



**CYFARFOD BWRDD PRIFYSGOL IECHYD
UNIVERSITY HEALTH BOARD MEETING**

DYDDIAD Y CYFARFOD: DATE OF MEETING:	28 July 2022
TEITL YR ADRODDIAD: TITLE OF REPORT:	Ceredigion Community Equipment Services: Section 33 Agreement
CYFARWYDDWR ARWEINIOL: LEAD DIRECTOR:	Jill Paterson (Director of Primary Care, Community & Long-Term Care)
SWYDDOG ADRODD: REPORTING OFFICER:	Jill Paterson (Director of Primary Care, Community & Long-Term Care)

Pwrpas yr Adroddiad (dewiswch fel yn addas)

Purpose of the Report (select as appropriate)

Ar Gyfer Penderfyniad/For Decision

**ADRODDIAD SCAA
SBAR REPORT**

Sefyllfa / Situation

This paper is seeking Board approval of an updated Agreement for Ceredigion's Integrated Provision of Community Equipment Services; pursuant to section 33 of *The National Health Service (Wales) Act 2006* (**Appendix 1**).

Prior to the date of this Agreement, and from 1 April 2009, the Partners (and where relevant their predecessor organisations) have operated arrangements pursuant to Section 33 of the Act for the delivery of the service. There have been Agreements in place since 2009, with some gaps, but the service has been continuous throughout.

The latest Agreement was entered into by Ceredigion Country Council (1) Hywel Dda University Local Health Board (2) on 1st September 2021 for the period 1st April 2020 to the 31st March 2022; due to urgency, this was agreed by Chair's actions on 26th August 2021.

The Agreement is for the provision of a service for the issue and retrieval of aids and equipment from the Joint Equipment Store based at Felinfach, Lampeter in Ceredigion.

Cefndir / Background

Part 9 of the *Social Services and Well-being (Wales) Act 2014* requires Local Authorities and Local Health Boards to establish formal partnership arrangements and set up pooled funding arrangements. Aside from being a statutory requirement, there is a really compelling case for integration. Pooled budgets are just an end result of a vital process of bringing together health and social care transformation so that the way our population access services becomes more seamless and that the service model is based on a whole system approach.

The Agreement will continue to provide the framework for taking forward future development of the Integrated Provision of Community Equipment Services, which is a vital component of Health and Social Care in the Community, preventing dependency, promoting independence and ensuring safety for our residents and their carers.

The revised Agreement will be for a period of three years; from **1 April 2022 to 31 March 2025**.

The Integrated Community Equipment Stores Board (ICES Board) will agree by 31st December in each year, the financial procedures and arrangements for the operation of this Agreement for the following financial year (1st April to following 31st March), including the percentage split between the Parties for the next financial year. This will act as a Revised Annual Finance Agreement, which sets out the budget. This is in accordance with clause 9.3 of the Agreement.

The proposed budget for the following Financial Year will be presented to and agreed by the ICES Board no later than 28th February in each year. The budget as agreed by the ICES Board will take into account effects on other budgets and other financial flows of the Partners.

The provision of Community Services Equipment has been operational since 2009 and the purpose of this Agreement is to formalise the legal arrangements.

Asesiad / Assessment

Regulation 4(2) of the *NHS Bodies and Local Authorities Partnership Arrangements (Wales) Regulations 2000*, provides that the partners may not enter into any partnership arrangements unless they have consulted jointly such persons as appear to them to be affected by such arrangements. As this Service has been in place since 2009, and as it is not considered that any party will be affected by the formalising of the legal position, no additional consultation has been undertaken at this stage.

This revised Agreement needs to be formally approved by Hywel Dda University Health Board under Section 33 of the *National Health Service (Wales) Act 2006*, in order to ensure the shared responsibility for the future development of the services and any associated risks are identified through a clear governance framework.

It is proposed that the current Agreement for a Joint Equipment Store for the county of Ceredigion will continue for three years.

The only significant differences from the existing Agreement are:

- Effective date: it is proposed that the Agreement will run from 1 April 2022, as this accurately reflects the arrangements between the parties. The Agreement is for a longer period and will expire on 31st March 2025. The Agreement cannot be sealed until such time as it has Board and Council approval;
- Definition and updated legislation changes to reflect the current position; and
- Schedule 4, Appendix 1 has been updated to reflect the current process, and the total combined budget for the Integrated Community Equipment service for 2022/23 - £547k; the UHB's annual contribution is £399k, an increase from 2021/22, with the Council's contribution decreasing by the same amount. The increase is due to the rise in acuity and complexity of individuals be cared for in the Community. This is reflective in the ever-increasing numbers of patients under the care of our District Nurses Service. Currently, the District Nursing service have in total in Ceredigion 1,660 on their case load. This does not account for other services who prescribe equipment when individuals have been identified as a having a health need. This increase demonstrates that Health services are delivering on our key objective of care closer to home. This contribution will be discussed and agreed by the ICES Board each year.

The Agreement at **Appendix 1** is in draft form and could be subject to further change, but any changes will not significantly affect the Agreement.

Argymhelliad / Recommendation

The Board is requested to approve the revised draft Agreement (**Appendix 1**) for Ceredigion's Integrated Provision of Community Equipment Services for the period 1st April 2022 until 31st March 2025 made pursuant to Section 33 of the *National Health Service (Wales) Act 2006*, in order for this to be sealed and signed by both Hywel Dda University Health Board and Ceredigion County Council.

Amcanion: (rhaid cwblhau) Objectives: (must be completed)	
Cyfeirnod Cofrestr Risg Datix a Sgôr Cyfredol: Datix Risk Register Reference and Score:	N/A
Safon(au) Gofal ac Iechyd: Health and Care Standard(s): Hyperlink to NHS Wales Health & Care Standards	2.9 Medical Devices, Equipment and Diagnostic Systems
Amcanion Strategol y BIP: UHB Strategic Objectives: Hyperlink to HDdUHB Strategic Objectives	2. Living and working well
Amcanion Llesiant BIP: UHB Well-being Objectives: Hyperlink to HDdUHB Well-being Statement	Support people to live active, happy and healthy lives

Gwybodaeth Ychwanegol: Further Information:	
Ar sail tystiolaeth: Evidence Base:	N/A
Rhestr Termiau: Glossary of Terms:	Defined in the SBAR
Partïon / Pwyllgorau â ymgynhorwyd ymlaen llaw y Cyfarfod Bwrdd Iechyd Prifysgol: Parties / Committees consulted prior to University Health Board:	Ceredigion County Council

Effaith: (rhaid cwblhau) Impact: (must be completed)	
Ariannol / Gwerth am Arian: Financial / Service:	See Schedule 4, Appendix 1 of the Agreement: UHB's contribution is £333k (£27,750k per calendar month)
Ansawdd / Gofal Claf: Quality / Patient Care:	Aim is to support patients to remain independent
Gweithlu: Workforce:	See Agreement

Risg: Risk:	N/A
Cyfreithiol: Legal:	<ul style="list-style-type: none"> • <i>The National Health Service (Wales) Act 2006;</i> • <i>The Social Services & Well-being (Wales) Act 2014;</i> • <i>The National Health Service Bodies and Local Authorities Partnership Arrangements (Wales) Regulations 2000, S.I. No. 2993 (W.193); as amended by The National Health Service Bodies and Local Authority Partnership Arrangements (Wales) (Amendment) Regulations 2004, S.I. No.1390; and any other regulations which may amend or replace these.</i> <p>Legal requirement under Part 9 of the <i>Social Services and Well-being (Wales) Act 2014</i> and Section 33 of the <i>National Health Service (Wales) Act 2006</i>.</p>
Enw Da: Reputational:	N/A
Gyfrinachedd: Privacy:	N/A
Cydraddoldeb: Equality:	<p>At this stage, it is not considered that the recommendation to approve the Draft Agreement for the Community Equipment Store will have a disproportionately adverse impact on any protected groups and therefore a full Equality Impact Assessment is not considered necessary.</p> <p>Monitoring of the impact will be conducted through analysis of any complaints received in relation to equality, diversity or human rights, which will be addressed on an individual basis and appropriate action taken.</p> <p>In making this decision the UHB must have regard to the public sector equality duty (PSED) the Equality Act 2010, to have due regard to the need to:</p> <ol style="list-style-type: none"> Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act. Advance equality of opportunity between people who share a protected characteristic and those who do not. Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding. <p>The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation. The</p>

PSED covers service users, staff and members of public as a whole who are potentially affected by the Agreement. The PSED is a factor in making this decision but does not impose a duty to achieve the outcomes in s.149. It is a factor that needs to be proportionally considered and may be balanced against other relevant factors. It is, however, important to demonstrate that it has been considered.

DATED

(1) CEREDIGION COUNTY COUNCIL

and

(2) HYWEL DDA UNIVERSITY LOCAL HEALTH BOARD

AGREEMENT

SECTION 33 OF THE NATIONAL HEALTH SERVICE (WALES) ACT 2006

**PARTNERSHIP AGREEMENT
IN RESPECT OF
OF A POOLED FUND FOR THE INTEGRATED PROVISION OF
COMMUNITY EQUIPMENT SERVICES**

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DRAFT

THIS AGREEMENT is made on the _____ day of _____ 2022 **BETWEEN** Ceredigion County Council (the Council) situate at Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, SA46 0PA, and Hywel Dda University Local Health Board (the University Health Board) whose principal office is situate at Ystwyth, Hafan Derwen, St David's Park, Jobs Well Road, Carmarthen, Carmarthenshire, SA31 3BB.

WHEREAS:

- A The Partners are entering into this Agreement for community equipment in exercise of the powers referred to in Section 33 of the National Health Service (Wales) Act 2006 incorporating management of both:-
- a Pooled Fund; and
 - the integrated provision of community equipment through staff of the Council and staff of the University Health Board where the Council is the Lead Provider for the purposes of the Regulations.
- B Prior to the date of this Agreement, and from 1 April 2009, the Partners (and where relevant their predecessor organisations) have operated arrangements pursuant to Section 33 of the Act and the Regulations for the delivery of the Service. An Agreement dated 1st April 2009 between Ceredigion County Council (1) Hywel Dda NHS Trust (2) and Ceredigion Local Health Board (3) in similar terms to this Agreement expired on 31 March 2012 but the Service has been continuous throughout.
- C On 31st March 2017, the Partners entered into a further Agreement for a 12-month period to expire on 31st March 2018.
- D On 17th April 2018, the Partners entered into a further Agreement for a 12-month period to expire on 31st March 2019.
- E. On 26th June 2019, the Partners entered into a further Agreement for a 12-month period to expire on 31st March 2020.
- F. On 1st September 2021, the Partners entered into a further Agreement for a two year period to expire on 31st March 2022.
- G. The purpose of this Agreement is to continue to facilitate the provision of the Service and the development thereof in the manner and location specified in this Agreement for a further period. This Service is to be provided from a Pooled Fund, is within the University Health Board's, and the Council's powers and is limited to eligible people within the Council's administrative area and limited to the respective administrative local areas for the University Health Board.
- H. The Service incorporates certain equipment provisions secured for people through the University Health Board's NHS Health Care Functions and the Council's Health Related Care Functions to be provided or arranged for or by the Council as the Lead Provider of the Service for the Partners.
- I. The Partners shall carry out consultation on the proposals for any scheme with those persons, user groups, staff and statutory and non-statutory providers, who appear to them to be affected by the arrangement, as required by Regulation 4(2) of the Regulations.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **In this Agreement, except where the context otherwise requires, the following expressions shall have the meanings respectively ascribed to them:-**

“Act”	means the National Health Service (Wales) Act 2006;
“Agreement”	means this Agreement and any variation of it from time to time agreed between the Partners;
“Annual Summary”	means the list of policies of the partner organisations, insofar as they have a statutory duty to make such policy, that has an impact upon delivery of the Service;
“Assessment Process”	means the single assessment by the Council, and the University Health Board jointly of prospective Service Users in accordance with national requirements and Guidance or Directions relevant to the provision of the Service or any part thereof as may be issued to the Council or the University Health Board in the future;
“Authorised Officers”	means the person nominated and notified by each of the Partners to the other from time to time as authorised to act on behalf of that Partner (which person shall until further notice be for the Council its Corporate Lead Officer, for the University Health Board its County Director for Ceredigion);
“Community Equipment”	means all equipment provided to eligible individuals by the Service;
“Council”	means Ceredigion County Council (and any successor to its statutory function);
“Data”	means any data, document, code, information, Personal Data in connection with this Agreement.
“Data Incident”	means the reasonable suspicion of, discovery by, or notice to a party that (a) Data has been or is likely to be accessed or obtained by an unauthorised person; or (b) a party’s systems have been or are likely to be compromised or vulnerable; or a person has threatened the unauthorised access to or obtaining of any Data
“Data Protection Laws”	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (UKGDPR)
“Data Subject”	shall have meaning set out in the UKGDPR
“DPA”	means the Data Protection Act 2018 and any subordinate legislation
“DP Regulator”	means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.
“Effective Date”	means the 1 st of April 2022 and accurately reflects the arrangements between the parties as of that date.
“Financial Year”	means the financial year from 1 st April in any year to 31 st March in the following calendar year;

“FOI Legislation”	means the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004
“Health Social Care and Wellbeing Strategy”	means the Ceredigion Well-being Plan
“Integrated Community Equipment Stores Board (ICES)”	means the Integrated Community Equipment Stores Board responsible for the operational management of the Service in accordance with the provisions of Schedule 5;
“Lead Provider”	means the Partner undertaking the function of providing or arranging the Service on behalf of the Partners;
“Partners”	means the Council and the University Health Board, and the term “Partner” shall mean either one of them; the term “Partnership” shall be construed accordingly;
“Personal Data”	has the meaning as defined in the UKGDPR for personal data governed by such laws and shall also include “Personal Information” classified as “personal information” or “personally identifiable information” or similar term under the Applicable Law governing a person’s processing of personal information about an individual;
“Pooled Fund Manager”	means the person determined from time to time under Clause 7.2 and who will at the outset of this Agreement be the Council’s Corporate Lead Officer – Finance & Procurement;
“Pooled Fund”	means the joint fund of monies maintained by the Council comprising shared contributions from the Partners for the purpose of securing the Service pursuant to this Agreement;
“Premises”	means ground floor assessment/meeting rooms and workshop and storage area Unit 1, Aeron Enterprise Park, Felinfach, Lampeter, Ceredigion;
“Revised Annual Finance Agreement”	means the written confirmation of finance contributions and any change in procedures for operation of the Agreement as set out at Schedules 4 and 5;
“Regulations”	means the National Health Service Bodies and Local Authorities Partnership Arrangements (Wales) Regulations 2000, S.I. No. 2993 (W.193); as amended by the National Health Service and Local Authority Partnership Arrangements (Wales) (Amendment) Regulations 2004, S.I. No.1390; and by the National Health Service Bodies and Local Authorities Partnership Arrangements (Amendment) Regulations

2015, S.I. No. 1940 and any other regulations which may amend or replace these;

“Service”	means the provision of equipment or any other related ancillary services or any arranged to, or for, a Service User by the Council in accordance with Guidance issued by Welsh Government in relation to the development of Integrated Community Facilities and/or such alternative or additional guidance or directions relevant to the Service as may be issued to the University Health Board or the Council in the future delivered according to the Aims and Objectives at Schedule 1 and in the manner and locations specified in Schedules 3 and 4;
“Service User”	means any person receiving the benefit of the Service;
“Staff”	means employees of the Council, and employees of the University Health Board, who are directly responsible for assessing and or providing care to Service Users as a part of the arrangements set out at Schedules 3 and 4;
“Term”	means the period from the Effective Date and ending on 31 st March 2025 subject to earlier termination in accordance with the terms of this Agreement;
“University Health Board”	means Hywel Dda University Local Health Board (and any successor to its statutory functions).

- 1.2 Save to the extent that the context or the express provisions of this Agreement otherwise require:-
- 1.2.1. obligations undertaken or to be undertaken by more than a single person shall be made and undertaken jointly and severally;
 - 1.2.2. words importing any gender include any other gender and words in the singular include the plural and words in the plural include the singular;
 - 1.2.3. references to any Statute or statutory provision shall be deemed to refer to any modification or re-enactment thereof for the time being in force whether by Statute, Regulation, Guidance, Direction or Directive which is intended to have direct application within the United Kingdom and has been adopted by the Council of European Communities;
 - 1.2.4. headings and the Index are inserted for convenience only and shall be ignored in interpreting or in the construction of this Agreement;
 - 1.2.5. references in this Agreement to any Clause or Sub-Clause or Schedule or Appendix without further designation shall be construed as a reference to the Clause or Sub-Clause of or Schedule or Appendix to this Agreement so numbered;
 - 1.2.6. any obligation on either of the Partners to provide or procure for the Service shall be a direct obligation on all partners as the context requires;
 - 1.2.7. any reference to “indemnity” or “indemnify” or other similar expressions shall mean that the relevant Partner indemnifies, shall indemnify and keep indemnified and hold harmless the other Partner; and
 - 1.2.8. any reference to a person shall be deemed to include any permitted transferee or assignee of such person and any successor to that person or any person which has taken over the functions or responsibilities of that person but without derogation from any liability of any original Partner to this Agreement.

2. TERM

- 2.1 The Effective Date of this Agreement is the 1st April 2022 as this accurately reflects the arrangements between the parties as of that date and shall continue for the Term, subject to earlier termination as provided below.

3. AIMS AND OBJECTIVES

- 3.1 The Aims and Objectives of this Agreement are set out in Schedule 1.

4. CONTRIBUTIONS

- 4.1 Subject to the outcome of any review under Clause 9.1, the University Health Board's contribution to the Pooled Fund per calendar month shall be as specified in Appendix 1 of Schedule 4, subject to review annually as outlined in 9.3.
- 4.2 Subject to the outcome of any review under Clause 9.1, the Council's contribution to the Pooled Fund per calendar month shall be as specified in Appendix 1 of Schedule 4, subject to review annually as outlined in 9.3
- 4.3 The University Health Board shall make payments identified at Clause 4.1 and 4.2 above to the Council monthly on the 1st day of the month in accordance with the arrangements at Schedule 5.
- 4.4 Any variations to the amounts shown at Clauses 4.1, 4.2 and 4.3 above as additional payments shall be subject to separately agreed arrangements from time to time, as minuted in the ICES Board meetings.
- 4.5 The University Health Board shall make available for use by the Council in support of the Service any other goods or services described at Schedule 4 and which may subject to ICES Board agreement be included in the Pooled Fund as and when required or requested.
- 4.6 The Council shall make the Premises and any other goods or services set out at Schedule 4 available in support of the Service, but for the avoidance of doubt these will not to be considered as an asset under the Agreement or part of the Pooled Fund.

5. NHS HEALTH CARE FUNCTIONS AND HEALTH RELATED CARE FUNCTIONS

- 5.1 The University Health Board's NHS Health Care Functions and the Council's Health Related Care Functions are to be carried out pursuant (in whole or part) as set out in Schedule 2.

6. THE SERVICE AND ITS OPERATION

- 6.1 The Council shall be the Lead Provider and responsible for delivery of the Service.
- 6.2 The eligibility of Service Users to receive the Service shall be assessed in accordance with the provisions of Schedule 3.
- 6.4 The Partners agree that for these purposes that any of the Staff making a protected disclosure (as defined in Section 1 of the Public Interest Disclosure Act 1998) shall not be subjected to any detriment. The Partners declare that any provision in an agreement purporting to preclude the Staff from making a protected disclosure is void.
- 6.5 The Council, as Lead Provider, shall manage and direct the duties of all of the Staff as agreed and this function shall be undertaken according to the structures, duties and limitations of authority of each Partner.

- 6.6 The Council, as Lead Provider, shall ensure that in undertaking any duties to fulfil the functions of this Agreement and in making any decision with respect to a Service User, due consideration is given to the Service User's gender, sexual orientation, religious persuasion, racial origin, cultural and linguistic background, with reference to the Equality Act 2010 and the Human Rights Act 1998 where appropriate as well any legislation or statutory guidance relating to disability of any kind.
- 6.7 The Council, as Lead Provider, shall comply with all Statutes, Regulations, Guidance, Directions, Directives and the Annual Summary relating to the provision of the Service or any part thereof and in particular, but without limitation, shall ensure that all care contracts require that the provision of the Service complies with the National Minimum Standards under the Care Standards Act 2000.
- 6.8 The University Health Board shall ensure the provision of Staff necessary for the provision of the National Health Service health care element of the Assessment Process and the Council shall ensure the provision of the Council staff necessary for the provision of the Health Related Care element of the Assessment Process as referred to in Schedule 2.
- 6.9 The Council will provide annually on 1st October of each year the Annual Summary.

7. POOLED FUND MANAGEMENT

- 7.1 The Council is the Lead Provider for the purposes of the Regulations.
- 7.2 The Pooled Fund Manager will be Ceredigion County Council's Corporate Lead Officer – Finance & Procurement and shall be accountable directly to the Joint Management Board (or in any other case) the Council's Chief Executive.
- 7.3 The Pooled Fund Manager shall delegate to an officer of the Council with responsibility for authorising payments and the Council shall such make payments from the Pooled Fund in accordance with the Service description and the Aims and Objectives, as set out in the Schedules to this Agreement. The scheme of delegation is detailed in Schedule 5.
- 7.4 The Pooled Fund Manager shall delegate to an officer of the Council with responsibility for managing the Pooled Fund and forecasting and reporting to the Joint Management Board upon the targets and information as agreed and any further targets or performance measures that may be set by the ICES Board from time to time.
- 7.5 The Pooled Fund Manager shall delegate to an officer of the Council reporting to both the Authorised Officers in accordance with the requirements of the Regulations. The Council's Authorised Officer shall in turn ensure reporting on the same to the officer of the Council responsible for the administration of its financial affairs.
- 7.6 The Pooled Fund Manager shall delegate to an officer of the Council submission to the Partners bi-monthly reports within twenty (20) days of the end of the month thereof in line with ICES Board meetings and an annual return by 1st October following the end of each year in line with statutory and local deadlines and requirements regarding the income and expenditure from the Pooled Fund, reports on performance against budget and targets and other information by which the Partners can monitor the effectiveness of the Pooled Fund arrangements.
- 7.7 The ICES Board shall be responsible for any costs, claims, expenses or liabilities in excess of the Pooled Fund at any time, save that the Partners shall be individually responsible (in the proportions of their respective contributions of the Pooled Fund for the current Financial Year) for any such costs, claims, expenses or liabilities incurred with the agreement of the Partners in accordance with the terms of this Agreement.

- 7.8 The benefit of any financial surplus in the Pooled Fund at the end of each Financial Year shall:-
- 7.9.1 Be distributed to the Partners proportionate to the original contributions to the Pooled Fund;
- 7.9.2 Without prejudice to Clause 7.9.1 the Partners may agree to carry forward any such financial surplus in the Pooled Fund provided that such carrying forward will be in accordance with any relevant statutory or other legal requirements or guidance.
- 7.9 Any deficits or overspends will be managed in accordance with the Financial Performance/Risk Sharing arrangements detailed in Schedule 4.
- 7.10 The Pooled Fund Manager shall maintain and produce when requested by either of the Partners at the expense of that Partner such information as shall be appropriate to the provision of the Service for so long as any part thereof is being provided to Service Users in accordance with Clause 11, notwithstanding any notice of termination in accordance with Clause 10.
- 7.11 The governance arrangements shall be as set out in Schedule 5.
- 7.12 Each Partner shall pay its own costs and expenses incurred from time to time in the negotiation and management of this Agreement, save as expressly otherwise provided in this Agreement (including, without limitation the functions described at Schedule 5)
- 7.13 Any costs incurred by the Pooled Fund Manager or the Council acting as Lead Provider shall be a cost properly incurred and paid for out of the Pooled Fund.
- 8. INDEMNITY AND INSURANCE**
- 8.1 The Council shall maintain public liability insurance which includes the Service to a minimum level of Ten million pounds (£10,000,000) per claim and aggregate cover of Ten million pounds (£10,000,000) of claims in any Financial Year and shall review the adequacy of such cover not less frequently than once in each Financial Year. The cost of the maintaining this insurance shall be a cost properly incurred and paid for from the Pooled Fund.
- 8.2 The Council shall provide to the University Health Board upon request such evidence as the University Health Board may reasonably require to confirm that the insurance arrangements are satisfactory and are in force at all times.
- 8.3 The Council shall indemnify the University Health Board and its employees and agents against all claims and proceedings (to include any settlements or ex gratia payments made with the consent of the Partners and reasonable legal and expert costs and expenses) made or brought (whether successfully or otherwise):-
- 8.3.1 by or on behalf of any Service User (or his or her dependants) against the University Health Board or any of its employees or agents for personal injury (including death) arising out of the provision of the Service; or
- 8.3.2 by the Council, its employees or agents or by or on behalf of a Service User for a declaration concerning the treatment of a Service User who has suffered such personal injury; and
- 8.3.3 which post-date the commencement of this Agreement.
- 8.4 The above indemnity by the Council shall not apply to any such claim or proceeding:-
- 8.4.1 to the extent that such personal injury (including death) is caused by the negligent or wrongful act(s) or omission(s) or breach of statutory duty by the University Health Board its employees or agents; or

- 8.4.1.1 to the extent that such personal injury (including death) is caused by the failure of the University Health Board, its employees or agents to provide a part of the Service in accordance with this Agreement; in which case and to such extent the University Health Board shall indemnify the Council against such claim or proceeding.
- 8.5 Neither the indemnity from the Council at Clause 8.3 nor that from the University Health Board at Clause 8.4 shall apply to any such claim or proceeding:-
- 8.5.1 unless as soon as reasonably practicable following receipt of notice of such claim or proceeding, the Partner in receipt of it shall have notified the other Partner in writing of it and shall, upon the latter's request and at the latter's cost, have permitted the latter to have full care and control of the claim or proceeding, using legal representation approved by the former Partner, such approval not to be unreasonably withheld; or
- 8.5.2 if the Partner in receipt of the claim or proceeding, its employees or agents shall have made any admission in respect of such claim or proceeding or taken any action related to such claim or proceeding prejudicial to the defence of it without the written consent of the other Partner (such consent not to be unreasonably withheld or delayed), provided that this condition shall not be treated as breached by any statement properly made by the former Partner, its employees or agents in connection with the operation of its internal complaints procedures, accident reporting procedures or disciplinary procedures or where such statement is required by law.
- 8.6 Each Partner shall keep the other Partner and its legal advisers fully informed of the progress of any such claim or proceeding, will consult fully with the other Partner on the nature of any defence to be advanced and will not settle any such claim or proceeding without the written approval of the other Partner (such approval not to be unreasonably withheld).
- 8.7 Without prejudice to the provisions of Clause 8.5.1, all Partners will use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any such claim or proceedings of which they are directly aware and shall keep each other reasonably informed of developments in relation to any such claim or proceeding even where they decide not to make a claim under this indemnity.
- 8.8 The Partners will each give to the other such help as may reasonably be required for the efficient conduct and prompt handling of any claim or proceeding by or on behalf of any Service User (or his or her dependants) or concerning such a declaration as is referred to in Clause 8.3.2.
- 8.9 For the purposes of this indemnity the expression "agents" shall be deemed to include without limitation any nurse, social care or health professional providing services to the Council under contract for services or otherwise and any person carrying out work for the Council under such a contract.

9. REVIEW

- 9.1 The Partners shall review the provision of the Service and this Agreement after 1st April but no later than 31st October annually with a view to confirming the operation of the Pooled Fund and their respective contributions to this for the Financial Year.
- 9.2 The Partners shall use reasonable endeavours in each Financial Year to agree by 31st December for the following Financial Year.
- 9.3 The Partners shall confirm final budgets and any changes to financial procedures by no later than 31st December in each preceding Financial Year for the following Financial Year to operate and this shall form the Revised Annual Finance Agreement in the form as described at Schedule 4.

- 9.4 Reviews at Clause 9.2 and 9.3 shall be conducted in good faith and in accordance with the governance arrangements set out in Schedule 5 be based upon information to be provided as set out in Schedule 5.
- 9.5 No provision of this Agreement shall preclude the Partners, by mutual agreement, making additional contributions of non-recurring monies to the Pooled Fund. Any such additional contributions of non-recurring monies shall be explicitly recorded in Joint Management Board minutes and recorded in the budget statement as a separate item.
- 9.6 The Partners may review the operation of this Agreement on the coming into force (or anticipation of the coming into force) of any relevant statutory or other legislation or guidance affecting the terms of this Agreement so as to ensure that the terms of this Agreement comply with such legislation or guidance.

10. TERMINATION

- 10.1 This Agreement may be terminated by not less than three (3) months' notice from either Partner to the other, If either of the Partners has failed to confirm in writing its respective contribution for the coming Financial Year by Mid-January in accordance with Clause 9.1 or has failed in any subsequent Financial Year to confirm in writing its respective contribution by mid-January in the relevant year in accordance with Clause 9.2.

10.2 If the University Health Board or the Council fails to meet any of its respective obligations under this Agreement the other Partner may by written notice require the Partner in default to take such reasonable action within a reasonable time-scale as the first Partner may specify to rectify such failure. Should the Partner in default fail to rectify such failure within such reasonable time-scale, the other Partner may give notice to terminate this Agreement immediately.

10.3 Either Partner shall be entitled to terminate this Agreement immediately by notice to the other, if the other Partner, its employees or agents either offers, gives or agrees to give to anyone any inducement or reward or confers any other benefit in respect of this or any other Agreement (even if the Partner is unaware of any such action) or otherwise commits any criminal activity or offence including offences under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) of the Local Government Act 1972.

- 10.4 In circumstances other than the above, either Partner may by not less than six (6) months notice to the other terminate this Agreement such notice to expire at any time.
- 10.5 Any purported termination of this Agreement under this Clause shall be without prejudice to any continuing obligations of the Partners under Clauses 7 and 11 and the continued operation of the ICES Board in accordance with Schedules 4 and 5.
- 10.6 In the event of termination of this agreement, for the avoidance of doubt, the Premises shall, subject to the terms and conditions of the Welsh Government Grant, remain the property of the Council, and the other partners may not be entitled to any proportion of the value of the premises, in accordance with Schedule 4
- 10.6 In the event of termination of this agreement, for the avoidance of doubt, all other assets of the Service, after the costs of winding up the Service and excluding the Premises and including community equipment will be distributed in proportion to the Partners' contributions in accordance with Schedule 4.

11 EFFECTS OF TERMINATION

11.1 Notwithstanding any notice of termination in accordance with Clause 10:-

- 11.1.1 the University Health Board, and the Council shall continue to be liable to provide the Service in accordance with this Agreement for all current Service Users at the date of service of the notice of termination until the actual date of termination;
- 11.1.2 the Partners shall remain liable to operate the Pooled Fund in accordance with this Agreement so far as is necessary to ensure fulfilment of the obligations in Clause 11.1.1; and
- 11.1.3 the University Health Board shall remain liable to contribute that proportion of the cost of the Service which either is its proportionate contribution in the current Financial Year or, if such contribution has not at the date of notice of termination yet been confirmed under Clause 9.1 or Clause 9.2, the University Health Board's contribution in the immediately preceding Financial Year represented as a proportion of the aggregate contributions of the University Health Board, and the Council in that preceding Financial Year;

such liabilities to continue for so long as the Service Users shall require the Service or the obligations to third parties under contracts remain to be fulfilled and to include any additional costs attributed to termination which shall be borne in the same proportion as the Partners respective financial contributions herein.

- 11.2 Subject to the foregoing commitments of the Partners, following termination of this Agreement, the Council shall return to the University Health Board within three (3) months any of the Council's contribution to the Pooled Fund which has not been spent on the provision of the Service or any part thereof.
- 11.3 Assets purchased from the Pooled Fund will be disposed of by the Council for the purposes of meeting any of the costs of winding up the Service or where this is not practicable such goods will be shared proportionately between the Partners according to the level of past contributions to the Pooled Fund. Any shortfall in the costs of winding up the service shall be attributed proportionately to the partners.
- 11.4 In the event that this Agreement is terminated in whole or in part (howsoever terminated) the Partners agree to co-operate to ensure an orderly wind down of their joint activities as set out in this Agreement so as to minimise disruption to all Service Users.

12. VARIATION

- 12.1 No variation to this Agreement shall be effective unless it is in writing and signed by both the Partners or has been unanimously approved by the ICES Board.

13. CONFIDENTIALITY

13.1 The Partners shall:-

- 13.1.1 keep confidential any information obtained in connection with this Agreement and personal Service User data subject to the Data Protection Act 2018 and the provisions contained in this Agreement; the Freedom of Information Act 2000: or as directed by law or Court Order.
- 13.1.2 take appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of or damage to such personal data.

- 13.2 The University Health Board and the Council shall keep confidential any information acquired through their conduct of this Agreement and will take all reasonable steps to ensure that their employees do not divulge such information to a third party, without the express consent of both Partners and the Service User, except in accordance with the

requirements for external audit, as may be required by law or where such information is already in the public domain.

14. DISPUTE AND RESOLUTION

14.1 In the event of a dispute between the Partners over the application or interpretation of this Agreement, the dispute may be referred by the Partners in writing as follows:-

14.1.1 in the first instance to the Authorised Officers of the Integrated Joint Leadership Group (as outlined in accountability in Schedule 5) to resolve; and

14.1.2 in the second instance if agreed by all the Partners to be referred to the Partners respective Chief Executives for resolution or mediation;

14.1.3 in default of agreement on how to resolve the dispute by the Authorised Officers or rejection of mediation then the partners reserve the right to consider the commencement of court proceedings.

15. EXCLUSION OF PARTNERSHIP AND AGENCY

15.1 The Partners expressly agree that nothing in this Agreement in any way creates a legal partnership between them.

15.2 Neither Partner nor any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Partner, except where expressly permitted by this Agreement.

16. ASSIGNMENT AND SUB AGREEMENTS

16.1 The Partners shall not assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners except where expressly permitted by agreement.

16.2 Either Partner shall be entitled to assign novate or otherwise transfer its rights and obligations pursuant to this Agreement to a statutory successor. This Agreement shall be binding on and shall endure to the benefit of the University Health Board and the Council and their respective successors and permitted transferees and assignees.

17. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

17.1 The Contracts (Rights of Third Parties) Act 1999 has no application whatsoever to this Agreement.

17.2 No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the Parties to this Agreement. This does not affect any right or remedy of a third party, which exists or is available apart from that Act.

18. PREVENTION OF CORRUPTION / QUALITY CONTROL

18.1 The Partners shall have mutual policies and procedures to ensure that relevant controls assurance, probity and professional standards are met.

19. COMPLAINTS

19.1 Complaints regarding the Service shall in the first instance be directed to the Council or the relevant Partner and if not resolved will be managed according to the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 or the Council's Complaints Procedure as appropriate and this will include information to all Service Users and their carers or established representatives on how to complain, which will be made known at the point of commencement of assessment and after referral to the Service for any potential service or support. For the avoidance of doubt, any complaint

relating to the clinical judgement or conduct of individual officers shall be directed to the relevant employing organisation utilising that partners respective statutory complaints procedures.

- 19.2 The Council shall ensure that all services provided and arrangements for complaints are in accordance with its policy and that of the Council for Equal Opportunities and all or any policies and procedures approved by the University Health Board as available through its web site under the Freedom of Information Act 2000.
- 19.3 Clinical governance would remain the responsibility of the University Health Board and for the avoidance of doubt the statutory responsibility of each Partner will not change by the delegation of its functions or by anything in this Agreement.

20. NOTICES

- 20.1 All notices under this Agreement shall only be validly given if given in writing or by email, addressed as follows:-
- 20.1.1 if to the University Health Board, addressed to its Chief Executive as above; or
 - 20.1.2 if to the Council, addressed to its Chief Executive as above.
- 20.2 Any notices required to be given under this Agreement must be in writing and may be served by personal delivery, post (special or recorded delivery or first class post) or email at the address set out at the beginning of this Agreement or at such other address as each party may give to the other for the purpose of service of notices under this Agreement. Notices shall be deemed to be served at the time when the notice is handed to or left at the address of the party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post) or at 10 a.m. on the next day (not being a Saturday, Sunday or public holiday)
- 20.3 To prove service of any notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery or by first class post. In the case of a notice given by email, it shall be sufficient to show that it was sent to the correct email address without any error.

21. GENERAL PRINCIPLES

- 21.1 In relation to the Service, the Partners shall:
- 21.1.1 treat each other with respect and an equality of esteem;
 - 21.1.2 be open with information about the performance and financial status of each;
 - 21.1.3 provide early information and notice about relevant problems; and
 - 21.1.4 co-operate with each other to agree joint protocols and any variance in such protocols as may be required from time to time.

22. FORCE MAJEURE

- 22.1 In this Agreement "force majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts events omissions or accidents beyond the reasonable control of the party so prevented including without limitation act of God war riot civil commotion malicious damage compliance with any law or governmental order rule regulation or direction accident breakdown of plant or machinery fire flood storm or default of suppliers or sub-contractors.
- 22.2 If either party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure and

shall, subject to service of such notice (and to Clause 22), have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.

- 22.3 The party affected by force majeure shall use all reasonable endeavors to bring the force majeure event to a close or to find a solution by which the Agreement may be performed, despite the continuance of the force majeure event.
- 22.4 If either party is prevented from performance of its obligations for a continuous period in excess of three months the other party may terminate this Agreement forthwith by written notice, in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

23. SEVERABILITY

- 23.1 If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

24. WAIVER

- 24.1 The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by failure of, or delay by the said party in ascertaining or exercising of any such rights or remedies. The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

25. INFORMATION SHARING

25.1 Data Protection

- 25.1.1 The Partners will act as joint data controllers in relation to the information processed as part of this Agreement.
- 25.1.2 The Partners shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement. This will be set out more fully in a document to be agreed between the Partners.
- 25.1.3 Each Partner shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
- 25.1.4 To the extent any Partner processes any Personal Data on behalf of another Partner the processing Partner shall:
- (i) Process such Personal Data only in accordance with the other Partner's written instructions from time to time and only for the duration of this Agreement.
 - (ii) Not process such Personal Data for any purpose other than those set out in this Agreement or otherwise expressly authorised by the other Partner.
 - (iii) Take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, limit such access to its personnel who require access, and remove, when no longer required, such access to the Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data.
 - (iv) Implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of

- accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access.
- (v) Not transfer such Personal Data outside the UK without the prior written consent of the other party.
 - (vi) Inform the other Partner within twenty four (24) hours if any such Personal Data is (while within the processing Partner's possession or control) subject to a personal data breach (as defined in the UKGDPR) or within such other time period as required under other Data Protection Laws, or is lost or destroyed or becomes damaged, corrupted or unusable.
 - (vii) Only appoint a third party to process such Personal Data with the prior written consent of the other Partner.
 - (viii) Not use or disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Partner or as expressly provided for in this Agreement.
 - (ix) Return or irretrievably delete all Personal Data on termination or expiry of this Agreement and not make any further use of such Personal Data.
 - (x) Provide to the other Partner and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this clause and the Data Protection Laws.
 - (xi) Permit the other Partner or its representatives to access any relevant premises, personnel or records of the processing Partner on reasonable notice to audit and otherwise verify compliance with this clause.
 - (xii) Take such steps as are reasonably required to assist the other Partner in ensuring compliance with its obligations under the UKGDPR and other applicable Data Protection Laws.
 - (xiii) Notify the other Partner within two (2) Business Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
 - (xiv) Provide the other Partner with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data.

25.1.5 If any Partner receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by another or to another Partner's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other Partner and it shall provide the other Partner with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

25.1.6 If a Partner requires another Partner to make any disclosures or provide any information in respect of this Agreement in order to enable that party to meet its obligations under the Data Protection Laws the other Partner shall do so.

25.1.7 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

25.2 Freedom of Information

25.2.1 Each Partner acknowledges that it and the other Partner is subject to the requirements of FOI Legislation and therefore recognises that information relating to this Agreement may be the subject of an information request.

25.2.2 Where a Partner receives a request for information under either the FOI Legislation in relation to information which it is holding on behalf of the other Partner in relation to this Agreement, it shall inform the Joint Management Board and the other Partner of the request and its response.

25.2.3 The Joint Management Board shall be required to assist the either of the Partners in responding to a request for information to the extent that it relates to this Agreement. This shall include co-ordinating the response when requested to do so by either Partner.

25.2.4 Either Partner which receives a request for information under FOI Legislation shall be responsible for determining in their absolute discretion whether any information requested under FOI Legislation:

- (i) Is exempt from disclosure under FOI Legislation; and
- (ii) Is to be disclosed in response to an Information Request.

25.2.5 Each Partner acknowledges that any of the Partners may be obliged under FOI Legislation to disclose information:

- (i) Without consulting the other Partners where it has not been practicable to achieve such consultation; or
- (ii) Following consultation with the other Partners and having taken their views into account.

26. GOVERNING LAW

26.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales, as they apply in Wales.

IN WITNESS whereof the Partners have executed this Agreement as a Deed the day and year first before written.

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Executed as a deed by affixing the

COMMON SEAL of CEREDIGION COUNTY COUNCIL

in the presence of:

Corporate Lead Officer
Legal & Governance Services

**The Common Seal of HYWEL DDA UNIVERSITY LOCAL HEALTH BOARD was affixed in this
in the presence of:**

Authorised Signatory

DRAFT

SCHEDULE 1

AIMS AND OBJECTIVES

1. Introduction: Description and Purpose of Agreement

This Agreement is in relation to the provision of a service for the issue and retrieval of aids and equipment from the Premises.

1.1 The primary aims of this agreement are:-

- To ensure the most cost-effective use of the combined resources of the Partners to address the NHS Health Care and the Health and Social Care Related equipment needs of community dwelling adults and children in the University Health Board's and the Council's respective administrative areas in an integrated way; and
- To secure through a Pooled Fund adequate arrangements for the commissioning of equipment services for community dwelling adults and children.

1.2 The primary objectives of this Agreement are:-

- To enable Service Users to get appropriate, clean and suitably maintained equipment within agreed timescales.
- To enable Service Users to make informed choices by accessing impartial advice on their equipment needs, through self assessment programmes, information, demonstration and trial facilities.
- To provide a single point of reference for Staff to ensure that equipment prescribed can be sourced quickly and professional clinical time is used effectively.
- To reduce waste and negative environmental impact by efficient use of existing stock and by increasing recycling rates of equipment.
- Unit cost reduction through improved procurement.

1.3 The intended outcomes of the Partners in entering into this Agreement are:

- To provide an equitable, expanded and modernised service which will take full advantage of the latest advances in technology and allow more people to benefit from it.
- Keep people safer and more independent, reducing the risk of hospital admissions and falls
- Facilitate the transfer of care from hospital back to the community
- Support intermediate care and reablement programmes
- Support long term condition management.

1.4 Review of aims and objectives

A strategic and financial review of these objectives will be co-ordinated by the Joint Management Board from time to time during the Term as agreed between the Partners in accordance with the procedures for review of the Agreement annually.

SCHEDULE 2

THE UNIVERSITY HEALTH BOARD'S HEALTH RELATED CARE FUNCTIONS

The University Health Board's National Health Service functions means those health related care functions referred to in Regulation 5 of the Regulations and which are exercised by the University Health Board in the assessment for and management of the provision of the Service and in relation to the Pooled Fund. This is subject to any exclusions or additions contained in the Regulations or agreed between the Partners in writing from time to time.

The University Health Board's NHS functions of providing, or making arrangements for the provision of, Services:-

- (a) under the National Health Services (Wales) Act 2006 as defined by the Local Health Boards (Directed Functions) (Wales) Regulations 2009; and
- (b) the Functions under the Mental Health Act 1983; and
- (c) the Functions under the Social Services and Well-being (Wales) Act 2014 and the Partnership Regulations made hereunder.

THE COUNCIL'S HEALTH RELATED CARE FUNCTIONS

The Council's Health Related Care Functions means those health related care functions referred to in Regulation 6 of the Regulations and which are exercised by the Council in relation to the assessment for and management of the provision of the Service and in relation to the Pooled Fund. This is subject to any exclusions or additions contained in the Regulations or agreed between the Partners in writing from time to time.

The Council's Health Related Functions are:-

- (a) the Functions specified in Schedule 1 to the Local Authorities Social Services Act 1970 except for the Functions under:-
 - (i) sections 22, 23(3), 26(2) to (4), 43, 45 and 49 of the National Assistance Act 1948;
 - (ii) sections 6 and 7B of the Local Authorities Social Services Act 1970;
 - (iii) sections 1 and 2 of the Adoption Act 1976;
 - (iv) sections 114 and 115 of the Mental Health Act 1983;
 - (v) The Registered Homes Act 1984; and
 - (vi) Parts VII to X and section 86 of the Children Act 1989; and
- (b) the Functions under sections 5, 7, or 8 of the Disabled Persons (Services and Consultation and Representation) Act 1986 except in so far as they assign Functions to a Local Authority in its capacity of a Local Education Authority.

SCHEDULE 3

SERVICE DESCRIPTION

1. Introduction

The Service will be delivered in accordance with a jointly agreed Service specification, which provides explicit detail of operational management for the Service. Summarised below is the scope of the service, benefits and eligibility criteria.

2. Scope of Service

- Service Users shall have access to a Service which displays equipment and gives information and advice in a state of the art demonstration facility;
- Equipment is made available where and when Service Users need it including at the point of leaving hospital and/ or in their own home;
- Equipment is fitted as soon as reasonably practicable and any minor adaptations required may be undertaken;
- Priority and emergency needs for equipment are responded to quickly;
- Maintenance and repairs of equipment can be more easily arranged;
- Easy to follow instructions are provided to Service Users with all equipment;
- It is clear to Service Users whom to contact for return or repair of equipment

3. Service benefits:

- It will build upon the current joint equipment service to provide a seamless service across Health and Social Care and will set a benchmark for what can be achieved through integration of resources and finance.
- It will provide the potential for a seven day service.
- It will have a Joint Management Board to oversee the operational Services.
- It will have a single operational manager who will be accountable on a day to day basis for the running of the Service.
- By integrating budgets, costs for ordering, storing, maintenance and delivery can be reduced with further cost savings being achieved by creating a robust recycling facility within the Service.
- It will give Service Users a single point of contact and a facility to see for themselves the range of community equipment available.
- Creating a 'core stock' of community equipment will ensure quick access to equipment needed at short notice, thereby facilitating more efficient hospital discharge.
- Having a stock of community equipment for 'Continuing Care' will ensure quick access to items for those Service Users with more complex health needs.
- The Service will have an up-to-date state of the art cleaning and sterilising unit to ensure all community equipment issued and re-issued meet current health and safety standards and decontamination requirements.

4. Eligibility

Eligible individuals for Council Services

- Are assessed as requiring community equipment in accordance with the eligibility criteria and guidance issued by the Welsh Government and locally agreed criteria, who are ordinarily resident within the County of Ceredigion.

Eligible individuals for Health Services,

- Are assessed as requiring community equipment essential for safe hospital discharge or to support nursing and/or independent living in the community; and are registered with a general practitioner associated with the University Health Board or who are not registered with a general practitioner associated with the University Health Board but for whom the University Health Board are statutorily obliged to provide such services.

5. Location

The Service will be located, at the Premises.

SCHEDULE 4

RESOURCES

Introduction

This Schedule provides details of the budgets, goods and services to be made available by the Partners and also outlines the principles governing budget setting and accounting for the use of resources.

Financial Arrangements for the Operation of the Agreement

The ICES Board will agree by 31st December in each year financial procedures and arrangements for the operation of this agreement for the following financial year (1st April to following 31st March), including the percentage split between the Parties for the next financial year. This will act as a Revised Annual Finance Agreement, which sets out the budget. This is in accordance with clause 9.3 of the Agreement.

The proposed budget for the following Financial Year will be presented to and agreed by the ICES Board no later than 28th February. The budget as agreed by the ICES Board will take into account effects on other budgets and other financial flows of the Partners.

All activities by each of the Partners will be reported on a quarterly basis to the ICES Board that will be attended by each of the representatives of each Partner or their nominated representative who will have full delegated authority. Partner activity recorded between January and December in each preceding Financial Year for the following Financial Year to operate will be presented to the ICES Board no later than 31st November and the Partner contributions for the following financial year to operate will be agreed by the Joint Management Board no later than 31st December.

Sources of Funding

The funding comes from the following main sources:-

- University Health Board contributions
- Council contributions

Budget Breakdown

The detailed budget is attached Appendix 1.

Financial Planning and Budget Setting Process

The Partners will prepare planning assumptions of inflation allowances for pay and non-pay expenditure and income, together with proposed budget variations in respect of :-

- growth and demographic change;
- service enhancements or reductions;
- required efficiency / quality improvements;
- cost pressure funding; and
- national initiatives.

These will be considered in the context of the overall budgets of the University Health Board, or the overall Council budget, as applicable, and shall be presented to the Joint Management Board no later than 31st December for the following Financial Year's budget.

Pooled Fund

The Pooled Fund Manager shall ensure that any matters relating to the Pooled Fund, that might have a material effect on expenditure or income are identified and reported to the Joint Management Board no later than 1st October for the following Financial Year's budget as specified in Clause 9.1

These matters, together with the planning assumptions and proposed budget variations referred to above, are to be considered by the Joint Management Board in its approval by 31st December of the budget for the following Financial Year.

As part of the annual budget setting process, the Partners shall ensure that their managers provide advice as necessary.

Financial Performance / Risk Sharing Arrangements

The Council is the Lead Provider for the operation of this Agreement and will appoint a Pooled Fund Manager with responsibility for the integrated management of the Pooled Fund, subject to the governance arrangements set out in Schedule 5 to this Agreement.

The Pooled Fund is comprised of contributions from both Partners and forms a single fund.

The Pooled Fund is to be used solely to achieve the aims, objectives and functions set out in Schedules 1 and 2.

The Pooled Fund Manager shall provide quarterly reports to be reviewed at least bi-annually to the ICES Board on the information specified in the Appendix to Schedule 5. Information is to be reported separately in respect of the Pooled Fund. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met.

The Pooled Fund Manager shall ensure that action is taken to manage any projected under or overspends from the budgets relating to the Pooled Fund reporting on the variances and the actions taken or proposed to the ICES Board.

If at any time during the Financial Year there is forecast a material projected under or overspend on the Pooled Fund, the Pooled Fund Manager will prepare an action plan to manage the material under or overspend, for presentation to the ICES Board within one month. The Joint Management Board will consider the action plan, amend if appropriate and agree the actions to be taken.

The Pooled Fund Manager will provide bi-monthly progress reports to the ICES Board on implementation of the action plan, until such time that the material under or overspend has been dealt with to the satisfaction of the ICES Board.

In the event of there being no agreement between the Partners then the dispute resolution provisions of the Agreement will apply.

Contributions

The budget amounts to be contributed by the Partners to the Pooled Fund shall be in accordance with the revenue budget specified in Appendix 1 and Partner activity recorded between January and December in each preceding Financial Year for the following Financial Year to operate, subject to review annually as outlined in Clause 9.3.

Non- financial Resources Available outside the Pooled Fund

The Partners shall ensure access to the following resources outside the Pooled Fund as necessary for the purposes of this agreement:-

- Contracts and procurement functions
- Operations functions
- IT functions
- Finance functions
- Property functions

Where the use of any such resources by any of the Partners become greater than 2% of the total Pooled Fund then any Partner is permitted to refer the use of that resource to the ICES Board to consider whether the use of such resources be paid for out of the Pooled Fund.

The Equipment Store Premises

In the event of termination of this agreement, for the avoidance of doubt, all the assets of the Service, after the costs of winding up the Service, but excluding the Premises, and including community equipment will be distributed in proportion to the Partner's contributions.

IT System

The capital cost of the IT system was provided by a one-off capital allocation from the Social Services Performance Management Development Fund from the Social Services Division within Welsh Government with on-going maintenance costs being met under this Agreement.

Community Equipment

All equipment currently retained by all of the Partners for use within the community at the commencement of this agreement will be pooled. For the purpose of attributing value the equipment will be costed at new purchase price.

Reporting information will be provided as per Schedule 5 Appendix 1.

The service manager shall produce and keep updated an equipment catalogue which will list the standard items held by the service and their purchase price.

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Appendix 1

Integrated Community Equipment Service – Budget 2022/23, 2023/24 and 2024/25

	S33 Contribution 22/23 onwards	Budget 2022- 2023 £	Indicitive Budget 2023-2024 £	Indicitive Budget 2024-2025 £
Integrated Equipment Stores Service Manager/PPE (Grd 13)	50%	30,060	30,962	31,891
Logistics Supervisor x 1 - (Grd 8)	100%	35,712	36,783	37,887
Technicians x 3 - (Grd 6)	100%	83,628	86,137	88,721
Co-ordinator x1 grade 10	50%	22,476	23,150	23,845
Admin (grade 6)	100%	27,876	28,712	29,574
Cleaner (grade 5)	100%	25,656	26,426	27,218
Car Allowances				
Total Employees		225,408	232,170	239,135
Repair & Maintenance	100%	1,607	1,655	1,705
Trade Refuse	100%	1,146	1,181	1,216
Electricity	70%	5,185	5,340	5,500
Fuel Oil/gas	70%	2,192	2,257	2,325
Rates	70%	9,161	9,436	9,719
Water & Sewage Metered	70%	626	644	664
Service Charge	100%	1,525	1,571	1,618
Building Cleaning	100%	4,532	4,668	4,808
Trade Recycling	100%	1,848	1,903	1,960
Legionella Testing		0	0	0
Pest Control		0	0	0
Total Premises		27,822	28,656	29,516
Running/Leasing Costs x 3 vehicles				
Fuel Charges	100%	7,562	7,789	8,023
Vehicle Hire/Lease	100%	15,998	16,478	16,972
Vehicle Licence	100%	568	585	602
Total Transport		24,128	24,852	25,597
EQUIPMENT	100%	240,161	264,956	291,475
Other Supplies & Services		29,482	30,366	31,277
Cleaning Materials	100%	9,315	9,595	9,883
Protective Clothing	100%	698	719	741
External Audit	100%	2,526	2,601	2,679
IT Hardware/Software/consumables	100%	16,686	17,187	17,702
Stationery, postage, phones & materials	100%	256	264	272
Total Supplies & Services		269,643	295,322	322,752

Total Expenditure		547,000	581,000	617,000
HDHB	73%	399,000	424,000	450,000
SS Reserve tfr from/(to) ER £111,859 in reserves		0	0	0
SS BASE Controllable	27%	148,000	157,000	167,000
Total Income		547,000	581,000	617,000
Net Expenditure		0	0	0

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SCHEDULE 5

Integrated Community Equipment Stores Board and Governance

Overall accountability for this Service and its development lies with the Integrated Joint Leadership Group. The Group has senior representation from both Partners at Director Level. This will ensure ongoing strategic direction and accountability for the delivery of the terms of this Agreement. The Group will provide a means of resolution should any disputes occur.

The Integrated Community Equipment Stores Board (ICES Board) will be accountable to the Integrated Joint Leadership Group.

ICES Board Membership

The accountability and membership of the ICES Board will be as follows (as detailed in Figure 1 below):-

- the Council's Corporate Lead Officer Porth Gofal who will also provide the Secretariat function to the Joint Management Board or a deputy;
- the University Health Board's General Manager - Community & Primary Care (Ceredigion) or a deputy;
- the University Health Board's Lead Community Nurse Manager (Ceredigion) or a deputy;
- the Pooled Fund Manager, or an officer of the Council who will act as the deputy;
- the Joint Ceredigion Therapies Lead or deputy; and
- the University Health Board's finance representative.

Role of the ICES Board

The ICES Board shall:-

- receive the necessary information as set out in this Schedule;
- review jointly the operation of this Agreement and consider its renewal;
- review and agree annually the risk sharing arrangements.
- review and agree annually the Revised Annual Finance Agreement as at Schedule 4;
- set such protocols and guidance as it may consider to be necessary to enable the Pooled Fund Manager to approve expenditure from the Pooled Fund;
- consider progress on the Aims and Objectives at Schedule 1 and consult further where necessary; and
- provide an annual report on outcomes for information to the HSCWB Executive Group.

ICES Board Support

The ICES Board will be supported by officers from the Council and the University Health Board from time to time and they may be involved in assisting the ICES Board in implementation of the Aims and Objectives set out in Schedule 1.

Meetings

The ICES Board will meet at least bi-annually, at a time to be agreed by the parties.

The quorum for meetings of the ICES Board shall be a minimum of three (3) members (one of which must be the University Health Board's Finance representative), one from each party, not counting the Pooled Fund Manager or their deputy.

Decisions of the ICES Board shall be made unanimously by those present. In instances where there is a dispute that cannot be resolved, the matter will be referred to the Integrated Joint Leadership Group in accordance with the dispute resolution process (Clause 14)

Minutes of all decisions shall be kept and copied to the Authorised Officers within seven (7) days of every meeting.

Delegated Authority

The ICES Board is authorised within the limits of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:-

- confirm and agree pursuant to Clause 9 the respective contributions of the Partners for the budget and the Revised Annual Finance Agreement;
- to identify commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to the aggregate contributions of the Partners to the Pooled Fund, confirmed or agreed pursuant to Clause 9.

Pooled Fund Manager

The Pooled Fund Manager will be the Council's Head of Finance and shall be accountable directly to the ICES Board (or in any other case) the Council's Chief Executive.

The Pooled Fund Manager may delegate the day-to-day management of the pooled fund in accordance with the Council's Standing Financial Instructions to an officer of the Council

Information and Reports

The Pooled Fund Manager shall supply to the ICES Board on a quarterly basis the financial and activity information as referred to at Schedule 4 and as set out at Appendix 1 to this Schedule 5 except when there is forecast a material projected under or overspend on the Pooled Fund. In these exceptional circumstances the Pooled Fund Manager will prepare an action plan to manage the material under or overspend and once agreed by the Joint Management Board will provide monthly progress reports to the ICES Board on the implementation of the action plan.

Activity reports will be prepared by the operations manager and distributed to ICES Board Members on a monthly basis

The Pooled Fund Manager will refine any remaining Aims and Objectives set out in Schedule 1 into targets for the Service and performance measures to be agreed by the ICES Board from time to time.

Post-termination

The ICES Board shall continue to operate in accordance with this Schedule following any termination of this Agreement under Clause 10 but shall endeavour to ensure that the benefits are received by the Partners in the same proportions as their respective contributions at that time.

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Appendix 1

FINANCIAL AND ACTIVITY REPORTING - Quarterly REPORT

The ICES Board shall receive a quarterly financial report and monthly activity report. These reports shall be prepared by the Pooled Fund Manager and the operations manager.

The report shall include any matters referred to the ICES Board and shall cover:-

1. Finance

Schedule 4 outlines the nature and detail of the financial contributions of the Partners.

2. Service and Delivery Reporting

Activity data and equipment supplied by Partners;

3. External Performance Data

Annual Information on specific national performance indicators as defined by Welsh Government.

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The information outlined at Paragraphs 1, 2 and 3 above shall be in the form and frequency as set out in the Summary Table below of Reporting to the ICES Board

	PERFORMANCE AREA	Key deliverables	FREQUENCY
1.	FINANCE	Monthly income and expenditure by service and total with comparisons to budget and a commentary on significant variances.	Quarterly
2.	COMMISSIONING & SERVICE IMPROVEMENT	Monthly activity reports distributed to the ICES Board members on a monthly basis.	Monthly
3.	External Performance Data - WG	IT system generated reports that comply with the WG performance indicators for ICES.	Annually

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