



CYFARFOD BWRDD PRIFYSGOL IECHYD UNIVERSITY HEALTH BOARD MEETING

DYDDIAD Y CYFARFOD: DATE OF MEETING:	25 July 2024
TEITL YR ADRODDIAD: TITLE OF REPORT:	Chief Executive's Report
CYFARWYDDWR ARWEINIOL: LEAD DIRECTOR:	Professor Phil Kloer, Interim Chief Executive
SWYDDOG ADRODD: REPORTING OFFICER:	Professor Phil Kloer, Interim Chief Executive

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

The purpose of this report is to update the Board on relevant matters undertaken as Interim Chief Executive of Hywel Dda University Health Board since the Board meeting held on 30 May 2024.

Cefndir / Background

This report provides the opportunity to present items to the Board to demonstrate areas of work that are being progressed and achievements that are being made, which may not be subject to prior consideration by a Committee of the Board, or may not be directly reported to the Board through Board reports.

Asesiad / Assessment

Register of Sealings

The Health Board's Common Seal has been applied to legal documents and a record of the sealing of these documents has been entered into the Register kept for this purpose. The entries at **Appendix A** have been signed by the Interim Chair and Interim Chief Executive, or the Interim Deputy Chief Executive (in the absence of the Interim Chief Executive) on behalf of the Board (Section 8 of the Health Board's Standing Orders refers).

Consultations

The Health Board receives consultation documents from a number of external organisations. It is important that the Health Board considers the impact of the proposals contained within these consultations against its own strategic plans, and ensures that an appropriate corporate response is provided to highlight any issues that could potentially impact upon the organisation. A status report for Consultation Documents received and responded to is detailed at **Appendix B**, should any Board Member wish to contribute.

NHS Oversight and Escalation Arrangements

On 12 July 2024, the Health Board received a letter from Welsh Government regarding our escalation status. In line with the NHS oversight and escalation framework, escalation levels are considered at least twice a year. This includes an assessment against the six escalation domains, and discussions with partners around the current issues, concerns and progress since the last review.

Welsh Government confirmed the escalation status for Hywel Dda University Health Board will remain unchanged at Level 4 – Targeted Intervention. Although there was no change to the escalation status, the following concerns were highlighted:

- The current finance position and forecast deficit for 2024/25 for the health board is considerably above where we expect it to be and not in line with the targeted intervention de-escalation requirements. This is resulting in concerns about the ability of the health board to deliver its plan and meet the previously set target control total.
- The reason for cost growth, which are the highest in Wales, and the ability of the health board to resolve this in year.
- Cancer performance remains considerably below expected levels and there is a real need to reduce the backlog of patients waiting over 62 days.
- Urgent and emergency care, particularly related to ambulance handovers, 4 and 12 hour waits.
- The need to progress with the clinical services plan as this is essential to support the development of your fragile services – although colleagues recognised that this had progressed well over the last few months.
- The need to progress regional working with Swansea Bay and other partners.
- Your decision-making and processes require improvement – this is recognised in the Board self-assessment.
- Staff survey response rate was the lowest in Wales, with challenging findings and you need a firm plan to respond to these results.

The letter, alongside progress, will be discussed at the August 2024 meeting of the Audit and Risk Assurance Committee (ARAC).

Joint Committee with Swansea Bay University Health Board

In March 2024, the then Minister for Health and Social Care (current Cabinet Secretary) wanted to ensure that Hywel Dda University Health Board and Swansea Bay University Health Board have the appropriate arrangements in place to plan and deliver healthcare services on a regional basis where appropriate to do so. The Minister announced she would be utilising her powers in accordance with Section 12(3) of the National Health Services (Wales) Act 2006 to direct both Health Boards to establish a Joint Committee, recognising the importance of ensuring the continued safety, quality and ongoing viability and sustainability of these services.

Both Health Boards have been working with Welsh Government officials to determine the membership and constitution of the new Joint Committee, together with ensuring our joint commitment to working regionally, with key deliverables identified. Both Health Boards will be held to account for the delivery of these plans via the Quality, Performance and Delivery Framework and the NHS Wales Oversight and Escalation Framework.

Several meetings have been held with the short, medium and long term focus agreed:

- Short term: Focus on intensifying baseline work, supporting the in-year financial position of both Boards, impacting also on cost effectiveness and waiting list management.
- Medium term: Expanding on the short term gains in the 2025/28 IMTP process, developing the West Wales Regional Health Economy concept, using a 'discovery' approach through use of a broader data set and benchmarking against other UK/International models.
- Long term: An integrated approach to services across the Regional Health Economy, with an embedded population health and needs assessment that centres on health improvement and health inequities reduction. Both Boards, organisations, populations and partners would be signed up to a Regional Health Economy long term strategy.

In respect of Short Term: Actions in 2024/2025 the following has been agreed:

- Both Boards to include in next versions of 24/25 annual plans a section intensifying baseline activity, based on both clinical services and back office functions, focused on cost efficiencies
- Explore further with WHO Venice office the Sub RHN concept.
- Explore the setting up of a formal Regional Board and Programme office to support the work, ready to start in Q3.
- Both Boards come together in a joint Board event in early Autumn to focus on:
 - Core purpose
 - Design Principles
 - Terms of Reference for JCC/Governance model
 - 24/25 Work Programme Q3/4 2024/25
 - Preparation for 25/28 IMTPs
 - Stakeholder/Partners Engagement Programme following landscape review.
 - Key constraints/identified: workforce challenges, other 'boundary' management contexts.

Memorandum of Understanding for the Procurement of Carers' Information, Support and Outreach Services in Pembrokeshire

The Welsh Government's vision is 'for everyone in Wales to have longer, health and happier lives and to remain active, independent and in their own homes for as long as possible'. Section 162 of the Social Services and Well-being (Wales) Act 2014 provides that a local authority must make arrangements to promote co-operation between the local authority and its relevant partners, including a Local Health Board, in the exercise of functions relating to adults who are carers, with a view to improving the well-being of those carers, and that the Local Health Board must co-operate with the local authority in the making of such arrangements. The Council and the Health Board are working together to procure a contract for the provision of carers' information, support and outreach services in Pembrokeshire.

The Memorandum of Understanding (MoU) is made between Pembrokeshire County Council (PCC) (1) and Hywel Dda University Local Health Board (2) and sets out the principles of collaboration between the parties and how Pembrokeshire County Council (PCC) will procure the services on behalf of the Health Board for a three year period; attached at **Appendix C**. There is a detailed Service Level Agreement with PCC and the Service Provider which has been jointly developed to support the procurement process, as well as a

Data Sharing Agreement; attached at **Appendix D**. Similar arrangements are also in place for Carmarthenshire and Ceredigion.

Given that the MoU includes a commitment for the Health Board to pay PCC its contribution towards the Service (£47,680 per annum) for information and outreach services only, PCC has requested that this MoU is under seal.

Members are invited to Approve the Memorandum of Understanding in the form attached at **Appendix C**.

Virtual Pooled Fund Agreement for Adult Care Home Placements 2024/25

At the Board meeting held on 28 March 2024, Members approved the Virtual Pooled Fund Agreement for 1 April 2024 – 31 March 2025. This agreement relates to a regional pooled fund for Older Adult Care Home placements on a 'virtual' basis. The arrangement involves no physical transfer of funds between agencies, but spend and associated activity across the region are monitored jointly by partners and commissioning arrangements are being integrated.

The Agreement is made between Carmarthenshire County Council (1) Ceredigion County Council (2) Pembrokeshire County Council (3) and Hywel Dda University Local Health Board (4) for the period 1 April 2024 – 31 March 2025.

Following the meeting, it was identified that Schedule 2 referred to in the Agreement (Indicative budget assumptions for financial contributions) was not annexed. Following discussions with all three Local Authorities and with the Director of Primary Care, Community and Long-Term Care, it was agreed that the reference to Schedule 2 would be deleted and to delete all references to it in the Agreement.

Attached is a slightly amended version of the Agreement, which does not include Schedule 2 and amends Clause 9.3 to provide a reference to indicative budget assumptions and the standard rate for each party to be provided to the Executive Directors at the start of the financial year.

Members are invited to note the amendment to the Virtual Pooled Fund Agreement for 1 April 2024 – 31 March 2025 in the form attached at **Appendix E**.

Compassionate Leadership Pledge

Hywel Dda has been committed to developing a compassionate leadership culture over the last 4 years and are pleased to sign up to the Health Education and Improvement Wales (HEIW) Compassionate Leadership Pledge (**Appendix F**) recently endorsed by Chief Executives of all health organisations in Wales.

These compassionate leadership principles guide our service and performance delivery, and are integral to the way that we recruit and develop our leaders to continually to evolve our compassionate culture. These leadership principles dovetail with our values framework which has been co-created with our staff and enable us to work pro-actively with our staff side partners. We will continue to honour the pledge as we lead the organisation forward in the future.

Pathway of Care Delays (PoCD) Census Data

Following submission of the May 2024 PoCD census data to Welsh Government, it was identified that there was an error in the Carmarthenshire figures submitted. A review has been undertaken into the factors identified which led to the reporting errors. Measures have

now been put in place to avoid this going forward. Whilst the review highlighted an overall error of 2 cases underreported, there were actually a number of categories in which data errors occurred. We have worked quickly to address this and although Welsh Government cannot amend the census report, the revised position will be used to report into the Care Action Committee. It is likely that this error will be formally reported; however, assurance is provided that the position has been addressed and remedial actions put in place to avoid this recurring.

Formal Executive Team Meetings

Since my previous report to Board, the following items have been presented to the Formal Executive Team (ET) for consideration:

- **Operational Quality Governance Arrangements for Hywel Dda University Health Board:** ET discussed the proposed arrangements noting that they will link into the NHS Wales Escalation and oversight Framework. and the Improvement Together Sessions. Further discussions are needed to ensure that the governance arrangements are aligned to the new operational structure, the inclusion of quality metrics and the triangulation with the performance team.
- **Executive Risk Session:** ET reviewed the principal risks and outcome measures to ensure they align and are being progressed in conjunction with the Health Board's Strategic Objectives and the Annual Plan, ahead of presentation to Board in July 2024. Furthermore, a number of risks were presented following escalation by services for approval to amend risk treatment from "Treat" to "Tolerate" and a full review was undertaken of the Corporate Risk Register.
- **Integrated Quality, Finance and Performance Delivery (IQFPD) Group Update:** ET receives formal written updates following each Group meeting, with key areas discussed. There is a current gap in performance on savings delivery reported; however, ET received assurance that actions are being taken to explore additional opportunities and programs to address it.
- **Urgent and Emergency Care (UEC) Programme Update and the UEC and Planned Care Weekly Update:** ET noted the link to the 6 goals programme and received assurance that there is alignment between the primary care and community services strategy and the UEC Programme. In terms of the programmes that are being monitored by IQFPD, it was agreed that a process is required to escalate concerns to ET.
- **A Healthier Mid and West Wales (AHMWW) Community Schemes Update:** ET receives formal written updates following each Group meeting. Members noted the approval of AHMWW Group Terms of Reference (ToRs), with the Digital Implementation Sub-Group ToRs requiring further refinement. Updates on Digital Plans were discussed, including population health and the communications strategy.
- **Value & Sustainability (V&S) Group Update:** ET receives formal written updates following each Group meeting, and noted that the first few meetings have focused on overseas recruitment, qualified nursing recruitment, the trajectories to eradicate agency use, mental health and funding wage stream for staff.
- **Withybush Hospital (WGH) Creche Control Group:** ET have received regular updates from the Group and received assurance that actions are being progressed and that a Responsible Officer has now been appointed.
- **Reinforced Autoclaved Aerated Concrete (RAAC) Control Group:** ET noted that following plank re-inspections, early indications suggest no further deterioration has taken place.
- **Digital Cell Pathology Business Justification:** ET received the Digital Cell Pathology Business Justification, noting that this is a regional initiative to improve pathology services and address workforce issues. Due to a number of queries raised, it was agreed

to present an updated report to a future meeting for consideration, recognising the additional costs. This would then need to be scrutinised through the committee process.

- **Mid and West Wales Healthy Travel Charter:** ET discussed and agreed to support the Health Board signing up to the charter, with the caveat of no additional costs.
- **Financial Improvement Measures:** ET noted that these are a set of actions and controls that the Finance Team is implementing to reduce the deficit and improve the financial performance of the Health Board. The measures will be used to challenge and reject any requests that do not comply with them, with ET receiving assurance that these measures have made a positive impact on the month 2 position, which showed a slight improvement from month 1. ET received finance updates outlining the month 2 and 3 position, with discussions on the underlying deficit position and the need for a clear presentation of the Board's financial status.
- **Structured Assessment Project Brief 2024:** ET recognised the importance of the Structured Assessment process and noted the areas of focus, along with the list of Directors that Audit Wales will interview.
- **Targeted Intervention (TI) Update:** ET discussed the progress and actions noting the finalisation of criteria for TI, and the updates on financial strategies and operational quality governance arrangements. The importance of aligning strategies with the Urgent and Emergency Care programme and the need for a consistent approach across the Health Board was also highlighted.
- **Cross Hands Full Business Case** – ET discussed updates on the progression of the Full Business Case for Cross Hands Health and Wellbeing Centre. Following a meeting with Welsh Government to discuss the significant increase in capital costs between Outline Business Case (OBC) and Full Business Case (FBC), Members noted the request to undertake a redesign and submit a new planning application to Welsh Government.
- **Public Inquiry Readiness Governance Group Update:** ET were updated on the continued preparation for the COVID-19 Public Inquiry.
- **Progress update of Digital Health Record (DHR) Programme - Health Records Risk 1335:** ET noted the significant progress of the Digital Health Record (DHR) Programme; however, understood that scanning all active records could take a protracted period of time. The process is complicated by the multiple storage locations, although ET received assurance to the plans to consolidate these.
- **St David's Practice Contract Termination:** ET received an update following the public consultation on the options for the future of the GP practice in St David's.
- **Climate Change Briefing:** ET received an update following feedback on the report presented to Formal ET on 15 May 2024. Members supported the proposed actions set out in the report, including the intention to review the membership and the remit of the Decarbonisation Task Force Group (DTFG).
- **Accelerating the Cylch Caron Model of Care:** ET received a proposal to accelerate the development of the Health Board staffing model for Cylch Caron that was accepted by the ET. This will require engagement with the Tregaron and surrounding community over the next few months. A paper outlining the Accelerated Cylch Caron plan, which if approved, will involve the removal of the nine beds in place in Tregaron Community Hospital, and implementation of the Cylch Caron staffing model, to come to the Health Board's September 2024 meeting for further discussion.
- **Progression of Legacy Health Record Scanning – Phase 4:** ET supported the approach to defer any decision with regards to dispatching the next phase of legacy records for scanning until Quarter 3, at which point the Health Records Team would present an updated account of the current position to ET.
- **Bronglais Hospital (BGH) Medical Block Roof Repair: Impact, mitigations and re-provision plan:** ET received the plan, noting that, due to water ingress and associated infection control risks, Meurig Ward had been closed. Members supported securing the use

of Hafan Y Waun Care Home in order to provide continuity of care within the same locality; however, recognised that cost implications should be minimised wherever possible.

- **Internationally Educated Nurses (IEN) Phase 3 Update and Phase 4 Funding:** As the four options within the report had been scrutinised by the V&S Group, ET supported option 1 which included funding for 31 IENs to be placed within Pembrokeshire and up 39 IENs Band 5 nurses to stabilise BGH, noting that it should reduce the underlying deficit in 2025.

Argymhelliad / Recommendation

The Board is invited to:

- **ENDORSE** the Register of Sealings (**Appendix A**) since the previous report on 30 May 2024;
- **NOTE** the status report for Consultation Documents (**Appendix B**) received/responded to;
- **APPROVE** the Memorandum of Understanding for the procurement of carers' information, support and outreach services in Pembrokeshire (**Appendix C and D**);
- **NOTE** the amendment to the Virtual Pooled Fund Agreement for 1 April 2024 – 31 March 2025 (**Appendix E**);
- **NOTE** the Compassionate Leadership Pledge (**Appendix F**).

Amcanion: (rhaid cwblhau)

Objectives: (must be completed)

Cyfeirnod Cofrestr Risg Datix a Sgôr Cyfredol: Datix Risk Register Reference and Score:	Not Applicable
Parthau Ansawdd: Domains of Quality Quality and Engagement Act (sharepoint.com)	7. All apply
Galluogwyr Ansawdd: Enablers of Quality: Quality and Engagement Act (sharepoint.com)	6. All Apply
Amcanion Strategol y BIP: UHB Strategic Objectives:	All Strategic Objectives are applicable
Amcanion Cynllunio Planning Objectives	All Planning Objectives Apply
Amcanion Llesiant BIP: UHB Well-being Objectives: Hyperlink to HDdUHB Well-being Objectives Annual Report 2021-2022	9. All HDdUHB Well-being Objectives apply

Gwybodaeth Ychwanegol: Further Information:	
Ar sail tystiolaeth: Evidence Base:	Chief Executive's meetings (internal, external and NHS Wales wide), diary and correspondence
Rhestr Termau: Glossary of Terms:	Included within the body of the report
Partïon / Pwyllgorau â ymgynhorwyd ymlaen llaw y Cyfarfod Bwrdd Iechyd Prifysgol: Parties / Committees consulted prior to University Health Board:	Executive Team

Effaith: (rhaid cwblhau) Impact: (must be completed)	
Ariannol / Gwerth am Arian: Financial / Service:	Any issues are identified in the report
Ansawdd / Gofal Claf: Quality / Patient Care:	Any issues are identified in the report
Gweithlu: Workforce:	Any issues are identified in the report
Risg: Risk:	<p>This report provides evidence of current key issues at both a local and national level, which reflect national and local objectives and development of the partnership agenda at national, regional and local levels.</p> <p>Ensuing that the Board is sighted on key areas of its business, and on national strategic priorities and issues, is essential to assurance processes and related risks.</p>
Cyfreithiol: Legal:	Any issues are identified in the report
Enw Da: Reputational:	Any issues are identified in the report
Gyfrinachedd: Privacy:	Not Applicable
Cydraddoldeb: Equality:	<ul style="list-style-type: none"> Has EqIA screening been undertaken? Not on the Report <p>Has a full EqIA been undertaken? Not on the Report</p>

Appendix A - Register of Sealings from 9 May 2024 – 9 July 2024

Entry Number	Details	Date of Sealing
454	Contract relating to Tender 2 – RAAC. Red RAG Rated Remedial Work, Withybush (Front Corridor / Management Corridor / Pre-Assessment / Cardiology / Breast Care / SDEC) Withybush General Hospital, incorporating the conditions of the JCT Intermediate Building Contract 2016 Edition, between Hywel Dda University Local Health Board and T Richard Jones (Betws) Ltd	23.05.2024
455	Contract relating to BGH Cancer Day Unit at Bronglais General Hospital, Aberystwyth, incorporating the conditions of the JCT Intermediate Building Contract 2016 Edition, between Hywel Dda University Local Health Board and John Weaver Contractors Ltd	23.05.2024
456	Collaboration Agreement relating to Flying Start Healthy Child Wales Programme between Hywel Dda University Local Health Board and Pembrokeshire County Council	05.06.2024

Appendix B: Consultations Update Status Report up to 9 July 2024

Ref No	Name of Consultation (hyperlink included for online consultations)	Consulting Organisation	Consultation Executive Lead(s)	Received On	CLOSING DATE	Response Sent
572	Draft suicide and self-harm prevention strategy	Welsh Government	Director of Operations	20.02.2024	03.06.2024	03.06.2024
573	Draft mental health and wellbeing strategy	Welsh Government	Director of Operations	20.02.2024	03.06.2024	03.06.2024
574	Back-up antibiotic prescribing: Good practice guide	All Wales Therapeutics and Toxicology Centre	Director of Primary Care, Community and Long Term Care	10.04.2024	03.05.2024	01.05.2024
575	Brachytherapy for the Treatment of Gynaecological Malignancies for people aged 18 years and above	Welsh Health Specialised Services Committee	Director of Operations	07.03.2024	15.04.2024	No response received
576	Eating Disorders Outreach Service	NHS Wales Joint Commissioning Committee	Director of Therapies and Health Science	16.04.2024	07.06.2024	07.06.2024
577	Service Specification SS79 and Policy Position Statement PPS142 for Haematopoietic Stem Cell Transplantation (HSCT) for adults	NHS Wales Joint Commissioning Committee	Director of Operations	25.04.2024	24.05.2024	No response received

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Ref No	Name of Consultation (hyperlink included for online consultations)	Consulting Organisation	Consultation Executive Lead(s)	Received On	CLOSING DATE	Response Sent
578	Draft Partnership Arrangements (Miscellaneous Amendments) (Wales) Regulations 2024	Welsh Government	Director of Primary Care, Community and Long Term Care	30.04.2024	09.06.2024	Contribution via PSB 09.06.2024
579	Strategic Genomics Delivery Plan - Consultation	Health Education and Improvement Wales	Medical Director/ Director of Workforce & OD	01.05.2024	29.05.2024	29.05.2024
580	Modification of The Specification of Apprenticeship Standards for Wales	Welsh Government	Director of Workforce & OD	01.05.2024	06.06.2024	06.06.2024
581	Updating the domestic homicide review statutory guidance	UK Government	Director of Nursing, Quality & Patient Experience	21.05.2024	01.07.2024	20.06.2024
583	CP34, Circumcision for children aged up to 16 years	NHS Wales Joint Commissioning Committee	Medical Director/ Director of Nursing, Quality & Patient Experience	07.06.2024	04.07.2024	04.07.2024
584	Specialist cancer care competencies consultation	Health Education and Improvement Wales	Director of Operations	21.05.2024	21.06.2024	Corporate response not required as aimed at individual healthcare professionals.

Appendix B: Consultations Update Status Report up to 9 July 2024

Ref No	Name of Consultation (hyperlink included for online consultations)	Consulting Organisation	Consultation Executive Lead(s)	Received On	CLOSING DATE	Response Sent
585	Children Act 2004 Children Missing Education Database (Wales) Regulations	Welsh Government	Director of Nursing, Quality & Patient Experience	25.04.2024	29.04.2024	29.04.2024 – added retrospectively
586	Adding Bodies to existing Welsh Language Standards Regulations	Welsh Government	Director of Communications and Engagement	01.07.2024	07.10.2024	

Memorandum of Understanding relating to the procurement of carers' information, support and outreach services in Pembrokeshire

This Memorandum of Understanding ("MOU") is made the _____ day of _____ 2024 between:

- (1) Pembrokeshire County Council of County Hall, Haverfordwest, Pembrokeshire, SA61 1TP ("Council"); and
- (2) Hywel Dda University Local Health Board whose headquarters are at Corporate Offices, Ystwyth Building, Hafan Derwen, St Davids Park, Jobswell Road, Carmarthen, SA31 3BB ("HDUHB")

each "a Party" and together "the Parties".

Background

- A. The Welsh Government's vision is 'for everyone in Wales to have longer, health and happier lives and to remain active, independent and in their own homes for as long as possible'.
- B. Section 162 of the Social Services and Well-being (Wales) Act 2014 provides that a local authority must make arrangements to promote co-operation between the local authority and its relevant partners, including a Local Health Board, in the exercise of functions relating to adults who are carers, with a view to improving the well-being of those carers, and that the Local Health Board must co-operate with the local authority in the making of such arrangements.
- C. The Council and HDUHB are working together to procure a contract for the provision of carers' information, support and outreach services in Pembrokeshire ("Services").
- D. This MOU sets out the respective roles and responsibilities the parties will have in connection with the Services.

1. Definitions

1.1 In this MOU, the following terms shall have the meaning set out below:

- 1.1.1 'Data Controller' shall have the same meaning as set out in the Data Protection Act 2018
- 1.1.2 'Data Protection Legislation' means the Data Protection Act 2018; the retained EU law version of the General Data Protection Regulation ((EU)2016/679) ("UK GDPR"); the Regulation of Investigatory Powers Act 2000; the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000; 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 as amended from time to time.
- 1.1.3 'FOI Legislation' means the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004.
- 1.1.4 'Information Request' shall have the same meaning as set out in the FOI Legislation.
- 1.1.5 'Nominated Representatives' means:
 - 1.1.5.1 Chris Harrison, Head of Strategic Joint Commissioning for the Council; and

1.1.5.2 Anna Bird, Assistant Director, Strategic Partnerships, Diversity and Inclusion for HDUHB.

2. Principles of Collaboration

2.1 The Parties agree to adopt the following principles for the purposes of implementation of this agreement:

2.1.1 collaborate and co-operate to ensure the Services are delivered and actions taken as required;

2.1.2 be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this agreement;

2.1.3 be open. Communicate openly about concerns, issues or opportunities relating to the Services;

2.1.4 share information, experience, material and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

2.1.5 adopt a positive outlook. Behave in a positive, proactive manner.

2.1.6 deploy appropriate resources. Ensure sufficient resources are available to fulfil the responsibilities set out in this agreement.

3. Procurement of the Services

3.1 The Parties will work together to prepare and agree a specification for the procurement of a carers' information, support and outreach services in Pembrokeshire ("the Services").

3.2 The Council will conduct the procurement process using the agreed specification. At least one officer from each of the Parties will sit on the evaluation panel. The final members of the evaluation panel are to be agreed between the Parties.

3.3 The contract for the Services will be entered into by both Parties, acting by their duly authorised representatives, and the provider of the Services.

4. Payment

4.1 The Council will be the responsible party under the contract for making payments to the service provider.

4.2 HDUHB agrees to reimburse the Council the sum of £47,680.00 per annum for information and outreach services only, such sums to be paid within 30 calendar days of an invoice being raised by the Council. The request should be sent to carersteam.hdd@wales.nhs.uk.

5. Termination of Services

5.1 In the contract with the service provider, both Parties can terminate the Services following agreement between the Nominated Representatives of the Parties.

6. Contract Monitoring, Service Review and Complaints

6.1 The Parties shall liaise closely during the provision of the Services to discuss service provision.

6.2 Both Parties agree to jointly investigating and seeking resolution to complaints in line with Social Services Complaints Procedures and within timescales required, and HDUHB will be advised of any complaint within five (5) working days of the complaint being received.

7. Data Protection

7.1 With respect to the Parties' rights and obligations under this Agreement and the Data Protection Legislation, the Parties acknowledge that each of them is a Data Controller and that they shall duly observe all their respective obligations under the Data Protection Legislation which arise in connection with this Agreement.

7.2 The Parties shall adhere to the terms of the Data Sharing Agreement in Schedule 1 when sharing information under this Agreement.

8. Freedom of Information

8.1 Each Party acknowledges that it and the other Party are subject to the requirements of FOI Legislation and therefore recognise that information relating to this agreement may be the subject of an Information Request.

8.2 Where a Party receives an Information Request in relation to information which it is holding on behalf of the other Party in relation to this agreement, it shall inform the other Party of the request and its response within three (3) working days of receipt of an Information Request.

8.3 The Parties shall be required to assist each other in responding to an Information Request to the extent it relates to this agreement. This shall include co-ordinating the response.

8.4 Any Party which receives an Information Request shall be responsible for determining in their absolute discretion whether any information requested:

- a) is exempt from disclosure under FOI Legislation; and
- b) is to be disclosed in response to an Information Request.

8.5 Each Party acknowledges that any Party may be obliged under FOI Legislation to disclose information:

- a) without consulting the other Party where it has not been practicable to achieve such consultation; or
- b) following consultation with the other Party and having taken their views into account.

9. Confidential Information

9.1 Except as required by law, each Party agrees at all times during the continuance of this agreement and after its termination to keep confidential all documents and papers which it received or otherwise acquires in connection with this agreement unless the Parties have agreed that such a document or paper may be placed in the public domain or otherwise disclosed to a third party.

10. Disputes

10.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this agreement and such efforts shall involve the escalation

of the dispute to an appropriately senior representative of each party. Dispute escalation stages are:

Stage 1: Commissioning Manager for the Council, and Strategic Partnership and Inclusion Manager HDUHB.

Stage 2: Head of Strategic Joint Commissioning for the Council, and Assistant Director, Strategic Partnerships, Diversity and Inclusion HDUHB.

Stage 3: Chief Executives of the Council and HDUHB.

10.2 If the dispute cannot be resolved by the Chief Executives of each party within 21 days (or such longer period as agreement between the Parties) of it being referred to them, the dispute shall be finally resolved by the court of England and Wales.

12. Variations

12.1 This agreement may be varied by the Parties at any time by agreement in writing.

13. Termination of this agreement

13.1 The Parties agree that this agreement may be terminated by the agreement of both Parties.

In witness whereof the Parties have executed this agreement as a deed the day and year first above written:

Executed as a deed by
affixing the Common Seal of
Pembrokeshire County Council
in the presence of:

Authorised Signatory

Executed as a deed by
affixing the Common Seal of
Hywel Dda University Local Health Board in the presence of:

Signed (Authorised Officer):

Name / Position:

Signed (Authorised Officer):

Name / Position:

Schedule 1 Data Sharing Agreement



DATA SHARING AGREEMENT FOR:
Carers Information, Support & Outreach
Service

SCHEDULE X TO CONTRACT

REF.

TITLE: Carers Information, Support & Outreach
Service

Data Sharing Agreements (s) should be developed to document practices involving the regular, reciprocal sharing (i.e. information flows back and forth between organisations) of personal information between Data Controllers.

Data Disclosure Agreements are intended for use when personal data is to be **disclosed** (i.e. passed one way) from one Data Controller to another for a specific purpose. DDAs are not intended for use in instances where the disclosure is from a Data Controller to a Data Processor and do not replace the requirement for appropriate contracts.

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1 Introduction to this DSA

- This Data Sharing Agreement (DSA) has been agreed following consultation between the participating partner organisations. For the purpose of the delivery of this service and this DSA, the service provider has signed up to this DSA as part of the contract documentation and are included in any reference to a partner organisation.
- This DSA is intended to help practitioners understand what information can be shared between the listed partners for the stated purpose(s). It also provides agreement that the partners have considered the requirements of data protection legislation.
- This DSA has been prepared to support the regular sharing of personal information for The Carers, Information, Support & Outreach Service in Pembrokeshire
- Personal information is shared for the purpose of providing a carers information, support and outreach service.

The information sharing partner organisations

- The table below sets out the organisational partners to the DSA, the key contact points and the departments, divisions and teams typically involved in sharing information for the purposes described in this DSA.

Information Sharing Partner Organisations	Owner / Point of contact	Departments / Divisions / Teams
Pembrokeshire County Council	Commissioning Manager	Commissioning
Hywel Dda University Local Health Board	Regional Project Support Manager - Carers	Strategic Partnership, Diversity & Inclusion
Service Provider	TBC	TBC

- The DSA owners / points of contact have overall responsibility for this DSA within their respective organisations and must therefore ensure the DSA is disseminated, understood and acted upon by relevant practitioners.
 - The owners / point of contact for each partner organisation will regularly monitor and review the use of this DSA to ensure information is shared effectively and appropriately.
 - Once the DSA has been agreed, each partner organisation will nominate a signatory to sign the DSA at Appendix C. The signatory will be an appropriate person from the partner organisation who can sign on behalf of the organisation.

Specific organisational / practitioner obligations

- Any breaches of security, confidentiality and other violations of this DSA must be reported in line with each partner organisation's incident reporting procedures. Consideration should be given to sharing the outcome of any investigation, where appropriate, with other partners to the DSA.

-
- Practitioners who share information in line with this DSA should make themselves aware of, and adhere to, their organisation's Information Governance and records management procedures; in particular the provisions that relate to collecting, processing and disclosing personal information.
 - Every reasonable step should be taken to ensure that inaccurate personal data are erased or rectified without delay. Consideration must be given to advising partner organisations that they may have received inaccurate information. In circumstances where partner organisations cannot be informed, advice should be taken from an Information Governance lead (or equivalent).

Legislative / statutory powers

STAFF SHOULD NOT HESITATE TO SHARE PERSONAL INFORMATION IN ORDER TO PREVENT ABUSE OR SERIOUS HARM, IN AN EMERGENCY OR IN LIFE-OR-DEATH SITUATIONS.

IF THERE ARE CONCERNS RELATING TO CHILD OR ADULT PROTECTION ISSUES, THE RELEVANT ORGANISATIONAL PROCEDURES MUST BE FOLLOWED

- The sharing arrangements described in this DSA takes into account the relevant data protection legislation, the Human Rights Act 1998 and the common law duty of confidence.
- Before sharing personal information, partner organisations must have identified a clear lawful basis for doing so.
- Data protection legislation includes the concept of:
 - **'personal data'**; any information relating to an identified or identifiable (living) natural person, and
 - **'special categories of data' / 'sensitive processing'**; personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation

Whilst information about deceased people is not covered by data protection legislation, data about deceased people is covered by a similar level of confidence.

- Further information and guidance on lawful processing of personal information can be found on the Information Commissioner's website; www.ico.org.uk
- Partner organisations also need to ensure they take into account the Data Protection Act 2018 and any additional requirements it places on the use of the lawful bases set out in Articles 6, 9 and 10 of UK GDPR (see Part 2 of the Act) and processing for the 'law enforcement purposes' (see Part 3 of the Act). The ICO has guidance on this matter and queries about the relevance of any lawful basis should be raised with an Information Governance lead.
- Consent to process personal data should not be confused with consent to receive the service. The two are separate and should not be confused or merged.

Table 1 - Article 6 - Personal Data

Lawful basis	Check box / Notes
Consent – Art 6(1)(a)	<input type="checkbox"/>
Contract – Art 6(1)(b)	<input type="checkbox"/>
Necessary for compliance with a legal obligation – Art 6(1)(c)	<input type="checkbox"/>
Protection of vital interests – Art 6(1)(d)	<input type="checkbox"/>
Task carried out in the public interest or in the exercise of official authority – Art 6(1)(e)	<input checked="" type="checkbox"/> <ul style="list-style-type: none"> • Social Services and Well-being (Wales) Act 2014 – Statutory Duty under part 4 Code of Practice 'Meeting support needs of an adult carer' • West Wales Carers Strategy • Well-Being of Future Generations (Wales) Act 2015
Legitimate Interest – Art 6(1)(f)	<input type="checkbox"/>

Table 2 - Article 9 - Special Categories of Personal Data

Condition	Checkbox / Notes
Explicit Consent – Art 9(2)(a)	<input type="checkbox"/> <i>[Care should be taken when relying on consent and consideration should be given to the Information Commissioner's guide to consent and the UK GDPR]</i>
Employment and social security and social protection law – Art 9(2)(b)	<input type="checkbox"/> <i>[You should specify the relevant task, function or power.]</i> UK GDPR Art 9(2)(b) requires an additional condition. The Associated Condition set out in Part 1 of Schedule 1 of the DPA 2018 is: Choose an item.
Vital interests of the data subject or a third party where they are incapable of giving consent – Art 9(2)(c)	<input type="checkbox"/> <i>[Explain why sharing information is necessary to protect vital interests – i.e. life or death situation]</i>
Legitimate Activities – Art 9 (2)(d)	<input type="checkbox"/> <i>[This condition should only be relied upon by a foundation, association or any other not-for-profit body with a political, philosophical, religious or trade union aim and the processing relates solely to members, former members, persons who have regular contract with it and the personal data is not disclosed outside of the body without consent of the data subjects]</i>

Manifestly made public by the data subject – Art 9 (2)(e)	<input type="checkbox"/>
Establishment, exercise or defence of legal claims or where courts are acting in their judicial capacity – Art 9 (2)(f)	<input type="checkbox"/>
Necessary for reasons of substantial public interest - Art 9(2)(g)	<input type="checkbox"/> UK GDPR Art 9(2)(g) requires an additional condition. The relevant condition is: Choose an item. <i>[Chose from the drop down which condition in Part 2 of Schedule 1 of the DPA 2018 is relied upon.</i>
Provision of preventative or occupational medicine, health or social care or treatment, or the management of health or social care systems – Art 9(2)(h)	<input checked="" type="checkbox"/> <i>[Where relying on this Condition, you should ensure that the processing of personal data is carried out by or under the responsibility of a health professional or social work professional or by another person who in the circumstances owes a duty of confidentiality under an enactment or rule of law. See DPA 2018 Section 11(1)]</i> UK GDPR Art 9(2)(h) requires an additional condition. The Associated Condition set out in Part 1 of Schedule 1 of the DPA 2018 is: 2. Health or social care purposes
Public health - Art 9(2)(i)	<input type="checkbox"/> <i>[Where relying on this Condition, you should ensure that the processing is necessary for reasons of public interest in the area of public health (such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices).</i> <i>The processing should also be carried out by or under the responsibility of a health professional or by or under a person who in the circumstances owe a duty of confidentiality under an enactment or rule of law. See DPA 2018 Section 10(2)]</i> UK GDPR Art 9(2)(i) requires an additional condition. The Associated Condition set out in Part 1 of Schedule 1 of the DPA 2018 is: Choose an item.
Research – Art 9(2)(j)	<input type="checkbox"/> <i>[Explain which purpose is being relied upon (archiving, scientific, historical or statistical purposes)</i> <i>You should ensure the processing in the public interest]</i> UK GDPR Art 9(2)(j) requires an additional condition. The Associated Condition set out in Part 1 of Schedule 1 of the DPA 2018 is: Choose an item.

Personal information to be shared

- Only the **minimum necessary** personal information consistent with the purposes set out in this document can be shared. Anonymised and pseudonymised information should be used where possible.
- Information provided by partner organisations will not generally be released to any third party without prior consultation with the originating partner organisation.
- An information reference table at Appendix B provides details of the information exchanges associated with this DSA, including the typical categories of information shared, the organisations involved and the parts of the organisation typically involved. As controllers in their own right, partner organisations are responsible for ensuring the appropriate staff have access to personal information that is adequate, relevant and limited to what is necessary for the intended purpose.
- The following table sets out the personal information commonly shared to identify data subjects and ensure partner organisations are referring to the same data subject:

Personal identifiers	Select all that apply
Name (including aliases)	<input checked="" type="checkbox"/>
Date of birth	<input checked="" type="checkbox"/>
Address	<input checked="" type="checkbox"/>
Postcode	<input checked="" type="checkbox"/>
Other reference number (eg NHS number, National Insurance number, any system/service number)	<input checked="" type="checkbox"/>
Preferred language	<input checked="" type="checkbox"/>

Data Subjects' Rights

- Data protection legislation provides various individual rights for data subjects. Advice on how these rights should be met should be sought from each organisation's Information Governance representative, Data Protection Officer or equivalent. Specific guidance on these rights is available on the Information Commissioner's website; www.ico.org.uk
- The following paragraphs refer to key rights associated with sharing personal information.
- Unless doing so would risk harm to them or others, or hinder any investigation or legal proceedings, data subjects should be informed how and why their personal information will be processed and who it is shared with (the Right to be Informed). Ideally, this information – often provided in what is commonly referred to as a privacy notice - will be provided at the first point of contact. It can be part of a registration / consent form or a standalone document.
- A layered approach is often appropriate. This could involve a high level organisational statement supplemented by specific service level information; for example a website or leaflet and verbal information provided by a practitioner.
- Information should be clear and particular care should be taken when relying on consent as the lawful basis for sharing information, or where working with

children, as there are additional requirements to consider. Further information on the 'Right to be Informed' is available on the Information Commissioner's website; www.ico.org

- For the purposes of this DSA, partner organisations should set out below how they meet the requirements of the Right to be Informed. Ideally, a consistent message will be provided and it may be helpful to agree a standard service level privacy notice.

Name of Organisation	Method of Informing (select any that apply)	Name of document / website	Comments
Pembrokeshire County Council	Website <input checked="" type="checkbox"/> Leaflet <input checked="" type="checkbox"/> Form <input type="checkbox"/> Verbal <input checked="" type="checkbox"/> Other (specify in comments) <input type="checkbox"/>	Managed Care & Review, Occupational therapy and Sensory Teams and First Contact and Joint Discharge Team Privacy Notice https://www.pembrokeshire.gov.uk/privacy-promise/privacy-notice-managed-care-and-review-occupational-therapy-and-sensory-teams-and-first-contact-and-joint-discharge-team	
Hywel Dda University Local Health Board	Website <input checked="" type="checkbox"/> Leaflet <input checked="" type="checkbox"/> Form <input type="checkbox"/> Verbal <input checked="" type="checkbox"/> Other (specify in comments) <input checked="" type="checkbox"/>	Hywel Dda University Health Board Privacy notice: Privacy notices - https://hduhb.nhs.wales/about-us/governance-arrangements/your-information-your-rights/privacy-notices/full-privacy-notice/	Social media is used to share information about the service and support available.
Service Provider	Website <input checked="" type="checkbox"/> Leaflet <input checked="" type="checkbox"/> Form <input checked="" type="checkbox"/> Verbal <input checked="" type="checkbox"/> Other (specify in comments) <input checked="" type="checkbox"/>	TBC	What Matters conversations
Pembrokeshire County Council is registered with the ICO YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Registration Number: Z4902732 Hywel Dda University Local Health Board is registered with the ICO YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Registration Number: Z1887023 Service Provider is registered with the ICO YES <input type="checkbox"/> NO <input type="checkbox"/> Registration Number:			

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- All participating organisations will have in place policies and procedures to uphold the confidentiality, integrity and availability of personal information with specific reference to the retention, storage and disposal of records.
 - Requests for the information referenced in this DSA will be dealt with in accordance with each partner organisation's relevant policies and procedures.
 - Each partner organisation will put in place a formal procedure by which data subjects, partner organisations and practitioners can direct any complaints regarding the information sharing documented in this DSA.
 - There is an expectation that partners to this DSA will work together to keep all partners informed of any complaints or requests for information received from data subjects or third parties. The partners will also keep each other informed of any problems associated with the information sharing practices documented in this DSA and there is an expectation that they will collaborate to develop and improve these practices.

Information security

- Each partner organisation must have an appropriate and adequate security framework.
- Practitioners carrying out the functions outlined in this DSA should make themselves aware of, and adhere to, their organisation's information security policies and procedures.
- A detailed list of agreed methods for the safe and secure transfer of personal information is documented within Appendix B.
- All partners must ensure adequate and appropriate training on the subjects of data protection and confidentiality is provided to all staff with access to personal data.

Review of this Data Sharing Agreement (DSA)

- This agreement will apply for the term of the contract/initiative/project and will be reviewed if there any changes in the partners or processing involved in the delivery of the service'.

Appendix A – Glossary of Terms

Term	Definition
Data Protection Act 2018	<p>The UK's third generation of data protection law replaces the Data Protection Act 1998. The 2018 Act accepts the standards and obligations set by UK GDPR.</p> <p>The 2018 Act also transposes EU Data Protection Directive 2016/680 (Law Enforcement Directive) into domestic UK law.</p> <p>It is important the UK GDPR and the DPA 2018 are read side by side.</p>
Data Protection Officer	<p>Certain categories of organisation, including any public body or authority (except courts in their judicial capacity) are required to designate a suitably qualified Data Protection Officer (DPO). The tasks of the DPO are set out in Article 39 of UK GDPR.</p>
Data subject	<p>A 'data subject' is an identified or identifiable natural person. Organisations may refer to data subjects as service users, patients, clients, citizens, etc but for consistency, this documentation refers to data subjects.</p>
UK GDPR	<p>The UK General Data Protection Regulation (UK GDPR) lays down laws relating to the protection of natural persons with regard to the processing of personal data and rules relating to the free movement of personal data. This Regulation protects fundamental rights and freedoms of natural persons and in particular their right to the protection of personal data.</p>
Law Enforcement Purposes	<p>The purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security. (DPA 2018 Part 3, Chapter 1, Section 31)</p>
Personal data	<p>'personal data' means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.</p>

Personal data about criminal convictions, offences or related security measures	This includes personal data which relates to the alleged commission of offences by the data subject, or proceedings for an offence committed or alleged to have been committed by the data subject or the disposal of such proceedings, including sentencing. (DPA 2018 Section 11(2))
Personal identifiers	A set of basic personal details that allow partner organisations to identify a data subject.
Personal information	Includes information falling within the definition of 'personal data' and information about deceased individuals. Data protection legislation does not apply to information about deceased individuals but such information needs to be treated confidentially.
Practitioner	An inclusive term that refers to those involved in the care, education, welfare of data subjects; ie those who provide a public service.
Processing personal data	'processing' means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.' (UK GDPR Art 4(2))
Special categories of data / sensitive processing	Processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. (UK GDPR Art 9(1))
[Insert further terms as appropriate]	

Appendix B – Information Reference Table for Carers Support Pembrokeshire

This table sets out the why, what, when and how of information sharing in detail. Guidance on completing this section can be found on the website

	Description	Referral	Onward Referral	Reporting and monitoring information
1	<p>Information exchange</p> <p><i>General description of the process or stage to which the information sharing relates.</i></p>	<p>Referrals to the Carers, Information, Support & Outreach Service in Pembrokeshire are not restricted and will be open to many sources. For example they can come from health and social care; self-referrals and the 3rd sector</p>	<p>To support the carer an onward referral could be made to another organisation by the provider. This would only be done with the permission of the carer and all parties concerned.</p>	<p>Quarterly monitoring returns will be required from the Provider to Pembrokeshire County Council and Hywel Dda University Local Health Board</p>
2	<p>What information will be shared?</p> <p><i>Describe the information to be shared – you do not need to go to ‘field level’ detail.</i></p> <p><u>Please note: Only the minimum and relevant personal information is to be shared and strictly on a case by case basis.</u></p>	<p>Name Address DoB Telephone Number E-mail Preferred Language Reason for the carers service being required. Risk May include data about a health condition</p>	<p>Name Address DoB Telephone Number E-mail Preferred Language Risk May include data about a health condition</p>	<p>No personal identifiable information will be shared in the monitoring reports.</p> <p>Most significant change stories will be shared anonymously with the consent of the individuals concerned.</p>

3	Partner Organisation(s) <i>Details of provider and recipient organisation(s)</i> <i>Ensure the organisations listed reflect section 2 of the DSA i.e. are all organisations listed in section 2</i>	Referral		Onward Referral		Reporting and monitoring information	
		Who by	Who to	Who by	Who to	Who by	Who to
		Self-Referral Family Friends 3 rd Sector Health Professionals Social Care - PCC Many sources	Service Provider TBC	Service Provider TBC	Health Professionals; GP Practice Teams. PCC – Contact Centre; Social Work Team	Service Provider TBC	Pembrokeshire County Council Hywel Dda University Local Health Board
4	How is information shared and what methods are used to keep the information secure? <i>Provide, in detail the specific agreed secure methods for sharing personal information</i>	Via encrypted e-mails or password protected attachments Non electronic methods of transfer must be either recorded delivery if posted or hand delivered. HDdUHB utilises Secure File Sharing Portal (SFSP)		Via encrypted e-mails or password protected attachments Non electronic methods of transfer must be either recorded delivery if posted or hand delivered.		Email or attachments as no personal identifiable information to be shared.	
5	Reliance on consent <i>Check the box if any exchange relies on consent and explain how and when consent is obtained. Ensure section 4 of the DSA reflects this lawful basis</i>	<input type="checkbox"/> Exchange relies on consent <input checked="" type="checkbox"/> Exchange does not rely on consent [If relying on consent to share, how and when is it obtained and how is it documented?]		<input type="checkbox"/> Exchange relies on consent <input checked="" type="checkbox"/> Exchange does not rely on consent [If relying on consent to share, how and when is it obtained and how it is documented?]		<input type="checkbox"/> Exchange relies on consent <input checked="" type="checkbox"/> Exchange does not rely on consent [If relying on consent to share, how and when is it obtained and how it is documented?]	

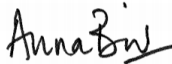
	Description	Referral	Onward Referral	Reporting and monitoring information
6	Notes for Practitioners			

Appendix C – Partner Organisations Signatures

This section should only be completed once the DSA has been agreed by the Information Governance team.

By signing below, partner organisations are confirming they agree with the content of the DSA. In the context of sharing personal information, signing the DSA is one way to demonstrate accountability with the principles set out in Article 5 of UK GDPR.

The signatory will be an appropriate person with authority to sign the DSA on behalf of the organisation. The DSA lead has responsibility for obtaining signatures to the DSA.

Partner Organisation	Pembrokeshire County Council	Partner Organisation	Hywel Dda University Local Health Board
Name	Chris Harrison	Name	Anna Bird
Position	Head of Strategic Joint Commissioning (Carmarthenshire & Pembrokeshire)	Position	Asst. Director, Strategic Partnership, Diversity and Inclusion
Date		Date	13/3/24
Signature		Signature	

Partner Organisation	Service Provider - TBC	Partner Organisation	
Name		Name	
Position		Position	
Date		Date	
Signature		Signature	

DATED _____

CARMARTHENSHIRE COUNTY COUNCIL

and

CEREDIGION COUNTY COUNCIL

and

PEMBROKESHIRE COUNTY COUNCIL

and

HYWEL DDA UNIVERSITY LOCAL HEALTH BOARD

**AGREEMENT FOR THE CREATION OF A VIRTUAL POOLED FUND FOR
OLDER PERSONS CARE HOME SERVICES**

1	COMMENCEMENT DATE OF THIS AGREEMENT
2	PARTIES
3	DEFINITIONS AND INTERPRETATION
4	BACKGROUND
5	AIMS, BENEFITS AND OUTCOMES
6	DURATION OF THE AGREEMENT
7	DETAILS OF THE ARRANGEMENTS
8	GENERAL PRINCIPLES
9	THE POOLED FUND
10	NO ADJUSTMENT TO FINANCIAL CONTRIBUTIONS
11	CAPITAL EXPENDITURE
12	AUDIT AND ACCOUNTING
13	LIABILITIES
14	REPORTING AND MONITORING
15	INFORMATION SHARING
16	TERMINATION
17	CONFIDENTIALITY AND ACCESS TO INFORMATION
18	WAIVERS
19	ENTIRE AGREEMENT
20	CHANGES IN LEGISLATION, ETC
21	GOVERNING LAW
22	DISPUTES
23	TRANSFERS
24	NO PARTNERSHIP
25	SEVERANCE
26	THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

SCHEDULE 1: SCOPE OF SERVICES

1 DATE OF THIS AGREEMENT

2 PARTIES

2.1 **CARMARTHENSHIRE COUNTY COUNCIL** of County Hall, Carmarthen, SA31 1JP

2.2 **CEREDIGION COUNTY COUNCIL** of Penmorfa, Aberaeron, Ceredigion SA46 0PA

2.3 **PEMBROKESHIRE COUNTY COUNCIL** of County Hall, Haverfordwest, Pembrokeshire, SA61 1TP

2.4 **HYWEL DDA UNIVERSITY LOCAL HEALTH BOARD** of Ystwyth, Hafan Derwen, St David's Park, Carmarthen SA31 3BB

3 DEFINITIONS AND INTERPRETATION

3.1 In this Agreement the following expressions shall have the following meanings:

“Adult”

means a person who is aged 18 years and above

“Additional Cost Contribution”

Means the sum of money which a relative or third party associated with a Service User pays towards the Care Home fee over and above the funding made available by the Councils and/or Health Board (as applicable)

"Agreement"

means this agreement

“Applicable Law”

means all applicable laws, statutes, regulations, regulatory requirements, guidance and codes of practice in any relevant jurisdiction as amended, updated or replaced from time to time, including the Data Protection Laws

"Arrangements"

means the arrangements as described in Clause 7

“Care Home”

means the same as defined in the Care Standards Act 2000

“Care Home Accommodation Functions”

means the care home accommodation functions as defined at Regulation 19 (2) of the Partnership Arrangements (Wales) Regulations 2015, which for the avoidance of doubt relates to Adults

"Councils"

means Carmarthenshire County Council, Ceredigion County Council and Pembrokeshire County Council and their statutory successors

“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**"), the DPA to the extent that it relates to processing of personal data and privacy;

“Data Subject”

shall have the meanings set out in the UK GDPR

“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 April 2024 and accurately reflects the arrangements between the parties at that date.

“Executive Directors”

means the statutory Director of Social Services for each Council and the Director of Primary Care, Community & Long Term Care for the Health Board or such other officers from time to time as may be notified by one party to the other parties acting by unanimous agreement to undertake the Joint Aims.

"Financial Contribution" means the revenue contribution made to the Pooled Fund by the Partners as set out in the Clause 9 for the term of this Agreement.

"Financial Year" means a year commencing on 1st April and ending on 31st March of the following year

“FOI Legislation”

means the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004

"Health Board"

means Hywel Dda University Local Health Board and its statutory successor

“Joint Aims”

means the aims, benefits and intended outcomes of the Partners in establishing the Pooled Fund and entering into this Agreement as set out in Clause 5.

"Month"

means a calendar month and **“Monthly”** shall be construed accordingly

“Older Person”

means a person who is aged sixty five (65) years and above and **“Older Persons”** shall be construed accordingly

"Partner"

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

“Personal Data”

has the meanings set out in the UK GDPR 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"

means the virtual pooled fund as described in Clause 9

“Pooled Fund Information”

means the information defined within clause 17.2

“Population Assessment”

means the assessment undertaken by the Partners in accordance with section 14(1) of the Social Services and Well-being (Wales) Act 2014

"Quarter"

means each of the following periods in a Financial Year:

- 1st April to 30th June
- 1st July to 30th September
- 1st October to 31st December
- 1st January to 31st March

“Regional Partnership Board”

means the West Wales Regional Partnership Board as defined in the Regulations

"Regulations"

means the Partnership Arrangements (Wales) Regulations 2015 as amended or replaced from time to time

"Services "

means the services associated with the Care Home Accommodation Functions for Older Persons which are set out in Schedule 1

“Standard Rate”

means the standard rate per week of care which applies to each category of placement within the Services for each Partner, in relation to the indicative budget assumptions for the Financial Contributions

“Standing Orders”

means rules used by the Partners for the regulation of their proceedings and business

“Term”

means the period from the Effective Date and ending on 31 March 2025 subject to earlier termination in accordance with the terms of this Agreement

- 3.2 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.
- 3.3 The headings of the Clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant Clauses to which they relate.
- 3.4 References to Schedules are references to the schedules to this Agreement and a reference to a Paragraph is a reference to the paragraph in the Schedule containing such reference.
- 3.5 References to a person or body shall not be restricted to natural persons and shall include a company, corporation or organisation.
- 3.6 Words importing the one gender only shall include the other genders and words importing the singular only shall include the plural.

4 BACKGROUND

- 4.1 Each Council commissions and provides social care for individuals for which it is responsible.
- 4.2 The Health Board plans, delivers, contracts and commissions health services for individuals usually resident within its administrative boundaries.

- 4.3 The Regulations require the Partners to establish and maintain pooled funds from April 2018, for the exercise of their Care Home Accommodation Functions.
- 4.4 Regulation 14 of the Regulations grants powers to local authorities to carry out prescribed functions on behalf of any of the Partners and for the local health board to carry out prescribed local authority functions on behalf of any of the Partners.
- 4.5 From 1 April 2018 the Partners entered into Agreements in similar terms for periods of 1 to 3 years .
- 4.6 The purpose of this Agreement is to continue to facilitate a Pooled Fund for the costs of Services which are to be provided under their Care Home Accommodation Functions.
- 4.7 Schedule 1 sets out the scope of the Services falling within the Pooled Fund.
- 4.8 Each Partner confirms it has the necessary authorisation to enter into this Agreement.
- 4.9 The Partners are satisfied that these Arrangements are consistent with the directions of the Regional Partnership Board and those of the Partners for exercising Care Home Accommodation Functions.

5 AIMS, BENEFITS AND OUTCOMES

- 5.1 The aims, benefits and intended outcomes of the Partners in entering in to this Agreement are to:
- 5.1.1 provide efficient and effective commissioning for the Services through an integrated commissioning strategy reflecting the outcomes of the Population Assessment;
 - 5.1.2 develop comprehensive market intelligence to shape and influence future service provision to respond to needs/ demand;
 - 5.1.3 drive service quality and service improvement;
 - 5.1.4 inform a single joint approach to contract management and quality assurance; and
 - 5.1.5 enable greater transparency regarding activity and expenditure.

6 TERM OF THE AGREEMENT

6.1 1 April 2024 to 31st March 2025, subject to earlier termination.

7 DETAILS OF THE ARRANGEMENTS

7.1 The Executive Directors shall have responsibility for undertaking the Joint Aims in relation to the Pooled Fund.

7.2 For the avoidance of doubt, the Executive Directors shall not have responsibility for the delivery of the Care Home Accommodation Functions on behalf of any Partner.

8 GENERAL PRINCIPLES

8.1 In relation to the Arrangements, the Partners shall:

8.1.1 treat each other with respect and an equality of esteem;

8.1.2 provide early information and notice about relevant problems;

8.1.3 co-operate with each other to agree joint protocols where necessary and any variance in such protocols as may be required from time to time; and

8.1.4 not pass a burden of service demand onto another Partner through local organisational actions.

8.2 Nothing under this Agreement shall affect the liabilities of the Partners to any third parties for the exercise of their respective functions and obligations.

9 THE POOLED FUND

9.1 The Pooled Fund shall be a virtual fund and will not require any financial payments to be made between the Partners.

9.2 The value of the Pooled Fund will be the total value of the respective Financial Contributions of each of the Partners for each Financial Year for the Services. It will

be calculated on the basis of the previous year out-turn spend on externally commissioned in-scope placements.

- 9.3 The indicative budget assumptions and Standard Rate of each Partner for their Financial Contribution to the Pooled Fund will be provided by the Partners to the Executive Directors by the start of each financial year.
- 9.4 For the duration of this Agreement, each Partner shall retain their respective Financial Contributions for the purposes of performing their Care Home Accommodation Functions and shall retain statutory responsibility for those functions.
- 9.5 Each Partner shall be responsible for managing any overspend or underspend in respect of their Financial Contribution in accordance with their respective Standing Orders.

10 NO ADJUSTMENT TO FINANCIAL CONTRIBUTIONS

- 10.1 Financial liability for any Care Home Accommodation Functions which are delegated between Partners shall be dealt with separately and shall not result in any reduction or increase to the Partners' Financial Contributions to the Pooled Fund under these Arrangements.

11 CAPITAL EXPENDITURE

- 11.1 The Pooled Fund shall not be applied towards capital expenditure.

12 AUDIT AND ACCOUNTING

- 12.1 Each Partner shall be responsible for the accounting and audit of their own Financial Contribution to the Pooled Fund. For the avoidance of doubt, each Partner's accounting and audit information in relation to its Financial Contribution shall not be Pooled Fund Information for the purposes of Clause 17.

13 LIABILITIES

- 13.1 Nothing in this Agreement shall limit or exclude a Partner's liability:
- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
 - (b) for fraud or fraudulent misrepresentation;
 - (c) for breach of any obligation as to title or quiet possession implied by statute; or
 - (d) for any other act, omission, or liability which may not be limited or excluded by law.
- 13.2 Subject to Clause 13.1 and clause 13.3, no Partner shall have any liability to any other Partner, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Agreement.
- 13.3 In relation to Clauses 15 (*Information Sharing*) and 17 (*Confidentiality and Access to Information*), each of the Partners (acting severally) shall indemnify and keep indemnified the other Partners against all losses, claims, expenses, actions, demands, costs and liabilities which the other Partners may incur ("the Indemnified Partners") by reason of or arising out of any wilful default or breach by a Partner of its obligations under Clauses 15 or 17 (and "wilful" in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of that Partner or matters arising from any negligent act or omission in relation to such obligations) unless and to the extent that the same result from a breach by the Indemnified Partner of any such obligations.
- 13.4 The amount to be paid to the Indemnified Partners by any of the other Partners under Clause 13.3 shall be borne by each of the Partners to the extent of its responsibility.
- 13.5 A Partner which receives a claim for losses, expenses, actions, demands, costs and liabilities which relates to this Agreement shall notify and provide details of such claim as soon as is reasonably practicable to the other Partners.
- 13.6 No Partner shall be indemnified in accordance with clause 13.3 unless it has given notice in accordance with clause 13.5 to the other Partner against whom it shall be enforcing its right to an indemnity under this Agreement.

- 13.7 Each Partner shall not be obliged to indemnify the other Partners to the extent that the insurances maintained by the other Partners at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that another Partner recovers under a policy of insurance save that the Partner responsible for liabilities suffered by another Partner shall be responsible for the deductible under any such policy of insurance and any amount over the maximum amount insured under such policy of insurance.

14 REPORTING AND MONITORING

- 14.1 The Partners will provide the Executive Directors with quarterly reports containing relevant financial and performance information which will evidence and monitor the Joint Aims. Such reports shall, where necessary, be authorised in accordance with any relevant financial standing orders of the Partners prior to submission to the Executive Directors. The format, content and due dates for such reports shall be agreed by the Executive Directors at their first meeting following the Commencement Date and communicated by the Executive Directors to the Partners.
- 14.2 The Executive Directors shall meet quarterly in order to consider reports received since the previous meeting and to discuss and consider progress and recommendations in relation to the Joint Aims.
- 14.3 The Executive Directors shall act unanimously so as to ensure each Director acts within their statutory or other delegated responsibilities that each Director has from its respective Council or Health Board.
- 14.4 The Executive Directors shall provide a report to the Regional Partnership Board in each Quarter in relation to the progress of the Joint Aims.

15 INFORMATION SHARING

15.1 Data Protection

- 15.1.1 The Partners will each act as data controllers in relation to the information processed as part of this Agreement.

- 15.1.2 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. Details of the processing, including categories of Data Subjects, nature and purposes, and duration/retention periods, shall be set out in a document to be agreed by the Partners.
- 15.1.3 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.
- 15.1.4 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.
- 15.1.5 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

15.2 Freedom of Information

- 15.2.1 Each Partner acknowledges that it and the other Partners are subject to the requirements of FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of a request for information.
- 15.2.2 Where a Partner receives a request for information under either the FOI Legislation in relation to information which it is holding on behalf of any of the other Partners in relation to this Agreement, it shall inform the Executive Directors and the other Partners of the request and its response.
- 15.2.3 The Executive Directors shall be required to assist any 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 any of the Partners.
- 15.2.4 Any 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:

- a) Is exempt from disclosure under FOI Legislation; and
- b) Is to be disclosed in response to a request for information.

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

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

16 TERMINATION

- 16.1 The Partners agree that this Agreement may be determined upon a Partner giving all other Partners three calendar months' notice in writing.
- 16.2 Such notice as is prescribed in clause 16.1 shall be addressed to the Chief Executive of those Partners
- 16.3 The Partners agree that upon the expiry of the notice period specified in clause 16.1 this Agreement shall cease to have effect in its entirety

17 CONFIDENTIALITY AND ACCESS TO INFORMATION

- 17.1 Except as required by law, each Partner agrees at all times during the continuance of this Agreement and after its termination to keep confidential all documents and papers which it receives or otherwise acquires in connection with this Agreement unless the Executive Directors have agreed that such a document or paper may be placed in the public domain or otherwise disclosed to a third party.
- 17.2 Any Director named as one of the Executive Directors may request a copy of a document from any other Partner which has been or is being prepared on behalf of the Executive Directors in relation to any of the performance or financial reporting or monitoring arrangements referred to in this Agreement or is being held on behalf of the Executive Directors ("Pooled Fund Information"). Where such a request is made the Partner to whom the request is made shall promptly provide the requesting Director with a copy of such Pooled Fund Information. Subject to Clause 15, should any Director named as one of the Executive Directors receive a request for access to Pooled Fund Information from an officer or member of their own Partner, that Director shall at his discretion and subject to that Partner's constitution, decide whether the relevant Pooled Fund

Information shall be disclosed to the officer or member in question with full consideration given to ensure compliance with Data Protection Laws. Where practicable, the Director who so receives a request shall consult with the other Executive Directors and consider their views in exercising his discretion under this clause. Any Pooled Fund Information shared will be processed to ensure that the minimum amount of Personal Data is made available and, whenever possible, that any such information is fully anonymised as provided in Clause 17.3.

- 17.3 Any Partner preparing Pooled Fund Information shall ensure that it does not include the identity of any individual service user or carer (or their families) and any such information must be appropriately anonymised.

18 WAIVERS

- 18.1 The failure of a Partner to enforce, at any time or for any period of time, any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Partner thereafter to enforce such provision.
- 18.2 No waiver in any one or more instances of a breach of any provision hereof, shall be deemed to be a further or continuing waiver of such provision in other instances.

19 ENTIRE AGREEMENT

- 19.1 The terms herein contained together with the content of the Schedule constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement, and any representation promise or condition not incorporated herein shall not be binding on any Partner.
- 19.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of each of the Partners.

20. CHANGES IN LEGISLATION, ETC.

20.1 The Partners shall review the operation of the Arrangements 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 Arrangements so as to ensure that the Arrangements comply with such legislation or guidance.

21 GOVERNING LAW

21.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English and Welsh Courts.

22 DISPUTES

22.1 In the event of a dispute between the Partners in connection with this Agreement, the matter shall be referred to the Executive Directors who shall endeavour to resolve the dispute.

22.2 In the event that the dispute remains unresolved having followed the procedure in Clause 22.1, or where owing to the nature or level of the dispute it would be inappropriate for the Executive Directors to seek to resolve it, the matter shall be referred to the Chief Executives of the Partners who shall endeavour to settle the dispute between them.

23 TRANSFERS

23.1 No Partner may assign, transfer, sub-contract or dispose of this Agreement or any benefits and obligations hereunder without the prior written consent of the other Partners acting through the Executive Directors except to any statutory successor in title to the appropriate statutory functions.

24 NO PARTNERSHIP

24.1 Nothing in this Agreement shall create or be deemed to create a legal partnership or the relationship of employer and employee between the Partners.

25 SEVERANCE

25.1 If any provision of this Agreement becomes or is declared by any court of competent jurisdiction to be invalid or unenforceable in any way such enforceability shall in no way impair or affect any other provision of this Agreement the remaining provision of which will remain in full force and effect.

26 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

26.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS WHEREOF the Partners have executed this Agreement as a Deed the day and year first above written:

Executed as a deed by affixing the

COMMON SEAL of CARMARTHENSHIRE COUNTY COUNCIL

In the presence of:

Signed (Authorised Officer):

Name/Position:

Signed (Authorised Officer):

Name Position:

Executed as a deed by affixing the

COMMON SEAL of CEREDIGION COUNTY COUNCIL

in the presence of:

Signed (Authorised Officer):

Name/Position:

Signed (Authorised Officer):

Name/Position:

Executed as a deed by affixing the

COMMON SEAL of PEMBROKESHIRE COUNTY COUNCIL

in the presence of:

Signed (Authorised Officer):

Name/Position:

Signed (Authorised Officer):

Name/Position:

Executed as a deed by affixing the

COMMON SEAL of HYWEL DDA UNIVERSITY LOCAL HEALTH BOARD

in the presence of:

Signed (Authorised Officer):

Name/Position:

Signed (Authorised Officer):

Name/Position:

SCHEDULE 1

SCOPE OF SERVICES

1.1 The scope of the Services includes externally commissioned Nursing and Residential placements for Older Persons including:

- Standard Local Authority Rate and Funded Nursing Care (FNC) Placements (Joint funded packages and out of county packages);
- Standard Local Authority Rate and Funded Nursing Care (FNC) Placements for Dementia/EMI (Joint funded packages and out of county packages);
- Standard Rate Residential Placements (Joint funded packages and out of county packages);
- Standard Rate Residential Placements for Dementia/EMI. (Joint funded packages and out of county packages); and
- Standard Rate Continuing NHS Health Care Placements (and out of county packages).

Externally commissioned Nursing and Residential placements for Older Persons also include, Respite, Short Term, Temporary and Permanent placements.

The Financial Contribution for such services shall reflect the cost of the service for each Partner excluding service user's assessed charge and excluding Additional Cost Calculation.

1.2 The Scope of the Services expressly excludes care home placements which have been externally commissioned where the main assessed need is one of the following:

- Learning Disability;
- Physical or Sensory Impairment;
- Mental Health Impairment (apart from where the condition is associated with old age);
- Bespoke packages of care and
- Placements/services provided directly by the Partners (not commissioned)

Addewid Arweinyddiaeth Dosturiol

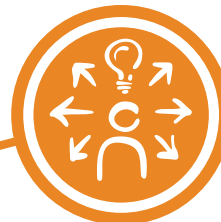
Compassionate Leadership Pledge



Datblygu gwaith tîm a rhyng-dîm cefnogol ac effeithiol
Develop supportive and effective team and inter-team working



Creu amgylcheddau lle mae arweinyddiaeth ar y cyd yn ffynnu
Create environments where collective leadership thrives



Gwellu cydraddoldeb, cynhwysiant ac amrywiaeth, gan gael gwared ar rwystrau a ffiniau yn ymwybodol
Improve equality, inclusion and diversity, consciously removing barriers and boundaries



Sefydlu'r amodau i'n gweithlu i adlewyrchu, dysgu, gwella ac arloesi'n barhaus
Establish the conditions for our workforce to reflect, learn, continually improve and innovate



Cytuno ar gyfeiriad a sicrhau aliniad ac ymrwymiad
Agree direction and ensure alignment and commitment



Galluogi systemau a diwylliannau diogel, ymddiriedus ac atyniadol
Enable safe, trusting and engaging systems and cultures



Rheoli anawsterau a heriau yn gadarnhaol, yn agored, yn ddewr ac yn foeseogol
Manage difficulties and challenges positively, openly, courageously and ethically

