

To: Members of the Partnerships
Scrutiny Committee

Date: 12 December 2019

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Dear Councillor

You are invited to attend a meeting of the **PARTNERSHIPS SCRUTINY COMMITTEE** to be held at **10.00 am** on **THURSDAY, 19 DECEMBER 2019** in **MEETING ROOM 4, COUNTY HALL, RUTHIN.**

Yours sincerely

G. Williams
Head of Legal, HR and Democratic Services

PLEASE NOTE THAT THERE IS A BRIEFING FOR ALL ELECTED MEMBERS AT 9:15 A.M. IMMEDIATELY PRIOR TO THE MEETING.

AGENDA

PART 1 - THE PRESS AND PUBLIC ARE INVITED TO ATTEND THIS PART OF THE MEETING

1 APOLOGIES

2 DECLARATIONS OF INTEREST (Pages 5 - 6)

Members to declare any personal or prejudicial interests in any business identified to be considered at this meeting.

3 URGENT MATTERS AS AGREED BY THE CHAIR

Notice of items which, in the opinion of the Chair, should be considered at the meeting as a matter of urgency pursuant to Section 100B(4) of the Local Government Act 1972.

4 MINUTES OF THE LAST MEETING (Pages 7 - 12)

To receive the minutes of the Partnerships Scrutiny Committee meeting held on 7 November 2019 (copy attached).

10.05am – 10.10am

5 DENBIGH INFIRMARY

To receive a presentation from representatives of the Betsi Cadwaladr University Health Board outlining:

- (i) progress to date in relation to the re-provision of services at Denbigh Infirmary and the Board's plans for the future enhancement of services at the facility;
- (ii) the Health Board and partners' future vision for health and social care services in the Denbigh area

10.10am – 10.45am

6 NORTH DENBIGHSHIRE COMMUNITY HOSPITAL PROJECT

To receive a presentation from representatives of the Betsi Cadwaladr University Health Board on the progress made to date with the delivery of this project

10.45am – 11.15am

~~~~~BREAK 11.15am - 11.30am~~~~~

7 HEALTH BOARD CAPITAL PROJECTS IN DENBIGHSHIRE

To receive a presentation from representatives of the Betsi Cadwaladr University Health Board updating members on the progress made to date:

- (i) in delivering a range of Health Board projects in Denbighshire; and
- (ii) with the development of the Community Resource Teams

11.30am – 12pm

8 POOLED BUDGETS AGREEMENT FOR CARE HOME ACCOMMODATION FOR OLDER PEOPLE 2019-20 (Pages 13 - 46)

To consider a joint report by the Corporate Director: Communities, Chief Accountant, and the Head of Regional Collaboration (copy attached) which seeks the Committee's observations on the progress made regionally in relation to establishing a pooled fund for care home accommodation for older people

12pm – 12.30pm

9 SCRUTINY WORK PROGRAMME (Pages 47 - 66)

To consider a report by the Scrutiny Coordinator (copy attached) seeking a review of the committee's forward work programme and updating members on relevant issues.

12.30 pm – 12.45 pm

10 FEEDBACK FROM COMMITTEE REPRESENTATIVES

To receive any updates from Committee representatives on various Council Boards and Groups

MEMBERSHIP

Councillors

Councillor Jeanette Chamberlain-Jones (Chair)

Councillor Emrys Wynne (Vice-Chair)

Joan Butterfield
Gareth Davies
Hugh Irving
Pat Jones
Christine Marston

Melvyn Mile
Peter Scott
Rhys Thomas
David Williams

COPIES TO:

All Councillors for information
Press and Libraries
Town and Community Councils

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LOCAL GOVERNMENT ACT 2000

Code of Conduct for Members

DISCLOSURE AND REGISTRATION OF INTERESTS

I, *(name)*

a *member/co-opted member of

*(*please delete as appropriate)*

Denbighshire County Council

CONFIRM that I have declared a ***personal / personal and prejudicial** interest not previously declared in accordance with the provisions of Part III of the Council's Code of Conduct for Members, in respect of the following:-

*(*please delete as appropriate)*

Date of Disclosure:

Committee *(please specify)*:

Agenda Item No.

Subject Matter:

Nature of Interest:

*(See the note below)**

Signed

Date

*Note: Please provide sufficient detail e.g. 'I am the owner of land adjacent to the application for planning permission made by Mr Jones', or 'My husband / wife is an employee of the company which has made an application for financial assistance'.

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PARTNERSHIPS SCRUTINY COMMITTEE

Minutes of a meeting of the Partnerships Scrutiny Committee held in Conference Room 1A, County Hall, Ruthin on Thursday, 7 November 2019 at 10.00 am.

PRESENT

Councillors Joan Butterfield, Jeanette Chamberlain-Jones (Chair), Hugh Irving, Pat Jones, Christine Marston, Peter Scott, David Williams and Emrys Wynne (Vice-Chair)

ALSO PRESENT

Chief Executive (JG), Head of Communities and Customers (LG), Head of Community Support Services (PG), Lead Officer – Community Housing (GD), Democratic Services Manager (SP) and Committee Administrator (SLW)

Also in attendance:

North Wales Fire and Rescue Service:

Shân Morris – Assistant Chief Officer
Kevin Roberts – Assistance Chief Fire Officer
Pippa Hardwick – Corporate Planning Manager

Clare Budden – Chief Executive, Clwyd Alyn Housing Association

Councillor Bobby Feeley – Lead Member for Wellbeing and Independence
Councillor Tony Thomas – Lead Member for Housing and Communities

1 APOLOGIES

Apologies for absence were received from Councillors Gareth Davies, Melvyn Mile and Rhys Thomas.
Rhian Evans – Scrutiny Co-ordinator

2 DECLARATION OF INTERESTS

No declarations of interest.

3 URGENT MATTERS AS AGREED BY THE CHAIR

No urgent matters had been raised.

4 MINUTES OF THE LAST MEETING

The minutes of the Partnerships Scrutiny Committee held on 16 September 2019 were submitted.

At this juncture, the Chair commended the standard of the minutes and thanked the Committee staff.

RESOLVED that the minutes of the Partnerships Scrutiny Committee meeting held on 16 September 2019, be received and confirmed as a correct record.

5 NORTH WALES FIRE AND RESCUE AUTHORITY

The Assistant Chief Officer, Shân Morris, introduced the presentation – North Wales Fire and Rescue Authority – Environment and Sustainability Strategy (previously circulated). Also in attendance from the North Wales Fire and Rescue Authority (the Authority) were Kevin Roberts, Assistant Chief Fire Officer, and Pippa Hardwick, Corporate Planning Manager.

This year, the Authority had been asking local authorities about developing a long-term Environment and Sustainable Strategy. What should the Strategy include? What should be at the forefront of the Authority's thinking in terms of planning for the next 20 or 30 years? What ideas does the Scrutiny Committee have for the services that it might provide in the next decades?

During discussion, the following Points were raised:

- It was confirmed that the Authority worked closely with councils' social care departments, health and third sectors to be able to connect with the most vulnerable citizens in the area. 20,000 home checks had been carried out and call outs had been reduced over the last 10 years by 50%. During home checks, issues e.g. suspected safeguarding and domestic abuse were referred to the council.

The Authority were in discussions with Care and Repair. Care and Repair are a charity who help older people in Wales live independently in their own homes. They offer practical help from delivering major modifications for people most in need to offering advice and recommendations to people who need reliable professionals to carry out work. The involvement of Care and Repair would enable one organisation to carry out a number of jobs which would be better for vulnerable individuals and also for the environment.

- The employment of a Moorlands Officer was raised. It was confirmed that Denbighshire would likely be willing to host the post with discussions currently taking place with Natural Resources Wales and the North Wales Fire and Rescue Authority regarding funding. To date there was no further information as to when the Moorlands Officer post would be confirmed.
- The Chief Executive explained the Denbighshire Electric First Policy. If a vehicle was due to be replaced, it would be replaced with an electric vehicle wherever possible. Shân Morris confirmed such a Policy was not in place at the Authority. It was agreed to share the Electric First Policy with the Authority to assist.
- The emergency response was organised around 44 fire stations located across North Wales with a fleet of 54 fire engines and 35 other appliances including environmental protection units, aerial ladder platforms, narrow access vehicles, foam carriers, boats, technical rescue and incident

command units. It also maintained a “white” fleet of over 100 vehicles for non-emergency work. The “white” fleet of vehicles could be, in time, replaced with electric vehicles but the same could not be done with the “red” vehicles.

- 71% of the Authority’s budget was for employee costs. 20% non-pay costs. 10% on capital financing and the equivalent of 1% being received by way of income.
- How climate change might affect resources – a risk assessment was yet to be carried out as to how climate change might affect resources. A pilot scheme was due to commence to measure the carbon footprint. Consultants, Etha, were aware of the issues and difficulties.

Councillor Joan Butterfield explained about a newly formed Denbighshire panel, the Climate Change and Ecological Emergency Working Group. Assistant Chief Officer Morris requested being sighted on the Group’s activities and initiatives. There was a possibility information could be shared through the Public Services Board meetings.

- No funding was available to the Authority to provide Carbon Monoxide monitors but Care and Repair were able to provide them to vulnerable individuals.
- In respect of high-rise buildings, it was confirmed that aerial ladder platforms were located within areas of North Wales so they would be able to attend any incident within 30 minutes. The “Stay Put Policy” had worked well for many years but had not worked in the Grenville tower block due to the cladding and windows. Work was continually ongoing with Building Managers and evacuation plans were in place.

At this juncture, the Committee thanked the North Wales Fire and Rescue Authority for all the work they carried out.

RESOLVED that:

- *The Partnership Scrutiny Committee note the North Wales Fire and Rescue Authority’s Environment and Sustainability Strategy*
- *The North Wales Fire and Rescue Authority be requested to consider the Moorland Officer post with Natural Resources Wales and Denbighshire County Council*
- *Corporate Activity – Electric First Policy to be shared with the North Wales Fire and Rescue Authority*
- *Model climate change and emergency response work information to be shared with the North Wales Fire and Rescue Authority.*

6 SUPPORT BUDGETS FOR PEOPLE WITH ELIGIBLE CARE AND SUPPORT NEEDS

The Lead Member for Well-being and Independence, Councillor Bobby Feeley, introduced the Support Budgets for People with Eligible Care and Support Needs

report (previously circulated) to provide assurance of delivery against the Council's corporate priority relating to building resilient communities and fulfilment of the objectives of the Social Services and Well-being (SSWB) Act 2014.

Support budgets formed part of a fundamental shift in social care policy and practice requiring a significant change to adult social care systems, processes, culture and practice.

Support budgets enabled citizens to understand the cost of their care, allowing them to work with local authorities to agree the effective and efficient use of resources.

Having agreed eligible outcomes, the assessor and citizen apply the Resource Wheel; a process by which they agree what care and support was available through the assets available to them e.g. family, church, friends, community groups and voluntary organisations.

During in-depth discussions, the following points were raised:

- It was confirmed that each situation was assessed on its own merit.
- Monitoring of the managed care plan would be carried out by regular reviews.
- With regards to the system being more cost effective, the Head of Community Support Services, explained that the budgets were not currently separated, but he would contact finance to ascertain if a breakdown could be facilitated.
- Community navigators were a link in to social services and there was also an expectation of Denbighshire staff working within the community to channel through and identify any persons requiring assistance.
- Denbighshire have a good working relationship with CAB who sub-contract to the Benefit Advice Shop.

***RESOLVED** 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.*

At this juncture (11.30 a.m.) there was a 10 minute break.

The meeting reconvened at 11.40 a.m.

7 SINGLE ACCESS ROUTE TO HOUSING (SARTH)

The Lead Member for Housing and Communities introduced the Single Access Route to Housing (SARTH) report (previously circulated) to detail the operation of SARTH which dealt with how applications for social housing were managed.

SARTH is the "Single Access Route to Housing" which was the name given to the Common Housing Allocations Policy between Denbighshire, Flintshire and Conwy Councils together with the Housing Associations (Registered Social Landlords – RSLs) that operate in these counties.

The Policy ensured that social housing allocations were delivered in accordance with housing legislation (Housing Act 1996, Housing (Wales) 2014) and the Code of Guidance for the Allocation of Accommodation. This was necessary to mitigate the risk of legal challenge but also to ensure that homes were allocated to those most in need.

The overall operation of the policy was monitored by a Regional Steering Group made up of Conwy, Denbighshire, Flintshire Councils and Registered Social Landlords.

Whilst the policy was a joint partnership between the three counties, the delivery of the common housing register was individual to each county. In Denbighshire there was one single register for all social housing let by the council and the six RSLs in operation within Denbighshire.

With regards to the operational delivery of the Denbighshire common register, a decision was made in September 2016 to partner with Flintshire County Council as they were already delivering the service and had been through the significant change process to ensure smooth implementation and operation of the service.

The service involved handling over 300 calls per week. Cases were often referred to other services such as Homeless Prevention, Housing Enforcement, Tai Teg and also support services. Call handling and written correspondence were all Denbighshire branded and customers were not aware of where the staff were located.

The cost of delivering the partnership was less than the cost to deliver the service alone. The annual cost to Denbighshire was currently £52k.

The operation and performance of the partnership agreement with Flintshire was monitored to ensure service standards were delivered and maintained including call answering performance.

The Chief Executive of Clwyd Alyn Housing Association, Clare Budden confirmed that accommodation was in short supply and there was especially a lack of accommodation for young single people. Clwyd Alyn had received regeneration funding from the Welsh Government and were in the process of emptying homes in Edward Henry Street, Rhyl, in readiness for demolition and new properties to be built.

A brief summary of the projects Clwyd Alyn had recently carried out in different areas was given to members.

It was confirmed that the housing application was a telephone based service which was an easier process for applicants. The telephone number for SARTH was answered by people who were technical experts and, therefore, this was the best number for people to speak to regarding options for housing.

If anyone was interested in shared ownership Tai Teg was the organisation to contact. The SARTH telephone line would ask all the relevant questions to

ascertain whether the applicant was interested in renting a property or a shared ownership and they would then be signposted to the best person/organisation to assist them.

The Partnerships Scrutiny Committee thanked the officers and especially the Chief Executive of Clwyd Alyn Housing Association for attending the meeting and providing such a lot of worthwhile information.

RESOLVED that the Partnerships Scrutiny Committee note the contents of the report.

8 SCRUTINY WORK PROGRAMME

The Democratic Services Manager submitted a report (previously circulated) seeking the members' review of the Committee's work programme and provided an update on relevant issues.

19 December 2019 – Lead Member, Councillor Bobby Feeley to be invited to attend.

All present confirmed the representatives on the Service Challenge Groups.

RESOLVED that:

- (i) *The forward work programme as detailed in Appendix 1 to the report, be approved*
- (ii) *The Partnership Scrutiny Committee confirmed the representatives on the Service Challenge Groups*

9 FEEDBACK FROM COMMITTEE REPRESENTATIVES

Councillor Peter Scott confirmed he had attended a SSMG meeting at St. Brigid's School in Denbigh which had gone very well.

The meeting concluded at 12:50 p.m.

Report to	Partnerships Scrutiny Committee
Date of meeting	19th December 2019
Lead Member / Officer	Councillor Bobby Feeley, Lead Member for Well-Being and Independence
Report author	Bethan Jones Edwards, Head of Regional Collaboration; Steve Gadd, Chief Accountant; Nicola Stubbins, Corporate Director: Communities (Statutory Director of Social Services)
Title	Pooled Budgets Agreement for Care Home Accommodation for Older People 2019-20

1. What is the report about?

The regional pooled budget for care homes accommodation

- 1.1. Steps have now been taken regionally to ensure compliance with the requirement within the Social Services and Well-Being (Wales) Act 2014 to establish and maintain pooled funds for care homes accommodation functions for older people.
- 1.2. Cabinet received an update report in July 2019 about the establishment of a single regional, non-risk sharing pooled fund for care homes accommodation functions to be hosted by Denbighshire County Council for a period of three years.

2. What is the reason for making this report?

To provide members with an update on progress

- 2.1. Arrangements were put in place for the 6 Local Authorities and the Health Board to seek approval to enter into the pooled budget arrangement. The

intention was that the first transfer of funds would take place in Quarter 2 2019/20.

- 2.2. Confirmation was received from each of the Local Authorities of the approval gained to enter into this pooled budget arrangement and signatures progressed for the legal agreement. This agreement gives protection to Denbighshire County Council as the 'host authority' for the pooled budget.
- 2.3. The approval process within the Health Board was delayed which led to the first transfer of funds not being able to take place, the approval is now in place and it is now the intention to transfer from Quarter 3.
- 2.4. Arrangements are now in place for the Quarter 3 transfer of funds to be processed in January 2020 and confirmation is being sought as to whether there is a need to retrospectively transfer funds relating to Quarters 1 and 2.
- 2.5. The Welsh Government commissioned a review of the pooled budget arrangements in place for care homes accommodation, this was undertaken by KPMG. Denbighshire County Council officers attended the review meeting along with Health Board officers. To date, there is no feedback or report on this review available.

3. What are the Recommendations?

That

- 3.1. Members consider the information provided and comment on the progress made regionally in meeting the requirements within Part 9 of the Social Services and Well-Being (Wales) Act 2014 which requires a regional pooled fund to be established for care home accommodation for older people.
- 3.2. Members confirm that they have read and understood the Well-Being Impact Assessment attached at Appendix 1.
- 3.3. Members are assured that by each partner signing the legal pooled budgets agreement at Appendix 2, that Denbighshire County Council, as 'host authority' for the pool has appropriate protections in place to protect itself from financial and reputation risks.

- 3.4. Members are assured that by entering and complying with pooling of care home budgets it is complying with the legislation under Part 9 of the Social Services and Well-Being (Wales) Act 2014.
- 3.5. Denbighshire County Council continues to work with partners to deliver seamless, service user focussed services to its citizens in partnership with other Local Authorities and the Health Board through its pooled budget arrangements and wider through the work of the Regional Partnership Board.

4. Report details

- 4.1. Members will be aware that Part 9 of the Social Services and Well-Being (Wales) Act 2014 provides for Regional Partnership Boards to be established. These Boards bring together health, social services, the third sector and other partners to take forward effective integration of health and social services. Whilst the Regional Partnership Boards have strategic and oversight responsibilities in relation to promoting the use of pooled fund arrangements, it is the responsibility of the partners themselves to establish, develop and operate any pooled budget arrangement.
- 4.2. Members will recall that a Regional Integration Agreement has previously been endorsed by Denbighshire County Council and the other Local Authorities and the Health Board. This sets out the partners' approach to integrated working and to provide a framework outlining how integration may be achieved in the region including the pooling of funds. This pooled fund agreement is one of the identified areas for integration and pooling of funds included within the Integration Agreement.
- 4.3. This pooled budget arrangement is non-risk sharing. There is no delegation of functions involved as part of this arrangement. This means that all partners will continue to retain full individual responsibility for fulfilling their statutory duties in so far as commissioning and provision of care home accommodation is concerned. Budget and expenditure also remains the sole responsibility of each individual partner.
- 4.4. Quarterly reports on the pooled budget arrangements will be available to the Regional Partnership Board and to each individual partner organisation.

5. How does the decision contribute to the Corporate Priorities?

- 5.1. The Council works with people and communities to build independence and resilience
- 5.2. Everyone is supported to live in homes that meet their needs
- 5.3. Place where younger people will want to live and work and have the skills to do so.

6. What will it cost and how will it affect other services?

- 6.1. The costs for maintaining and managing the pooled budget arrangement is being met through funds available to the Regional Collaboration Team, via Welsh Government Grants or partner contributions. The Regional Collaboration Team is hosted in Denbighshire County Council.

7. What are the main conclusions of the Well-being Impact Assessment?

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

8. What consultations have been carried out with Scrutiny and others?

- 8.1 Scrutiny has received update reports on the following dates:

6 April 2017; 2 November 2017; 28 June 2019.

- 8.2 The Director of Social Services has reported on progress at the Regional Partnership Board on a regular basis, the last report being in June 2019.

9. Chief Finance Officer Statement

- 9.1. The development of a non-risk sharing pool to include financial transactions was supported in order to meet legislative requirements.

10. What risks are there and is there anything we can do to reduce them?

10.1. The legal agreement which each partner organisation enters into provides a framework which offers consistency, clarity and protection for all partners in respect of the establishment, operation and governance of the non-risk sharing pooled fund. The agreement lasts for a period of 3 years from its commencement and the arrangements will therefore need to be robustly reviewed prior to the expiry of the 3 year period.

11. Power to make the decision

11.1. Sections 1660167 Social Services and Well-Being (Wales) Act 2014

11.2. The Partnership Arrangements (Wales) Regulations 2015

11.3. Part 9 Statutory Guidance (Partnerships and Integration)

11.4. Section 2 Local Government Act 2000

11.5. Partnerships Scrutiny Committee's role in ensuring that the Council's interests, resources and priorities are reflected in the work of partnerships involving the Council are outlined in Section 7.3 of the Council's Constitution, whilst Section 7.4.2(b) stipulates Scrutiny's powers in respect of examining performance related matters.

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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

Overall Impact	Neutral
Justification for impact	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.
Further actions required	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:

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

Negative impacts identified:

A low carbon society	
Quality communications, infrastructure and transport	
Economic development	
Quality skills for the long term	
Quality jobs for the long term	
Childcare	

A resilient Denbighshire

Overall Impact	Neutral
Justification for impact	This is a proposal for the establishment of a pooled budget for care homes

Further actions required	Refer to the partnership agreement.
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Positive impacts identified:

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

Negative impacts identified:

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

A healthier Denbighshire

Overall Impact	Positive
Justification for impact	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.
Further actions required	There should be no negative impact, care homes are monitored on the quality of their services.

Positive impacts identified:

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

Negative impacts identified:

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

A more equal Denbighshire

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

Positive impacts identified:

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	
People who suffer discrimination or disadvantage	
Areas with poor economic, health or educational outcomes	
People in poverty	

Negative impacts identified:

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	
People who suffer discrimination or disadvantage	
Areas with poor economic, health or educational outcomes	
People in poverty	

A Denbighshire of cohesive communities

Overall Impact	Neutral	Page 24
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Justification for impact	Creating the pooled budget is a process issue and should not have any impact at all on those receiving the services
Further actions required	Refer to the partnership agreement

Positive impacts identified:

Safe communities and individuals	
Community participation and resilience	
The attractiveness of the area	
Connected communities	
Rural resilience	

Negative impacts identified:

Safe communities and individuals	
Community participation and resilience	
The attractiveness of the area	
Connected communities	
Rural resilience	

A Denbighshire of vibrant culture and thriving Welsh language

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

Positive impacts identified:

People using Welsh	
Promoting the Welsh language	
Culture and heritage	

Negative impacts identified:

People using Welsh	
Promoting the Welsh language	
Culture and heritage	

A globally responsible Denbighshire

Overall Impact	Neutral
Justification for impact	No change to current
Further actions required	There should not be any negative impacts.

Positive impacts identified:

Local, national, international supply chains	
Human rights	
Broader service provision in the local area or the region	

Negative impacts identified:

Local, national, international supply chains	
Human rights	
Broader service provision in the local area or the region	



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

**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:

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Report to	Partnerships Scrutiny Committee
Date of meeting	19 December 2019
Lead Officer	Rhian Evans, Scrutiny Co-ordinator
Report author	Rhian Evans, Scrutiny Co-ordinator
Title	Scrutiny Work Programme

1. What is the report about?

The report presents Partnerships Scrutiny Committee with its draft forward work programme for members' consideration.

2. What is the reason for making this report?

To seek the Committee to review and agree on its programme of future work, and to update members on relevant issues.

3. What are the Recommendations?

That the Committee

3.1 considers the information provided and approves, revises or amends its forward work programme as it deems appropriate; and

3.2 identifies key messages and themes from the current meeting which it wishes to publicise via the press and/or social media.

4. Report details

4.1 Section 7 of Denbighshire County Council's Constitution sets out each Scrutiny Committee's terms of reference, functions and membership, as well as the rules of procedure and debate.

- 4.2 The Constitution stipulates that the Council's scrutiny committees must set, and regularly review, a programme for their future work. By reviewing and prioritising issues, members are able to ensure that the work programme delivers a member-led agenda.
- 4.3 For a number of years it has been an adopted practice in Denbighshire for scrutiny committees to limit the number of reports considered at any one meeting to a maximum of four plus the Committee's own work programme report. The aim of this approach is to facilitate detailed and effective debate on each topic.
- 4.4 In recent years the Welsh Government (WG) and the Wales Audit Office (WAO) have highlighted the need to strengthen scrutiny's role across local government and public services in Wales, including utilising scrutiny as a means of engaging with residents and service-users. From now on scrutiny will be expected to engage better and more frequently with the public with a view to securing better decisions which ultimately lead to better outcomes for citizens. The WAO will measure scrutiny's effectiveness in fulfilling these expectations.
- 4.5 Having regard to the national vision for scrutiny whilst at the same time focussing on local priorities, the Scrutiny Chairs and Vice-Chairs Group (SCVCG) recommended that the Council's scrutiny committees should, when deciding on their work programmes, focus on the following key areas:
- budget savings;
 - achievement of the Corporate Plan objectives (with particular emphasis on the their deliverability during a period of financial austerity);
 - any other items agreed by the Scrutiny Committee (or the SCVCG) as high priority (based on the PAPER test criteria – see reverse side of the 'Member Proposal Form' at Appendix 2) and;
 - Urgent, unforeseen or high priority issues
- 4.6 Scrutiny Proposal Forms
- As mentioned in paragraph 4.2 above the Council's Constitution requires scrutiny committees to prepare and keep under review a programme for their future work.

To assist the process of prioritising reports, if officers are of the view that a subject merits time for discussion on the Committee's business agenda they have to formally request the Committee to consider receiving a report on that topic. This is done via the submission of a 'proposal form' which clarifies the purpose, importance and potential outcomes of suggested subjects. No officer proposal forms have been received for consideration at the current meeting.

- 4.7 With a view to making better use of scrutiny's time by focussing committees' resources on detailed examination of subjects, adding value through the decision-making process and securing better outcomes for residents, the SCVCG decided that members, as well as officers, should complete 'scrutiny proposal forms' outlining the reasons why they think a particular subject would benefit from scrutiny's input. A copy of the 'member's proposal form' can be seen at Appendix 2. The reverse side of this form contains a flowchart listing questions which members should consider when proposing an item for scrutiny, and which committees should ask when determining a topic's suitability for inclusion on a scrutiny forward work programme. If, having followed this process, a topic is not deemed suitable for formal examination by a scrutiny committee, alternative channels for sharing the information or examining the matter can be considered e.g. the provision of an 'information report', or if the matter is of a very local nature examination by the relevant Member Area Group (MAG). No items should be included on a forward work programme without a 'scrutiny proposal form' being completed and accepted for inclusion by the Committee or the SCVCG. Assistance with their completion is available from the Scrutiny Co-ordinator.

Cabinet Forward Work Programme

- 4.8 When determining their programme of future work it is useful for scrutiny committees to have regard to Cabinet's scheduled programme of work. For this purpose a copy of the Cabinet's forward work programme is attached at Appendix 3.

Progress on Committee Resolutions

- 4.9 A table summarising recent Committee resolutions and advising members on progress with their implementation is attached at Appendix 4 to this report.

5. Scrutiny Chairs and Vice-Chairs Group

5.1 Under the Council's scrutiny arrangements the Scrutiny Chairs and Vice-Chairs Group (SCVCG) performs the role of a coordinating committee. The Group met on 31 October, no items were referred to this Committee for consideration at that meeting. The Group's next meeting is scheduled for the afternoon of 19 December 2019.

5.2 With a view to raising Scrutiny's profile and encouraging public engagement the Group decided that all three scrutiny committees should, for a trial period, identify key themes or messages arising from their meetings for publication via the Authority's social media pages and the local press. The Committee is therefore asked to identify which themes or messages it wishes to highlight from the current meeting.

6. How does the decision contribute to the Corporate Priorities?

Effective scrutiny will assist the Council to deliver its corporate priorities in line with community needs and residents' wishes. Continual development and review of a coordinated work programme will assist the Council to deliver its corporate priorities, improve outcomes for residents whilst also managing austere budget cuts.

7. What will it cost and how will it affect other services?

Services may need to allocate officer time to assist the Committee with the activities identified in the forward work programme, and with any actions that may result following consideration of those items.

8. What are the main conclusions of the Well-being Impact Assessment?

A Well-being Impact Assessment has not been undertaken in relation to the purpose or contents of this report. However, Scrutiny's through it work in examining service delivery, policies, procedures and proposals will consider their impact or

potential impact on the sustainable development principle and the well-being goals stipulated in the Well-being of Future Generations (Wales) Act 2015.

9. What consultations have been carried out with Scrutiny and others?

None required for this report. However, the report itself and the consideration of the forward work programme represent a consultation process with the Committee with respect to its programme of future work.

10. What risks are there and is there anything we can do to reduce them?

No risks have been identified with respect to the consideration of the Committee's forward work programme. However, by regularly reviewing its forward work programme the Committee can ensure that areas of risk are considered and examined as and when they are identified, and recommendations are made with a view to addressing those risks.

11. Power to make the decision

Section 7.11 of the Council's Constitution stipulates that scrutiny committees and/or the Scrutiny Chairs and Vice-Chairs Group will be responsible for setting their own work programmes, taking into account the wishes of Members of the Committee who are not members of the largest political group on the Council.

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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	Cllrs. Brian Jones & Tony Thomas (representatives from the Trunk Road Agency to be invited)	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)
	Leader	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	Cllr. Bobby Feeley	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	Cllr. Mark Young	1. Community Safety Partnership [Crime and Disorder Scrutiny Committee]	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>	<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</p>		
	Cllr. Bobby Feeley	2. Annual Report on Adult Safeguarding 2019/20	<p>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</p>	<p>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</p>	<p>Phil Gilroy/Alaw Pierce/Nerys Tompsett</p>	<p>September 2019</p>
5 November						

Meeting	Lead Member(s)	Item (description / title)	Purpose of report	Expected Outcomes	Author	Date Entered
17 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 July 2019 (deferred with the Chair's permission 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

Information/Consultation Reports

Information / Consultation	Item (description / title)	Purpose of report	Author	Date Entered
Information Report <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
Information Report (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

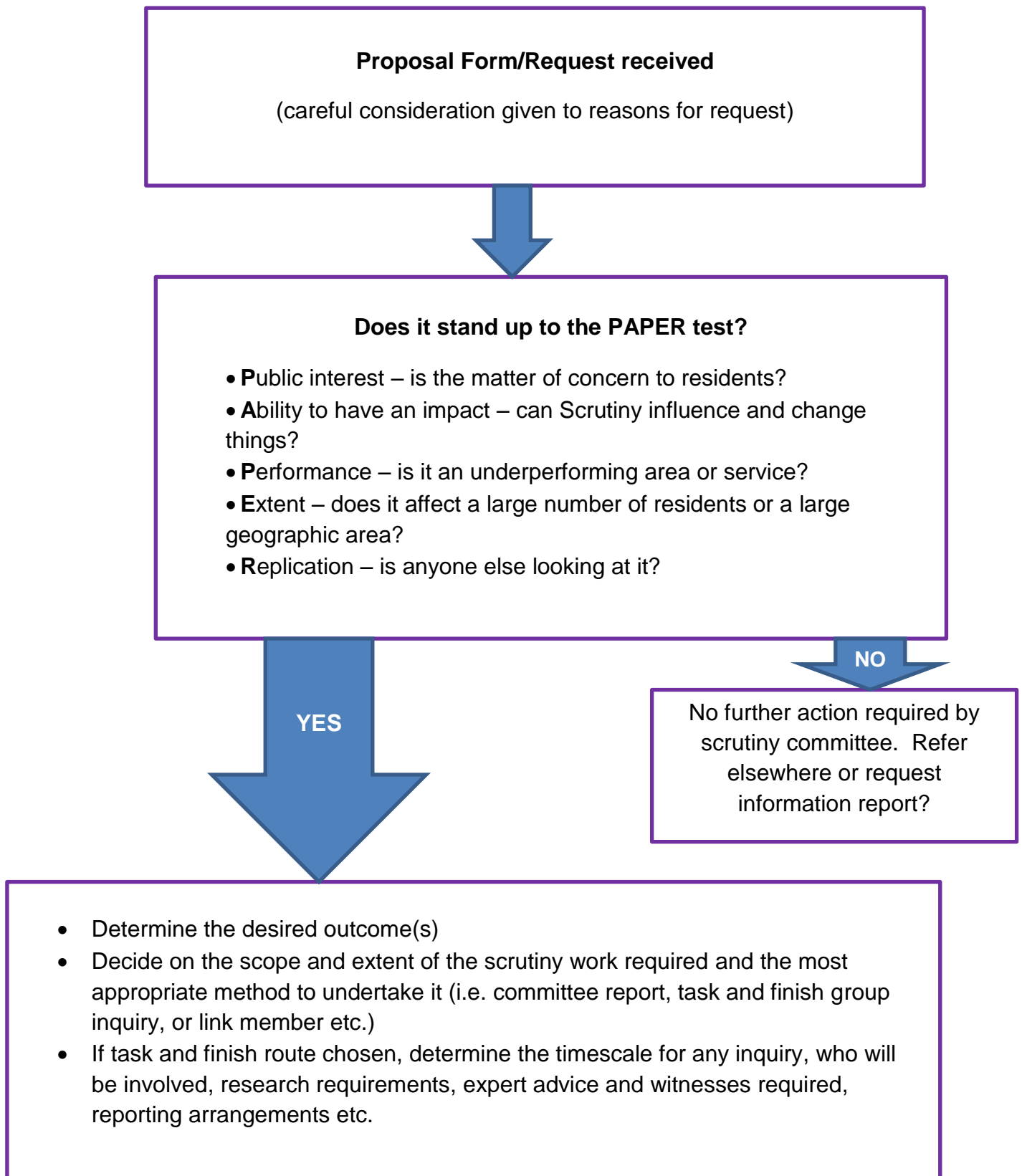
Meeting	Deadline	Meeting	Deadline	Meeting	Deadline
13 Feb 2020	30 January 2020	2 April	19 March	21 May	7 May

Partnerships Scrutiny Work Programme.doc

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Member Proposal Form for Scrutiny Forward Work Programme	
NAME OF SCRUTINY COMMITTEE	
TIMESCALE FOR CONSIDERATION	
TOPIC	
What needs to be scrutinised (and why)?	
Is the matter one of concern to residents/local businesses?	YES/NO
Can Scrutiny influence and change things? (if 'yes' please state how you think scrutiny can influence or change things)	YES/NO
Does the matter relate to an underperforming service or area?	YES/NO
Does the matter affect a large number of residents or a large geographical area of the County (if 'yes' please give an indication of the size of the affected group or area)	YES/NO
Is the matter linked to the Council's Corporate priorities (if 'yes' please state which priority/priorities)	YES/NO
To your knowledge is anyone else looking at this matter? (If 'yes', please say who is looking at it)	YES/NO
If the topic is accepted for scrutiny who would you want to invite to attend e.g. Lead Member, officers, external experts, service-users?	
Name of Councillor/Co-opted Member	
Date	

Consideration of a topic's suitability for scrutiny



Cabinet Forward Work Plan

Meeting	Item (description / title)		Purpose of report	Cabinet Decision required (yes/no)	Author – Lead member and contact officer
21 Jan 2020	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
18 Feb 2020	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
24 Mar 2020	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>	3 December	<i>January</i>	7 January	<i>February</i>	4 February

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>RESOLVED that:</p> <ul style="list-style-type: none"> • <i>The Partnership Scrutiny Committee note the North Wales Fire and Rescue Authority's Environment and Sustainability Strategy</i> • <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> • <i>Corporate Activity – Electric First Policy to be shared with the North Wales Fire and Rescue Authority</i> • <i>Model climate change and emergency response work information to be shared with the North Wales Fire and Rescue Authority.</i> 	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

	6. Support Budgets for People with Eligible Care and Support Needs	<i>RESOLVED 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
	7. Single Access Route to Housing (SARTH)	<i>RESOLVED 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