments made to the Pooled Fund by the Partners as defined further under clause 2 of Schedule 1

**“Financial Year”** means 1 April to 31 March

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation

**“Health Board”** means Betsi Cadwaladr University Health Board and its statutory successor



**“Host Authority”** shall mean Denbighshire County Council during the Initial Term, thereafter shall mean the Host Authority as determined in accordance with the provisions of clause 4.1.3

**“Information”** has the meaning given under Section 84 of FOIA

**“Initial Term”** means the period commencing on the Commencement Date and ending on the first anniversary of the Commencement Date subject to the right to extend

**“Integration Agreement”** means the agreement entered into by the Partners on 17 January 2018 setting out how they intend to implement the requirements of Part 9 Social Services and Well-being (Wales) Act 2014 and the Partnership Arrangements (Wales) Regulations 2015.

**“Law”** means any applicable law, statute, bye-law, regulation, order, regulatory policy guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory Body

**“Partner”** means each of the Councils and the Health Board who comprise the Partnership Bodies and are the Parties to this Agreement and “Partners” shall be construed accordingly

**“Partnership Arrangements”** means the arrangements made between the Partners under this Agreement as detailed under Clause 4

**“Partnership Bodies”** include CCBC, DCC, FCC, GC, IOAC, WCBC and the Health Board and who are Parties to this Agreement

**“Partnership Regulations”** means the Partnership Arrangements (Wales) Regulations 2015, as amended

**“Personal Data”** means personal data as defined by the Data Protection Act 2018

**“Pooled Fund”** means the fund established by the Partners, and, within the parameters of this Agreement, administered by the Host Authority on behalf of the Partners, under which payments shall be made by the Partners and the Host Authority in accordance with the provisions of this Agreement

**“Quarter”** means one of the following periods in each Financial Year:-

- (a) 1 April to 30 June (“Quarter 1”);
- (b) 1 July to 30 September (“Quarter 2”);
- (c) 1 October to 31 December (“Quarter 3”); and
- (d) 1 January to 31 March (“Quarter 4”).

**“Regional Partnership Board”** or **“RPB”** means the North Wales Regional Partnership Board comprising of CCBC, DCC, FCC, GC, IOAC, WCBC and the Health Board established pursuant to Regulation 4 of the Partnership Regulations, the objectives of which for the purposes of this Agreement are set out in BACKGROUND (B) above

**“Regulatory Body”** means those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this arrangement under this Agreement.

**“Services”** means the care home accommodation services commissioned by a Partner in respect of the individual Partner’s Care Home Accommodation Functions

**“Term”** means the period of the Initial Term as may be varied by (i) any extensions to this Agreement that are agreed under Clause 3.1, or (ii) the earlier termination of this Agreement in accordance with its terms

- 1.2 Clause, Schedule and paragraph headings shall not effect the interpretation of this Agreement.
- 1.3 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 A reference to one gender includes a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes fax and email and including electronic transmission of information.
- 1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or to allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.10 References to clauses and Schedule are to the clauses and Schedule of this Agreement. References to paragraphs are to paragraphs of relevant schedule.

## **2. COMMENCEMENT AND DURATION**

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term to be reviewed before the first anniversary of the Commencement Date or as may otherwise be agreed in accordance with the terms of this Agreement.

## **3. EXTENDING THE INITIAL TERM**

- 3.1 The Partners may agree unanimously to extend this Agreement for an agreed period or periods in twelve (12) monthly periods and on varied terms as they agree, beyond the Initial Term, subject to approval of the individual Partner’s internal approval processes.

- 3.2 The Partners acknowledge that the arrangements under this Agreement are developing and that it may be necessary to modify or replace this Agreement in order to reflect how the arrangements develop and to that end the Partners agree to work together in good faith.

#### **4. PARTNERSHIP ARRANGEMENTS**

- 4.1 The Partners have agreed that with effect from the Commencement Date they will operate the following arrangements:-
- 4.1.1 the establishment of a Pooled Fund (as detailed in this Agreement) to be administered by the Host Authority;
  - 4.1.2 Each Partner to retain statutory responsibility in relation to their respective Care Home Accommodation Functions. For the avoidance of any doubt, each Partner shall be responsible for all costs associated with its provision of the Services and/or individuals placed by the relevant Partner in accordance with its Care Home Accommodation Functions.
  - 4.1.3 Denbighshire County Council (“DCC”) shall act as the Host Authority during the Initial Term of this Agreement. Should the Agreement be extended in accordance with the provisions of clause 3.1 the Partners shall decide unanimously, prior to the expiry of the Initial Term and, where appropriate, any further extended 12 month periods, that either (i) DCC continues to act as Host Authority for the duration of the extended term concerned or (ii) which Partner shall act as the replacement Host Authority in respect of the extended term concerned.
  - 4.1.4 Nothing in this Agreement shall prejudice or affect the Partners in the exercise of their functions as public bodies or in any other capacity.
  - 4.1.5 Necessary Consents – each Partner hereby represents to the other Partners that it has obtained all necessary consents sufficient to ensure the responsibilities provided for by this Agreement.

#### **5. PAYMENTS TO AND FROM THE POOLED FUND**

- 5.1 The Partners and the Host Authority shall make payments to and from the Pooled Fund in accordance with the provisions in Schedule 1.

#### **6. PARTNERSHIP MANAGEMENT GOVERNANCE**

- 6.1 In accordance with its obligations under Regulation 10(c) of the Partnership Regulations, the RPB shall provide overall strategic oversight to the Partnership Arrangements under this Agreement.

## **7. MONITORING, REVIEW AND REPORTING**

- 7.1 The Partners shall carry out a quarterly review of the Partnership Arrangements within thirty (30) days of the end of each Quarter.
- 7.2 The Section 151 Officer (or equivalent) of the Host Authority or his/her nominated representative shall provide (i) Quarterly reports to the RPB outlining the financial position of the Pooled Fund during the Financial Year concerned, and (ii) an annual outturn report in order to outline the financial position of the Pooled Fund once the financial accounts in relation to the Financial Year concerned are closed.

## **8. VARIATIONS**

- 8.1 This Agreement may be varied by the Partners at any time in accordance with the Partners' internal decision-making processes subject to the express written agreement of each of the Partners.

## **9. EQUALITY DUTIES**

- 9.1 The Partners, employees, or agents shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination whether in race, gender, religion, disability, sexual orientation or otherwise. The Partners shall take all reasonable steps to secure the observance of this clause by all employees, agents and all suppliers and sub-contractors employed in the execution of this Agreement.

## **10. FREEDOM OF INFORMATION**

- 10.1 The Partners acknowledge that each is subject to the requirements of FOIA and the EIR, and shall assist and co-operate with one another to enable each Partner to comply with these information disclosure requirements, where necessary.

## **11. DATA PROTECTION AND INFORMATION SHARING**

- 11.1 Each Partner shall comply with any notification requirements under Data Protection Legislation. All Partners shall duly observe all their obligations under Data Protection Legislation, which arise in connection with this Agreement.
- 11.2 The Partners shall share information with regards to activity and expenditure incurred in relation to their respective Care Home Accommodation Functions to improve the quality of care and facilitate integrated working in accordance with the Data Protection Legislation, The Human Rights Act 1998 and the common law duty of confidentiality and any other information sharing legislation, regulation or guidance. The Partners shall adhere to any Information Sharing Protocols that are developed in accordance with the WASPI Framework when sharing information under this Agreement.
- 11.3 Each Partner shall perform its obligations under the Data Protection Legislation and FOIA at its own cost.

## **12. CONFIDENTIALITY**

- 12.1 The Partners agree to keep confidential all documents relating to or received from the other Partner under this Agreement that are labelled as confidential.
- 12.1.1 Where a Partner receives a request to disclose Information that the other Partner has designated as confidential, the receiving Partner shall consult with the other Partner before deciding whether the Information is subject to disclosure.
- 12.2 The provision of clauses 12.1 and 12.2 shall not apply to any confidential information received by one Partner from the other:-
- 12.2.1 which is or becomes public knowledge (otherwise than by breach of this clause); which was in the possession of the Partner, without restriction as to its disclosure, before receiving it from the disclosing Partner;
- 12.2.2 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- 12.2.3 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the disclosing Partner making the disclosure, including any requirements for disclosure including any requirements for disclosure under the FOIA or the EIR.

- 12.3 Nothing in this clause shall prevent the Host Authority disclosing any Confidential Information for the purpose of:
- (i) the examination and certification of any Partner financial contributions; or
  - (ii) any examination pursuant by a regulatory body.
  - (iii) to any person engaged in providing any services to the authority for any purpose relating to or ancillary to the Agreement;

Provided that in disclosing information under this sub-clause the Host Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.

### **13. AUDIT**

- 13.1 The Host Authority shall arrange for the audit of the accounts of the Pooled Fund in accordance with its statutory audit requirements and any costs incurred by the Host Authority in connection with the same shall be borne equally by the Partners.
- 13.2 The financial arrangements under this Agreement will be subject to the normal annual auditing requirements of each Partner.
- 13.3 The Partners shall co-operate in the provision of Information, access to premises and staff, to ensure compliance with any statutory inspection requirements, or other monitoring or scrutiny functions. The Partners shall implement recommendations arising from these inspections, where appropriate.

### **14. INSURANCE**

- 14.1 The Partners shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement. For the avoidance of doubt, this requirement shall not be necessary where a Partner has self insurance arrangements already in place.
- 14.2 Without prejudice to the generality of clause 14.1, the Host Authority shall effect and maintain appropriate professional indemnity and fidelity guarantee insurance in relation to the specific operation of the Pooled Fund.

## **15. INDEMNITIES**

- 15.1 Each Partner (Indemnifying Partner) shall indemnify and keep indemnified the other Partners (indemnified Partner/s) against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to wilful negligence, wilful default or fraud of itself, the indemnifying Partners employees, or any of its representatives or sub-contractors, except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement, or applicable Law by the Indemnified Partner or its representatives.

## **16. LIABILITIES**

- 16.1 Except as otherwise provided, the Partners shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.
- 16.2 Each Partner shall remain liable for any losses or liabilities incurred due to its own or its employee's actions.

## **17. DISPUTE RESOLUTION**

- 17.1 In the event of a dispute between the Partners in connection with this Agreement, the matter shall be referred to the Director of Social Services for CCBC, DCC, FCC, GC, IOAC, WCBC and the Chief Operating Officer for the Health Board (or equivalent post holders) who shall use their best endeavours to resolve the dispute.
- 17.2 In the event that the dispute remains unresolved having followed the procedure in Clause 17.1 the matter shall be referred in writing by any Partner or Partners to the Chief Executives (or equivalent) of the Partners who shall endeavour to settle the dispute between them.
- 17.3 If the Chief Executives fail to resolve the dispute within twenty (20) working days of the dispute having been referred to them, the dispute shall be referred to mediation pursuant to the procedure set out in clause 17.5.
- 17.4 The performance of the Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Partners shall comply fully with the requirements of the Agreement at all times.

17.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- (i) A neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Partners, or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Partner to the other Partners or if the Mediator agreed upon is unable or unwilling to act, any of the Partners shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the other Partners that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (“CEDR”) to appoint a Mediator.
- (ii) The Partners shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Partners may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- (iii) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Partners in any future proceedings.
- (iv) If the Partners reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Partners once it is signed by their duly authorised representatives.
- (v) Failing agreement, any of the Partners may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of the Partners.
- (vi) If the Partners fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Partners, then any dispute or difference between them may be referred to the Courts.

## **18. TERMINATION**

18.1 The Partners are required to operate a pooled fund pursuant to the statutory obligation set out under Regulation 19(1)(a) of Partnership Arrangements (Wales) Regulations 2015 (as amended).



18.2 Where a Partner (“the Defaulting Partner”):-

18.2.1 commits a material breach of any of its obligations under this Agreement and the same is not capable of remedy: or

commits a material breach of any of its obligations under this Agreement which is capable of remedy but has not been remedied within twenty eight (28) days of receipt of written notice from one or more of the non defaulting Partners and no alternative form of pooled fund is agreed between the Partners then one or more of the non defaulting Partners may terminate this Agreement by serving seven (7) days written notice.

18.3 If this Agreement is terminated by any of the non defaulting Partners pursuant to Clause 18.2 the costs occasioned to the non defaulting Partners shall be met by the Defaulting Partner and the Defaulting Partner shall indemnify the non defaulting Partners against any such losses or costs which the non defaulting Partners suffer as a result of such termination.

18.4 Any Partner (“the Terminating Partner) may terminate this Agreement at any time by giving at least three (3) months written notice to the other Partners insofar as it relates to the Terminating Partner if:-

- (i) As a result of any change in law or legislation it is unable to fulfil its obligations under this Agreement:
- (ii) The fulfilment of its obligations under this Agreement would be in contravention of any guidance issued by Welsh Government or the UK government after this Agreement comes into force; or
- (iii) The fulfilment of its obligations under this Agreement would be ultra vires; AND the Partners are unable to agree a modification or variation to this Agreement so as to enable the Terminating Partner to remedy any circumstances set out under 18.4 (a) to 18.4 (c). Any liability arising as a direct result of termination under this Clause 18.4 shall be apportioned equally between the Partners.

18.5 Should this Agreement be superseded by the Partners entering into a replacement agreement in relation to their statutory obligation referred to under clause 18.1 (as may be amended) and/or joint working arrangements in relation to their Care Home Accommodation Functions, this Agreement shall terminate upon the commencement date of the said replacement agreement.

18.6 The Partners acknowledge and agree that if a Partner/Partners are considering whether to exercise a right to terminate under this Agreement (and prior to exercising such a right), the Partners shall exhaust all reasonable avenues to rectify matters and /or to maintain the Pooled Fund, including a right for a non defaulting Partner to refer the matter to the Welsh Minister for consideration.

## 19. CONSEQUENCES OF TERMINATION

19.1 If the Agreement is terminated in accordance with clause 18 (Termination), save for Clause 10 (FOIA), Clause 12 (Confidentiality), Clause 16 (Liabilities), and Clause 19 (Consequences of Termination) the Partners shall be released from their respective obligations described in this Agreement, save to the extent that there are any sums due to be paid into the Pooled Fund or in the case of the Host Authority paid out of the Pooled Fund.

## 20. THIRD PARTY RIGHTS

20.1 No term of this Agreement is intended to confer a benefit on or to be enforceable by any person who is not a party to this Agreement.

## 21. NOTICES

21.1 Any notice or communication shall be in writing address to the Partner's Chief Executive Officer.

21.2 Any notice or communication sent by a Partner shall be deemed effectively served if sent by first class post or delivered by hand to the addressee and address set out below or such other addressee and address notified in writing from time to time by a Partner to the other Partners:-

**Conwy County Borough Council**, Bodlondeb, Conwy, LL32 8DU

**Denbighshire County Council**, County Hall, Wynnstay Road, Ruthin, Denbighshire, LL15 1YN

**Flintshire County Council**, County Hall, Mold, Flintshire, CH7 6NB

**Gwynedd Council**, Council Offices, Shirehall Street, Caernarfon, Gwynedd, LL55 1SH

**Isle of Anglesey County Council**, Council Offices, Llangefni, Anglesey, LL77 7TW

**Wrexham County Borough Council**, Guildhall, Wrexham, LL11 1AY (WCBC)

**Betsi Cadwaladr University Health Board**, Ysbyty Gwynedd, Penrhosgarnedd, Bangor, Gwynedd, LL57 2PW

21.3 Correctly addressed notices sent by first class mail shall be deemed to have been delivered forty eight (48) hours after posting.

## **22. ENTIRE AGREEMENT**

- 22.1 This Agreement, the schedule and the documents annexed to it or otherwise referred to in it contain the whole Agreement between the Partners relating to the subject matter of it and supersede all prior agreements, arrangements and understandings between the Partners relating to that subject matter.
- 22.2 The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

## **23. CHANGES IN LEGISLATION**

- 23.1 The Partners shall review the operation of the Partnership Arrangements under this Agreement and all or any procedures or requirements of this Agreement on the coming into force of any relevant statutory or other legislation or guidance affecting the Partnership Arrangements to ensure that the Partnership Arrangements comply with such legislation or guidance.

## **24. GOVERNING LAW AND JURISDICTION**

- 24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Law of England and Wales.

This Agreement has been executed as a deed and is delivered and takes effect on the date at the beginning of it.

The Common Seal of **CONWY COUNTY**)

**BOROUGH COUNCIL** was )

affixed in the presence of:- )

Authorised Signatory

The Common Seal of **DENBIGHSHIRE** )

**COUNTY COUNCIL** was )

affixed in the presence of:- )

Authorised Signatory

The Common Seal of **FLINTSHIRE** )

**COUNTY COUNCIL** was )

affixed in the presence of:- )

Authorised Signatory

The Common Seal of **GWYNEDD** )

**COUNCIL** was )

affixed in the presence of:- )

Authorised Signatory:

The Common Seal of **ISLE OF** )

**ANGLESEY COUNTY COUNCIL** was)

affixed in the presence of:- )

Authorised Signatory:

The Common Seal of **WREXHAM COUNTY** )

**BOROUGH COUNCIL** was affixed in the )

presence of :- )

Authorised Signatory:

Executed as a Deed by **BETSI CADWALADR** )

**UNIVERSITY HEALTH BOARD** )

Authorised Signatory:

Mae tudalen hwn yn fwriadol wag

|                           |                                       |
|---------------------------|---------------------------------------|
| <b>Adroddiad i'r</b>      | <b>Pwyllgor Craffu Partneriaethau</b> |
| <b>Dyddiad y Cyfarfod</b> | <b>19 Rhagfyr 2019</b>                |
| <b>Swyddog Arweiniol</b>  | <b>Rhian Evans, Cydlynnydd Craffu</b> |
| <b>Awdur yr Adroddiad</b> | <b>Rhian Evans, Cydlynnydd Craffu</b> |
| <b>Teitl</b>              | <b>Rhaglen Waith Craffu</b>           |

## **1. Am beth mae'r adroddiad yn sôn?**

Mae'r adroddiad yn cyflwyno drafft rhaglen waith i'r dyfodol y Pwyllgor Craffu Partneriaethau i'r aelodau ei hystyried

## **2. Beth yw'r rheswm dros lunio'r adroddiad hwn?**

Gofyn i'r Pwyllgor adolygu a chytuno ar ei raglen waith i'r dyfodol, a rhoi'r wybodaeth ddiweddaraf i aelodau ar faterion perthnasol.

## **3. Beth yw'r Argymhellion?**

Bod y Pwyllgor yn:

- 3.1 ystyried yr wybodaeth a ddarparwyd ac yn cymeradwyo, diwygio neu'n newid ei raglen gwaith i'r dyfodol fel y gwêl yn briodol; ac
- 3.2 yn cytuno ar y prif bwyntiau neu'r themau o'r cyfarfod hwn y dymuna dynnu sylw atynt trwy'r wasg a/neu'r cyfryngau cymdeithasol.

## 4. Manylion am yr adroddiad

- 4.1 Mae Adran 7 o Gyfansoddiad Cyngor Sir Ddinbych yn nodi cylch gorchwyl, swyddogaethau ac aelodaeth pob Pwyllgor Craffu. Mae'r Adran hon hefyd yn cynnwys rheolau gweithdrefnau a thrafodaeth ar gyfer cyfarfodydd pwyllgorau.
- 4.2 Mae'r Cyfansoddiad yn amodi bod yn rhaid i bwyllgorau craffu'r Cyngor baratoi ac adolygu rhaglen ar gyfer eu gwaith i'r dyfodol. Drwy adolygu a blaenoriaethu materion mae modd i aelodau sicrhau fod y rhaglen waith yn cyflwyno rhaglen dan arweiniad yr aelodau.
- 4.3 Arfer sydd wedi'i fabwysiadu yn Sir Ddinbych ers nifer o flynyddoedd yw bod pwyllgorau craffu'n cyfyngu ar nifer yr adroddiadau a ystyrir mewn unrhyw gyfarfod i uchafswm o bedwar, yn ogystal ag adroddiad rhaglen waith y Pwyllgor ei hun. Nod y dull hwn yw hwyluso cael trafodaeth fanwl ac effeithiol ar bob pwnc.
- 4.4 Yn y blynyddoedd diweddar mae Llywodraeth Cymru a Swyddfa Archwilio Cymru wedi tynnu sylw at yr angen i gryfhau rôl craffu ar draws llywodraeth leol a gwasanaethau cyhoeddus yng Nghymru, gan gynnwys defnyddio craffu fel modd o ymgysylltu â phreswylwyr a defnyddwyr gwasanaeth. O hyn ymlaen disgwylir i graffu ymgysylltu'n well ac yn amlach â'r cyhoedd gyda golwg ar sicrhau penderfyniadau gwell a fydd yn y pen draw yn arwain at well canlyniadau i ddinasyddion. Bydd Swyddfa Archwilio Cymru yn mesur effeithiolrwydd craffu wrth gyflawni'r disgwyliadau hyn.
- 4.5 Gan ystyried y weledigaeth genedlaethol ar gyfer craffu ac ar yr un pryd ganolbwyntio ar flaenoriaethau lleol, argymhellodd y Grŵp Cadeiryddion ac Is-gadeiryddion Craffu (GCIGC) y dylai pwyllgorau craffu'r Cyngor, wrth benderfynu ar eu rhaglenni gwaith, ganolbwyntio ar y meysydd allweddol canlynol:
- arbedion ar y gyllideb;
  - cyflawni amcanion y Cynllun Corfforaethol (gyda phwyslais arbennig ar y modd o'u cyflawni yn ystod cyfnod o galedi ariannol);
  - unrhyw eitemau eraill a gytunwyd gan y Pwyllgor Craffu (neu'r GCIGC) fel blaenoriaeth uchel (yn seiliedig ar y meini prawf profion 'PAPER' - gweler ochr gefn y 'ffurflen gynnig aelodau' yn Atodiad 2 ) a;



- Materion brys, materion na ellir eu rhagweld neu faterion â blaenoriaeth uchel

#### Ffurflenni Cynnig ar gyfer Craffu

- 4.6 Fel y crybwyllwyd ym mharagraff 4.2 uchod, mae Cyfansoddiad y Cyngor yn gofyn i bwyllgorau craffu baratoi ac adolygu rhaglen ar gyfer eu gwaith i'r dyfodol. Er mwyn cynorthwyo'r broses o flaenoriaethu adroddiadau, os yw'r swyddogion o'r farn fod pwnc yn haeddu'r amser i gael ei drafod ar agenda fusnes y Pwyllgor, mae'n rhaid iddynt wneud cais ffurfiol i'r Pwyllgor i ystyried derbyn adroddiad ar y pwnc hwnnw. Gwneir hyn trwy gyflwyno 'ffurflen gynnig' sy'n egluro pwrpas, pwysigrwydd a chanlyniadau posibl y pynciau a awgrymir. Does dim un ffurflen gynnig wedi dod i law oddi wrth swyddog i'w ystyried yn y cyfarfod cyfredol.
- 4.7 Er mwyn gwneud gwell defnydd o amser craffu drwy ganolbwyntio adnoddau pwyllgorau i graffu testunau'n fanwl, gan ychwanegu gwerth drwy'r broses o wneud penderfyniadau a sicrhau gwell canlyniadau ar gyfer preswylwyr, penderfynodd y GCIGC y dylai'r aelodau, yn ogystal â swyddogion, gwblhau 'ffurflenni cynnig ar gyfer craffu' yn amlinellu pam eu bod yn credu y byddai'r testun yn elwa o fewnbwn craffu. Gellir gweld copi o 'ffurflen gynnig' yn Atodiad 2. Mae ochr gefn y ffurflen hon yn cynnwys siart lif sy'n rhestru'r cwestiynau y dylai aelodau eu hystyried wrth baratoi i gynnig eitem ar gyfer craffu, ac y dylai pwyllgorau eu gofyn wrth benderfynu ar addasrwydd testun arfaethedig i'w gynnwys ar raglen gwaith i'r dyfodol craffu. Os, ar ôl cwblhau'r broses hon, y penderfynir nad yw'r testun yn addas i'w graffu'n ffurfiol gan bwyllgor craffu, yna gellir ystyried dulliau eraill o rannu'r wybodaeth neu graffu ar y mater e.e. darparu 'adroddiad gwybodaeth', neu os yw'r mater yn un o natur leol gellir ei ystyried gan y Grŵp Aelodau Ardal (GAA) perthnasol. Ni ddylai unrhyw eitemau gael eu cynnwys ar raglen gwaith i'r dyfodol heb i 'ffurflen gynnig ar gyfer craffu' gael ei chwblhau, ac i'r testun gael ei gymeradwyo i'w gynnwys ar y rhaglen gan un ai'r Pwyllgor neu'r GCIGC. Mae cymorth ar gael i lenwi'r ffurflenni gan y Cydlynnydd Craffu.

#### Rhaglen Waith i'r Dyfodol y Cabinet

- 4.8 Wrth benderfynu ar eu rhaglen waith i'r dyfodol mae'n bwysig fod pwyllgorau craffu yn ystyried amserlen rhaglen waith y Cabinet. Ar gyfer y diben hwn, mae rhaglen waith y Cabinet wedi ei chynnwys yn Atodiad 3.

## Datblygiad Penderfyniadau'r Pwyllgor

- 4.9 Yn Atodiad 4 mae tabl yn crynhoi penderfyniadau diweddar y Pwyllgor ac yn cynghori aelodau am eu gweithrediad.

## **5. Grŵp Cadeiryddion ac Is-Gadeiryddion Craffu**

- 5.1 Dan drefniadau craffu'r Cyngor mae'r Grŵp Cadeiryddion ac Is-Gadeiryddion Craffu (GCIGC) yn gweithredu fel pwyllgor cydlynu. Cyfarfu'r Grŵp ar yr 31 Hydref, yn y cyfarfod hwnnw ni chyfeiriwyd unrhyw bynciau ar gyfer ystyriaeth y Pwyllor hwn. Cynhelir cyfarfod nesaf y Grŵp yn ystod prynhwn 19 Rhagfyr 2019.
- 5.2 Gyda'r bwriad o godi ymwybyddiaeth o waith Craffu a cheisio annog y cyhoedd i ymgysylltu â Chraffu penderfynnodd y Grŵp y dylai'r tri phwyllgor craffu dreialu am gyfnod proses o ddynodi prif themau neu bwyntiau a gyfyd yn ystod eu cyfarfodydd at ddiben eu rhannu gyda'r wasg leol ac ar dudalennau gwefanau cymdeithasol yr Awdurdod. Gofynnir felly i'r Pwyllgor gytuno ar ba themau neu bwyntiau o'r cyfarfod hwn y dymuna dynnu sylw atynt.

## **6. Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?**

Bydd craffu effeithiol yn gymorth i'r Cyngor gynnal y blaenoriaethau corfforaethol yn unol ag anghenion cymunedau a dymuniadau trigolion. Bydd datblygu ac adolygu'r rhaglen waith gydlynol yn barhaus yn cynorthwyo'r Cyngor i ddarparu ei flaenoriaethau corfforaethol, i wella canlyniadau i breswylwyr tra hefyd yn dygymod â thoriadau llym yn y gyllideb.

## **7. Faint fydd hyn yn costio a sut bydd yn effeithio ar wasanaethau eraill?**

Mae'n bosib y bydd yn rhaid i wasanaethau neilltuo amser swyddog i gynorthwyo'r Pwyllgor gyda'r eitemau a nodwyd yn y rhaglen waith a chydag unrhyw gam gweithredu yn dilyn ystyried yr eitemau hynny.

## **8. Beth yw prif gasgliadau'r Asesiad o Effaith ar Les?**

Nid oes Asesiad o Effaith ar Les wedi ei wneud mewn perthynas â phwrpas neu gynnwys yr adroddiad hwn. Ond bydd y Pwyllgor Craffu, drwy ei waith yn craffu darpariaeth gwasanaethau, polisiâu, gweithdrefnau ac argymhellion, yn ystyried eu heffaith neu eu heffaith posib ar yr egwyddor o ddatblygu cynaliadwy a'r amcanion o ran lles a nodir yn Neddf Llesiant Cenedlaethau'r Dyfodol (Cymru) 2015.

## **9. Pa ymgynghori sydd wedi digwydd?**

Does dim angen cynnal ymgynghoriad ar yr adroddiad hwn. Fodd bynnag, mae'r adroddiad ei hun a'r ystyriaeth a roir gan y Pwyllgor i'w raglen waith ar gyfer y dyfodol yn gyfystyr ag ymgynghoriad gyda'r Pwyllgor o ran ei raglen waith.

## **10. Pa risgiau sy'n bodoli ac a oes unrhyw beth y gallwn ei wneud i'w lleihau?**

Nid oes risg wedi ei ganfod o ran y Pwyllgor yn ystyried ei raglen waith. Fodd bynnag, wrth adolygu ei raglen waith yn rheolaidd gall y Pwyllgor sicrhau bod meysydd sy'n peri pryder yn cael eu hystyried a'u craffu arnynt fel y maent yn dod i'r amlwg a bod argymhellion yn cael eu gwneud er mwyn mynd i'r afael â nhw.

## **11. Grym i wneud Penderfyniad**

Mae Adran 7.11 o Gyfansoddiad y Cyngor yn amodi fod y pwyllgorau Craffu a/neu Grŵp Cadeiryddion ac Is-Gadeiryddion Craffu yn gyfrifol am osod eu rhaglenni gwaith ac y dylent, pan yn penderfynu ar eu rhaglenni roi ystyriaeth i ddymuniadau yr Aelodau hynny o'r Pwyllgor nad ydynt yn aelodau o'r grŵp gwleidyddol mwyaf ar y Cyngor.

### **Swyddog Cyswllt:**

Rhian Evans, Cydlynnydd Craffu

Rhif ffôn: (01824) 712554

e-bost: [rhian.evans@sirddinbych.gov.uk](mailto:rhian.evans@sirddinbych.gov.uk)

Mae tudalen hwn yn fwriadol wag

Note: Items entered in italics have not been approved for submission by the Committee. Such reports are listed here for information, pending formal approval.

| Meeting          | Lead Member(s)                                                                                                       | Item (description / title)                                                                                         | Purpose of report                                                                                                                                                    | Expected Outcomes                                                                                                                                                                                                                                                                                               | Author        | Date Entered                                                 |
|------------------|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------|
| 13 February 2020 | <b>Cllrs. Brian Jones &amp; Tony Thomas</b><br><br><b>(representatives from the Trunk Road Agency to be invited)</b> | 1. The Council and Trunk Road Agency Highways Grass Verge and Hedge Maintenance and Pesticide Application Policies | To examine both organisations' policies in relation to grass and hedge cutting as well as pesticide application ahead of the 2020 maintenance season                 | To ensure that the county and Trunk Road Agency's policies relating to grass verge & hedge cutting and pesticide application complement each other, ensure the safety of road users and those applying the pesticides, conform with each organisation's bio-diversity duties and their health and safety duties | Tony Ward     | By SCVCG July 2019 (amended by SCVCG September 2019)         |
|                  | <b>Leader</b>                                                                                                        | 2. North Wales Growth Bid Phase 2 – Governance Agreement (provisional scheduling)                                  | To examine the governance agreement between the six North Wales local authorities and other parties in respect of the operation of the North Wales Economic Ambition | An understanding of all parties' roles and responsibilities, their obligations to each other, financial and other                                                                                                                                                                                               | Gary Williams | By SCVCG September 2018 (rescheduled December 2018, February |

| Meeting      | Lead Member(s)            | Item (description / title)                                                     | Purpose of report                                                                                                                                                                                   | Expected Outcomes                                                                                                                                          | Author                                                        | Date Entered        |
|--------------|---------------------------|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|---------------------|
|              |                           | (tbc)                                                                          | Board during the implementation of the North Wales Growth Deal prior to its submission to Cabinet and County Council                                                                                | liabilities, and the arrangements for monitoring the Board's performance to aid the development of future scrutiny arrangements for the Board and its work |                                                               | 2019 & August 2019) |
| 2 April      |                           |                                                                                |                                                                                                                                                                                                     |                                                                                                                                                            |                                                               |                     |
| 21 May       |                           |                                                                                |                                                                                                                                                                                                     |                                                                                                                                                            |                                                               |                     |
| 9 July       | <b>Cllr. Bobby Feeley</b> | 1. Homelessness Strategy and Action Plan 2017-2021                             | To detail the Council's progress in delivering its Homelessness Strategy in line with its Action Plan and the effectiveness of its corporate approach towards reducing homelessness in Denbighshire | Delivery of the Strategy and of the Council's corporate priorities relating to Housing, Young People and Resilient Communities                             | Phil Gilroy/Ann Lloyd/Abbe Harvey/Debbie Nalecz/Angela Loftus | July 2019           |
| 10 September | <b>Cllr. Mark Young</b>   | 1. Community Safety Partnership <b>[Crime and Disorder Scrutiny Committee]</b> | To detail the Partnership's achievement in delivering its 2019/20 action plan and its progress to date in delivering its action plan for                                                            | Effective monitoring of the CSP's delivery of its action plan for 2019/20 and its                                                                          | Alan Smith/Nicola Kneale/Sian Taylor                          | September 2019      |

| Meeting       | Lead Member(s)            | Item (description / title)                     | Purpose of report                                                                                                                                                                                                                                                                                                  | Expected Outcomes                                                                                                                                                                                                                       | Author                                    | Date Entered   |
|---------------|---------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------|
|               |                           |                                                | <p>2020/21. The report to include financial sources and the progress made in spending the allocated funding.</p> <p>(report to include actual numbers as well as percentages to enable the Committee to effectively evaluate the impact of measures put in place)</p>                                              | progress to date in delivering its plan for 2020/21 will ensure that the CSP delivers the services which the Council and local residents require                                                                                        |                                           |                |
|               | <b>Cllr. Bobby Feeley</b> | 2. Annual Report on Adult Safeguarding 2019/20 | To consider the annual report on adult safeguarding, and information in place to meet the statutory requirements of the Social Services and Well-being Act 2014 and an evaluation of the financial and resource impact of the Supreme Court's 2014 Judgement on deprivation of liberty on the Service and its work | An evaluation of whether the Authority is meeting its statutory duty with respect to adult safeguarding and has sufficient resources to undertake this work along with the additional work in the wake of the Supreme Court's judgement | Phil Gilroy/Alaw<br>Pierce/Nerys Tompsett | September 2019 |
| 5<br>November |                           |                                                |                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         |                                           |                |
|               |                           |                                                |                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         |                                           |                |

| Meeting        | Lead Member(s) | Item (description / title) | Purpose of report | Expected Outcomes | Author | Date Entered |
|----------------|----------------|----------------------------|-------------------|-------------------|--------|--------------|
| 17<br>December |                |                            |                   |                   |        |              |
|                |                |                            |                   |                   |        |              |

**Future Issues**

| Item (description / title)                                                                                                                | Purpose of report                                                                                                                                                                                                             | Expected Outcomes                                                                                                                                                                                                                                                                                                                         | Author           | Date Entered                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Nature for Health Pilot Project                                                                                                           | To examine the pilot project and consider whether a similar project should become part of the Corporate Priority Programme of projects                                                                                        | An assessments of the benefits of the pilot project and any measurable achievements received through Services working in partnership and within existing budgets to determine whether a similar project should be rolled-out across the county and included in the Corporate Priority programme of projects to deliver the Corporate Plan | Howard Sutcliffe | BY SCVCG<br>July 2019<br>(deferred with the Chair's permission<br>October 2019, subject to further work being carried out on the proposal) |
| Update following conclusion of inquiry undertaken by the National Crime Agency in to historic abuse in North Wales Children's' Care Homes | To update the Committee of the outcome of the National Crime Agency (NCA) investigation in to the abuse of children in the care of the former Clwyd County Council, and to determine whether any procedures require revision. | Determination of whether any of the Council's safeguarding policies and procedures need to be revised in light of the NCA's findings                                                                                                                                                                                                      | Nicola Stubbins  | November 2012                                                                                                                              |



**For future years**

|  |  |  |  |  |
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**Information/Consultation Reports**

| <b>Information / Consultation</b>                                    | <b>Item (description / title)</b>               | <b>Purpose of report</b>                                                                                                                                                                                                                                                      | <b>Author</b>           | <b>Date Entered</b> |
|----------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------|
| <b>Information Report</b><br><i>(potentially summer/autumn 2019)</i> | Mental Capacity Amendment Bill                  | To provide the Committee with information on the contents of the Bill and its implications for the Council and residents, including any changes to current service provision and arrangements the Council proposes to make in order to comply with the changes in legislation | Phil Gilroy             | September 2018      |
| <b>Information Report</b><br>(for circulation March 2020)            | Quarterly Monitoring of External Care Providers | To provide details of the regular monitoring of external care service providers commissioned by the council for social care services, identifying any escalating concerns or other areas of concern                                                                           | Katie Newe/Ben Chandler | By SCVCG 2018       |

09/12/2019 - RhE

**Note for officers – Committee Report Deadlines**

| <b>Meeting</b> | <b>Deadline</b>        | <b>Meeting</b> | <b>Deadline</b> | <b>Meeting</b> | <b>Deadline</b> |
|----------------|------------------------|----------------|-----------------|----------------|-----------------|
|                |                        |                |                 |                |                 |
| 13 Feb 2020    | <b>30 January 2020</b> | 2 April        | <b>19 March</b> | 21 May         | <b>7 May</b>    |

Partnerships Scrutiny Work Programme.doc

Mae tudalen hwn yn fwiadol wag

| <b>Ffurflen Gynnig ar gyfer Rhaglen Gwaith i'r Dyfodol Craffu</b>                                                                                                    |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>ENW'R PWYLLGOR CRAFFU</b>                                                                                                                                         |                    |
| <b>AMSERLEN I'W HYSTYRIED</b>                                                                                                                                        |                    |
| <b>TESTUN</b>                                                                                                                                                        |                    |
| <b>Beth sydd angen ei graffu arno (a pham)?</b>                                                                                                                      |                    |
| <b>Ydi'r mater yn un o bwys i drigolion/busnesau lleol?</b>                                                                                                          | <b>YDI/NAC YDI</b> |
| <b>Ydi craffu yn gallu dylanwadu ar bethau a'u newid?</b><br>(Os 'ydi' nodwch sut rydych chi'n meddwl y gall craffu ddylanwadu neu newid pethau)                     | <b>YDI/NAC YDI</b> |
| <b>Ydi'r mater yn ymwneud â gwasanaeth neu faes sy'n tanberfformio?</b>                                                                                              | <b>YDI/NAC YDI</b> |
| <b>Ydi'r mater yn effeithio ar nifer fawr o drigolion neu ardal fawr o'r Sir?</b><br>(Os 'ydi', rhowch syniad o faint y grŵp neu'r ardal yr effeithir arni)          | <b>YDI/NAC YDI</b> |
| <b>Ydi'r mater yn gysylltiedig â blaenoriaethau corfforaethol y Cyngor?</b><br>(Os 'ydi' nodwch pa flaenoriaethau)                                                   | <b>YDI/NAC YDI</b> |
| <b>Hyd y gwyddoch, oes yna rywun arall yn edrych ar y mater hwn?</b><br>(Os 'oes', nodwch pwy sy'n edrych arno)                                                      | <b>OES/NAC OES</b> |
| <b>Os derbynnir y testun ar gyfer craffu, pwy fyddai arnoch chi eisiau eu gwahodd e.e. Aelod Arweiniol, swyddogion, arbenigwyr allanol, defnyddwyr y gwasanaeth?</b> |                    |
| <b>Enw'r Cynghorydd/Aelod Cyfetholedig</b>                                                                                                                           |                    |

Dyddiad

## Ystyried addasrwydd pwnc ar gyfer craffu

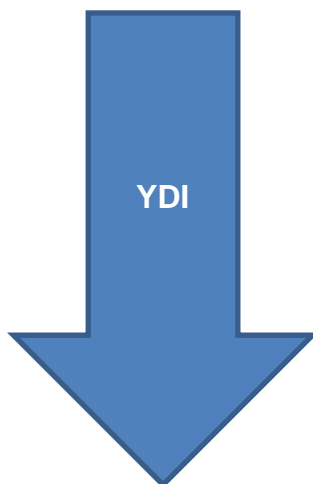
### Ffurflen Gynnig / Cais a dderbyniwyd

(dylid rhoi ystyriaeth ofalus i'r rhesymau dros wneud cais)



### Ydi o'n bodloni'r gofynion canlynol?

- **Diddordeb Cyhoeddus** – ydi'r mater o bwys i drigolion?
- **Effaith**– fedr craffu yn gael effaith ar bethau a'u newid?
- **Perfformiad** – ydi o'n wasanaeth neu faes sy'n tanberfformio?
- **Graddfa** – ydi o'n effeithio ar nifer o drigolion neu ardal ddaearyddol fawr?
- **Ailadrodd** – ydi'r mater yn destun craffu/ymchwiliad gan berson neu gorff arall?



Dim gweithredu pellach gan y Pwyllgor Craffu. Gellir ei gyfeirio at gorff arall neu ofyn am adroddiad er gwybodaeth.

- Penderfynu ar y canlyniadau a ddymunir
- Penderfynu ar gwmpas a swmp y gwaith craffu sydd ei angen a'r dull mwyaf priodol o graffu (h.y. adroddiad pwyllgor, ymchwiliad grŵp tasg a gorffen neu aelod cyswllt ac ati)
- Os penderfynir sefydlu grŵp tasg a gorffen, dylid penderfynu ar amserlen yr ymchwiliad, pwy fydd yn rhan o'r ymchwiliad, beth yw'r gofynion ymchwilio, a oes angen cyngor arbenigol a thystion, a beth yw'r trefniadau adrodd ac ati.

## Cabinet Forward Work Plan

| Meeting            | Item (description / title) |                                                                    | Purpose of report                                                                                                                                                                                         | Cabinet Decision required (yes/no) | Author – Lead member and contact officer                |
|--------------------|----------------------------|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------|
| <b>21 Jan 2020</b> | 1                          | Budget 2020/21 – Final Proposals                                   | To consider a report setting out proposals to finalise the budget for 2020/21                                                                                                                             | Tbc                                | Councillor Julian Thompson-Hill / Steve Gadd            |
|                    | 2                          | North Wales Growth Bid Governance Agreement 2                      | To approve the governance arrangements in relation to the implementation of the growth deal                                                                                                               | Yes                                | Councillor Hugh Evans / Graham Boase / Gary Williams    |
|                    | 3                          | Llangollen Business Improvement District (BID)                     | To agree to support the BID and delegate authority to the Corporate Director: Economy and Public Realm to cast the votes in respect of each of the Council's eligible rateable properties in the BID area | Yes                                | Councillor Hugh Evans / Mike Horrocks / Carolyn Brindle |
|                    | 4                          | Housing Rent Setting & Housing Revenue and Capital Budgets 2020/21 | To seek approval for the proposed annual rent increase for council housing and to approve the Housing Revenue Account Capital and Revenue Budgets for 2020/21 and Housing Stock Business Plan             | Yes                                | Councillor Julian Thompson-Hill / Geoff Davies          |
|                    | 5                          | Gypsy and Traveller Site Provision                                 | To discuss and approve Council owned sites for                                                                                                                                                            | Yes                                | Councillor Mark Young / David Lorey / Angela Loftus     |

## Cabinet Forward Work Plan

| Meeting            | Item (description / title) |                                                                                            | Purpose of report                                                                                                        | Cabinet Decision required (yes/no) | Author – Lead member and contact officer                   |
|--------------------|----------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------------------------|
|                    |                            |                                                                                            | submission through the LDP process for Gypsy and Traveller accommodation (transit).                                      |                                    |                                                            |
|                    | 6                          | Highways Code of Practice                                                                  | To ratify the Code of Practice for use by the Highway Authority                                                          | Yes                                | Councillor Brian Jones / Tony Ward / Tim Towers            |
|                    | 7                          | Syrian Vulnerable Person Resettlement Scheme                                               | A decision is required on the continuation of a revised Global Resettlement Programme                                    | Yes                                | Councillor Bobby Feeley / Katie Newe / Debbie Nalecz       |
|                    | 8                          | Finance Report                                                                             | To update Cabinet on the current financial position of the Council                                                       | Tbc                                | Councillor Julian Thompson-Hill / Steve Gadd               |
|                    | 9                          | Items from Scrutiny Committees                                                             | To consider any issues raised by Scrutiny for Cabinet's attention                                                        | Tbc                                | Scrutiny Coordinator                                       |
| <b>18 Feb 2020</b> | 1                          | Procurement of Care and support for the Extra Care Housing Scheme, Llys Y Dyffryn, Denbigh | To seek Cabinet authorisation to procure the care and support for the Extra Care Housing Scheme, Llys Y Dyffryn, Denbigh | Yes                                | Councillor Bobby Feeley / Phil Gilroy / Emily Jones-Davies |

## Cabinet Forward Work Plan

| Meeting            | Item (description / title) |                                                                  | Purpose of report                                                                                                                                                                                               | Cabinet Decision required (yes/no) | Author – Lead member and contact officer              |
|--------------------|----------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------------------------|
|                    | 2                          | Approval for the North Wales Regional Supported Living Agreement | To approve the acceptance / rejection of tenders in relation to a procurement exercise led by Denbighshire County Council on behalf of the six North Wales Councils and Betsi Cadwaladr University Health Board | Yes                                | Councillor Bobby Feeley / Phil Gilroy / Alison Heaton |
|                    | 3                          | Finance Report                                                   | To update Cabinet on the current financial position of the Council                                                                                                                                              | Tbc                                | Councillor Julian Thompson-Hill / Steve Gadd          |
|                    | 4                          | Items from Scrutiny Committees                                   | To consider any issues raised by Scrutiny for Cabinet's attention                                                                                                                                               | Tbc                                | Scrutiny Coordinator                                  |
| <b>24 Mar 2020</b> | 1                          | Finance Report                                                   | To update Cabinet on the current financial position of the Council                                                                                                                                              | Tbc                                | Councillor Julian Thompson-Hill / Steve Gadd          |
|                    | 2                          | Items from Scrutiny Committees                                   | To consider any issues raised by Scrutiny for Cabinet's attention                                                                                                                                               | Tbc                                | Scrutiny Coordinator                                  |
|                    |                            |                                                                  |                                                                                                                                                                                                                 |                                    |                                                       |
|                    |                            |                                                                  |                                                                                                                                                                                                                 |                                    |                                                       |

## Cabinet Forward Work Plan

| Meeting     | Item (description / title) |                                | Purpose of report                                                                                                        | Cabinet Decision required (yes/no) | Author – Lead member and contact officer                   |
|-------------|----------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------------------------|
| 29 Apr 2020 | 1                          | Contract Procedure Rules       | To consider the reviewed contract procedures rules which will require adoption and form part of the council constitution | Tbc                                | Councillor Julian Thompson-Hill / Lisa Jones / Helen Makin |
|             | 2                          | Finance Report                 | To update Cabinet on the current financial position of the Council                                                       | Tbc                                | Councillor Julian Thompson-Hill / Steve Gadd               |
|             | 3                          | Items from Scrutiny Committees | To consider any issues raised by Scrutiny for Cabinet's attention                                                        | Tbc                                | Scrutiny Coordinator                                       |
|             |                            |                                |                                                                                                                          |                                    |                                                            |
|             |                            |                                |                                                                                                                          |                                    |                                                            |

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Note for officers – Cabinet Report Deadlines

| <i>Meeting</i>  | <i>Deadline</i>   | <i>Meeting</i> | <i>Deadline</i>  | <i>Meeting</i>  | <i>Deadline</i>   |
|-----------------|-------------------|----------------|------------------|-----------------|-------------------|
|                 |                   |                |                  |                 |                   |
| <i>December</i> | <b>3 December</b> | <i>January</i> | <b>7 January</b> | <i>February</i> | <b>4 February</b> |

Updated 03/12/19 - KEJ

Cabinet Forward Work Programme.doc



## Progress with Committee Resolutions

| Date of Meeting | Item number and title                    | Resolution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7 November 2019 | 5. North Wales Fire and Rescue Authority | <p><b>RESOLVED</b> that:</p> <ul style="list-style-type: none"> <li>• <i>The Partnership Scrutiny Committee note the North Wales Fire and Rescue Authority's Environment and Sustainability Strategy</i></li> <li>• <i>The North Wales Fire and Rescue Authority be requested to consider the Moorland Officer post with Natural Resources Wales and Denbighshire County Council</i></li> <li>• <i>Corporate Activity – Electric First Policy to be shared with the North Wales Fire and Rescue Authority</i></li> <li>• <i>Model climate change and emergency response work information to be shared with the North Wales Fire and Rescue Authority.</i></li> </ul> | Officers of both organisations informed of the Committee's recommendations. A meeting was scheduled to be held on 28 November 2019 between representatives from Denbighshire County Council, North Wales Fire and Rescue Service and Natural Resources Wales to discuss how to progress the recommendations made by Communities Scrutiny Committee following its review of the wildfire on Llantysilio Mountain – one of these recommendations was the creation of a Moorland Management Officer post |

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|  | <b>6. Support Budgets for People with Eligible Care and Support Needs</b> | <i><b>RESOLVED</b> that, subject to the above, Partnerships Scrutiny Committee acknowledges the progress being made in developing, promoting and rolling-out support budgets for people eligible to receive them.</i> | Lead Member and Officers informed of the Committee's observations                                                                |
|  | <b>7. Single Access Route to Housing (SARTH)</b>                          | <i><b>RESOLVED</b> that the Partnerships Scrutiny Committee note the contents of the report.</i>                                                                                                                      | Lead Member, Council Officers and the Chief Executive of Clwyd Alyn Housing Association informed of the Committee's observations |