



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

DYDDIAD Y CYFARFOD: DATE OF MEETING:	28 March 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:	Sian-Marie James, Assistant Director of Corporate Legal Services & Public Affairs

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 25 January 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

Just over a month ago, I stepped into the role of interim chief executive – a position that I feel very proud and privileged to hold. While my appointment is for a period of up to one year, as the recruitment process will start after we have a new Chair in post, my commitment to Hywel Dda and to our staff is steadfast.

Over this period, I have met with many key stakeholders as I take stock and consider our priorities for the coming months. Given my familiarity with the NHS in this area it may be surprising that I have invested time gaining multiple perspectives on our organisation. However, I have found listening to colleagues working both inside and outside the organisation has been both insightful and helpful, and I am grateful for the time and honesty afforded to me. I do, of course, know my way around the Health Board; intuitively understand many of the challenges and opportunities; and have worked in, and contributed to, the organisational culture. The feedback from people on their experiences of accessing our services is something that I want to be at the forefront of our thinking as we seek to improve our offer to our population.

I am invested in supporting our over 13,000 staff to ensure that Hywel Dda, and our NHS, is here to serve not only our current population of close to 400,000 people, but also our future generations - providing safe and kind services to all.

I appreciate that we are navigating through a time of change as a health board, and that this is not something that feels comfortable to all; however, this also presents an opportunity to look at what we do and see if there are opportunities to do things differently so that we improve our staff and patient experience.

This is particularly important as the scope of our escalation status increased to targeted intervention for the entire organisation. We need to work together to reduce our costs, and improve our performance, while ensuring quality and patient safety is not compromised.

This will involve difficult choices and as a Board we are very aware of the challenges that we face. The strain on our services is clear. We must rise to meet the challenge together, as we have done before – as individuals and as teams. While the pressures and challenges we face in the immediate short term are significant, the Board remains committed to our longer-term strategy – A Healthier Mid and West Wales.

Hywel Dda online meeting

On Friday 1 March 2024, we held our first Hywel Dda online whole staff meeting. This provided the opportunity for any Health Board colleagues to ask questions and hear from members of the Executive Team. Having received very positive feedback, we will now be holding these on a monthly basis.

New operating arrangements

Through my reflections on the current organisational landscape, it is evident that the governance arrangements in place for the Executive Team and its underpinning structure are not working as well as it should be. Revised arrangements are proposed, to ensure that the work of the Executive Team, and its underpinning sub-structure, are not only aligned with the Board and its Committees, but to better enable it to respond to the new escalation status. This will also support us to work effectively with Welsh Government to identify the way forward and the steps that can be taken, within budget, in order to make the necessary improvements in both performance and quality of care across the organisation for the benefit of patients, staff and broader communities. Alongside this, a new performance management framework is being developed, with this being a core part of the redesigned governance arrangements. The new arrangements will become operational from April 2024, and a further update will be provided to the Board at the May 2024 meeting.

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.

Strategic and Operational Issues: Local and Regional

Pathology Services: Human Tissue Authority Licence Holder

As a result of my change of role from Medical Director and Deputy Chief Executive to Interim Chief Executive, an application has been made to the Human Tissue Authority (HTA) to appoint James Severs, Executive Director of Therapies and Health Science, as the new Corporate Licence Holder from 11 March 2024.

This request was approved by the HTA, and Members are asked to approve a formal change to the Health Board's Scheme of Delegation to reflect this.

Scheme of Delegation Changes

Mr Mark Henwood, Interim Medical Director, has become the Caldicott Guardian and the Accountable Officer for Controlled Drugs, due to these being an intrinsic part of the Executive Medical Director Role.

Mr James Severs, Executive Director of Therapies and Health Science, has agreed to become Executive Director lead for the Health Professionals Forum.

Corporate Parent Charter

Corporate parenting promotes the collective responsibility to safeguard and promote the rights and life chances of care-experienced children and young people. The Health Board signed the pledge on 18 March 2024. In signing this pledge, we fully support the principles set out in the Charter and will live up to the common behaviours.

The details of the pledge are below:

- Work to deliver a better offer of help for you and all care-experienced children and young people in order for you to thrive and reach your potential.
- Help you gain access to and make the best use of our services.
- Act in your best interests and make you feel secure and well in our relationship with you.
- Encourage you to express your views, wishes and feelings and where needed provide you with support to promote these.
- Ensure your voice is heard and actively considered in all decisions about you and explain why decisions have been made.
- Provide you with information and resources that you need, in a way you understand.
- Make sure we are accountable to you for the decisions we take and the outcomes that affect your life.
- Help you to reach your potential.
- Prepare you for leaving care and support you to thrive independently.

- Ensure all staff are made aware of their corporate parenting responsibilities during their induction.

The Executive Director of Operations has taken on responsibility for enacting the requirements of the pledge. A link to the pledge documents is below:

<https://www.gov.wales/sites/default/files/publications/2023-06/corporate-parenting-charter-a-promise-from-wales.pdf>

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

Under the Social Services and Well-Being (Wales) Act 2014 (SSWBA), Councils and Health Boards have a statutory obligation to establish and maintain pooled fund arrangements in relation to the exercise of their Adult Care Home accommodation functions.

A regional pooled fund for Older Adult Care Home placements became effective from 6 April 2018 for 12 months on a 'virtual' basis (with some exclusions, notably 'in-house', and intermediate care provision). A further Agreement for the period 2020/21 was followed by a slightly amended 3-year Agreement to cover the period 1 April 2021 to 30 March 2024 (approved in Board on 29 July 2021). 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; attached at **Appendix C**. The only change to the last Agreement (2021-2024) is the term of 12 months only.

Health Board involvement in negotiating the required legal agreement is crucial as:

- This reflects the regional approach directed by Welsh Government;
- The NHS generally has tighter regulatory framework and shorter accounts closedown periods;
- It offers the opportunity to streamline the systems and processes in place which will be more efficient than contributing separately to the three systems that currently exist;
- The potential to maintain "grip" in relation to the management of the Continuing Health Care (CHC) budget, as well as decision making in relation to eligibility and thresholds, which are not politically driven. It also reflects that nursing and complex care expertise sits within the NHS; and
- There is an opportunity to build on the experience that the HB has on delivering risk sharing commissioning models.

The Agreement has been discussed at the Integrated Executive Group (IEG) of the Regional Partnership Board and will be formally approved by each statutory partner through their governance processes.

Any party to the Agreement can give three months' notice to terminate the Agreement that will then bring the whole arrangement to an end, not just the involvement of the party giving notice. Members are invited to Approve the Virtual Pooled Fund Agreement for 1 April 2024 – 31 March 2025 in the form attached at **Appendix C**.

Update on the Emergency Medical Retrieval and Transfer Service

Members will be aware from previous updates that the original Emergency Medical Retrieval and Transfer Service (EMRTS) Service Development Proposal (EMRTS and the Wales Air Ambulance Charity) was received at the Emergency Ambulance Services Committee (EASC) Joint Committee meeting on 8 November 2022. EASC Members (Chief Executives) agreed at that meeting that further scrutiny was required in a few key areas and that this impartial scrutiny would be undertaken by the Chief Ambulance Services Commissioner (CASC). The purpose of the EMRTS Service Review is to:

- Ensure that as many people as possible benefit from the excellent clinical outcomes that the critical care teams of EMRTS deliver (in partnership with the Wales Air Ambulance Charity);
- Improve the under-utilisation of clinical teams across the national EMRTS service;
- Ensure geographical coverage across Wales; and
- Ensure the use of Rapid Response Vehicles (RRV) when the helicopters are unable to fly.

EASC met on 19 March 2024; the papers for this meeting are available at [March 2024 - Emergency Ambulance Services Committee \(nhs.wales\)](#).

At this meeting, an update was received on the conclusion and the recommended option for the EMRTS Service Review, which was last received by EASC at its meeting on 30 January 2024 (referred to in Agenda Item 8.1: Hywel Dda University Health Board (HDdUHB) Joint Committees and Collaborative Update Report). An update on the engagement process undertaken was provided, with Phase 3 engagement concluding on 29 February 2024, where 568 questionnaire responses were received. The detail papers and the engagement feedback can be accessed within the link provided above.

The Joint Committee was presented with the following recommendations:

- Recommendation 1: The Committee approves the consolidation of the Emergency Medical Retrieval and Transfer Services currently operating at Welshpool and Caernarfon bases into a single site in North Wales.
- Recommendation 2: The Committee requests that the Charity secures an appropriately located operational base in line with the findings of the EMRTS Service Review Report.
- Recommendation 3: The Committee requires that a joint plan is developed by EMRTS and the Charity, that maintains service provision across Wales during the transition to a new base and that this plan is included within the Committee's commissioning arrangements.
- Recommendation 4: The Committee approves the development of a commissioning proposal for bespoke road-based enhanced and/or critical care services in rural and remote areas.

EASC discussed in detail the ongoing public and political concerns, which remain around the proposed changes to the operation of the EMRTS and the Wales Air Ambulance Charity (WAAC), particularly in relation to the potential closure of local bases and a perceived local loss of service, as per the initial Service Development Proposal.

Representations from Llais were also considered. The Health Board received a letter from Llais dated 15 March 2024, in which Llais outlines its concern regarding the Phase 3 engagement process, and that there had been insufficient time for informed views to be considered and reflected in the final proposals. The letter received from Llais is attached at **Appendix D** for reference.

EASC also discussed the risks identified through engagement in respect of the potential risk of decreased donations to the WAAC and impacts on its income, potentially threatening its sustainability. The Charity had raised delays in decision making regarding the Service Review and EASC acknowledged the requirement for a decision on the Service Review to be taken at the earliest opportunity.

Upon conclusion of the discussion, it was agreed that further work is required in relation to:

- Responding to the issues and representations raised during the engagement period; and
- Further development of Recommendation 4 was needed.

The outcome of this work will be presented to the Health Board for decision, based upon a final recommendation from EASC.

In the meantime, a Board Briefing session will be arranged to allow Members to explore the Service Review and feedback received through engagement in greater detail.

Board Members are asked to note the update on the EMRTS Service Review to date and the information in the Llais letter (**Appendix D**), and the additional work that is continuing at pace. I wish to acknowledge and thank the WAAC for the work they do for the people of Wales.

Argymhelliad / Recommendation

The Board is invited to:

- **Endorse** the Register of Sealings (**Appendix A**) since the previous report on 25 January 2024;
- **Note** the status report for Consultation Documents (**Appendix B**) received/responded to;
- **Approve** the changes to the Scheme of Delegation and to appoint the Executive Director of Therapies and Health Science as the new Corporate Licence Holder for the Human Tissue Authority from 11 March 2024;
- **Approve** the Virtual Pooled Fund Agreement for 1 April 2024 – 31 March 2025 in the form attached at **Appendix C**; and
- **Receive** the update on the Emergency Medical Retrieval and Transfer Service (EMRTS) Service Review and note the Llais letter in **Appendix D**.

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 Termiau: Glossary of Terms:	Included within the body of the report
Partion / Pwyllgorau â ymgynhorwyd ymlaen llaw y Cyfarfod Bwrdd Iechyd Prifysgol: Parties / Committees consulted prior to University Health Board:	Not Applicable

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:	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. 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.
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 • Has a full EqIA been undertaken? Not on the Report

Appendix A - Register of Sealings from 11 January 2024 – 12 March 2024

Entry Number	Details	Date of Sealing
442	Contract relating to Glangwili General Hospital Water Tank Replacement incorporating the conditions of the JCT Minor Works Contract 2016 Edition between Hywel Dda University Local Health Board and T Richard Jones (Betws) Limited.	01.02.2024
443	Contract relating to Red RAG Rated Remedial Work Ward Eight Withybush General Hospital incorporating the conditions of the JCT Minor Works Contract 2016 Edition between Hywel Dda University Local Health Board and Lewis Construction Building Contractors (Wales) Limited	07.02.2024
444	Contract relating to National Diagnostic Programme: X-Ray Replacement Tenby Cottage Hospital incorporating the conditions of the JCT Minor Works Contract 2016 Edition between Hywel Dda University Local Health Board and Lewis Construction Building Contractors (Wales) Limited	07.02.2024
445	Contract relating to Red RAG rated Remedial Work Temporary Propping & Emergency Work Withybush General Hospital incorporating the conditions of the JCT Minor Works Contract 2016 Edition between Hywel Dda University Local Health Board and Lewis Construction Building Contractors (Wales) Limited	07.02.2024
446	Contract relating to Red RAG rated Remedial Work Potwash Withybush General Hospital incorporating the conditions of the JCT Minor Works Contract 2016 Edition between Hywel Dda University Local Health Board and Lewis Construction Building Contractors (Wales) Limited	07.02.2024
447	Contract relating to WGH RAAC: Additional Bed Capacity & Associated Work South Pembrokeshire Hospital incorporating the conditions of the JCT Minor Works Contract 2016 Edition between Hywel Dda University Local Health Board and Edmunds Webster Limited	07.02.2024
448	Contract relating to Dishwasher Installations Glangwili General Hospital incorporating the conditions of the JCT Minor Works Contract 2016 Edition between Hywel Dda University Health Board and Lewis Construction Building Contractors Wales Ltd	20.02.2024
449	Contract relating to ED Schemes Health Board wide incorporating the conditions of the JCT Minor Works Contract 2016 Edition between Hywel Dda University Local Health Board and Edmunds Webster Limited.	12.03.2024

Appendix B: Consultations Update Status Report up to 11 March 2024

Ref No	Name of Consultation (hyperlink included for online consultations)	Consulting Organisation	Consultation Executive Lead(s)	Received On	CLOSING DATE	Response Sent
560	Strategic Equality Plan 2024 to 2028: proposed principles of approach and objectives	Welsh Government	Director of Workforce & Organisational Development	21.11.2023	12.02.2024	08.02.2024
561	Health Service Procurement Wales	Welsh Government	Director of Finance	27.11.2023	23.02.2024	14.02.2024
562	Draft Community Risk Management Plan 2040	Mid and West Wales Fire and Rescue Service	Director of Operations	11.12.2023	15.01.2024	10.01.2024
563	Supporting our Veterans	UK Government	Director of Workforce & Organisational Development	22.12.2023	04.01.2024	04.01.2024
564	Health Impact Assessment Regulations	Welsh Government	Director of Public Health	09.01.2024	29.04.2024	
565	WHSSC consultation: CP20 Specialised Eating Disorder Services	Welsh Health Specialised Services Committee	Director of Therapies and Health Science	06.02.2024	03.03.2024	28.02.2024

Appendix B: Consultations Update Status Report up to 11 March 2024

Ref No	Name of Consultation (hyperlink included for online consultations)	Consulting Organisation	Consultation Executive Lead(s)	Received On	CLOSING DATE	Response Sent
566	WHSSC Consultation: (CP288) All Wales Acute Leukaemia MDT	Welsh Health Specialised Services Committee	Director of Operations	12.02.2024	24.03.2024	
567	Proposed changes to the Putting Things Right process	Welsh Government	Director of Nursing, Quality and Patient Experience	12.02.2024	25.04.2024	
568	Paediatric Endocrinology (CP163)	Welsh Health Specialised Services Committee	Medical Director	14.02.2024	22.03.2024	
569	Specialised Services – Acute Leukaemia Immunophenotyping	Welsh Health Specialised Services Committee	Director of Operations	14.02.2024	26.03.2024	
570	Mental Health Standards of Care (Wales) Bill	Welsh Parliament	Director of Operations	27.02.2024	11.03.2024	11.03.2024
571	Living with Arthritis and Musculoskeletal: a framework for the future	Welsh Government	Medical Director	27.02.2024	08.04.2024	

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

SCHEDULE 2: PARTNERS INDICATIVE BUDGET ASSUMPTIONS FOR FINANCIAL CONTRIBUTION

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, as set out in Schedule 2 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 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

Pooled Fund for Older Persons Care Home Services Agreement

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)

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15 March 2024

EMRTS

Judith Hardisty Interim Chair HDUHB judith.hardisty@wales.nhs.uk

Phil Kloer philip.kloer@wales.nhs.uk

Dear Judith and Phil

Following the publication on 12th March 2024 of the papers for the next meeting of the Emergency Ambulance Services Committee (EASC) on 19th March 2024, Llais has prepared an update for consideration by the Health Boards at their forthcoming Board meetings.

Llais had access to meeting papers, including the final Emergency Medical Retrieval and Transfer Service (EMRTS) review recommendation report, at the same time as the public on 12th March 2024.

Llais raised concerns with EMRTS review team before Phase 3 that the timescales of this last stage were tight and shared concerns that these timescales should not compromise the important need of meaningful consideration of the comments, views, issues, and concerns shared by individuals during Phase 3 nor the final decision-making process.

Throughout the process The Board of Community Health Councils/ Llais have listened and shared what has been heard with CASC, EASC and the seven Health Boards.

This summary builds on the Llais feedback given throughout the process and relates to Phase 3, recognising that the concerns and issues raised have been consistent throughout the process.

What have we heard?

Cadeirydd / Chair: **Athro / Professor Medwin Hughes DL**

Prif Weithredwr / Chief Executive: **Alyson Thomas**

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We have predominantly heard from the communities of Mid and North Wales; the feedback Llais has seen largely mirrors the themes reflected in the EMRTS Phase 3 Engagement report.

In addition, Llais has heard:

- People and communities are not reassured of the impact of the proposal on rural areas
- People and communities are not reassured that there will be no impact by the decision to move bases
- People feel strongly that Option A and B will lead to a further reduced emergency provision in rural Wales – DGH/ WAA/WAST (particularly given red call response time statistics) (*Llais recognises that this is somewhat addressed in the final report recommendation 4*)
- Concerns about further erosion of services to rural areas
- People and communities do feel they have been engaged with, but some report not feeling listened to
- A continuous feeling, as per other phases, that a decision had been made before any engagement had been undertaken
- People found it hard to understand because of the complexity and volume of the documentation, and the lack of clearly summarised information for those who wanted the facts
- The workshop (to decide on shortlist of options) was not inclusive i.e. no community representation
- That the only two options provided in Phase 3 were option A) a base in Rhuddlan and option B) a base in Rhuddlan with an RRV in Wrexham
- Conflicting analysis of EASC's data [by a member of a campaign group]

Llais' observations

Cadeirydd / Chair: **Athro / Professor Medwin Hughes DL**

Prif Weithredwr / Chief Executive: **Alyson Thomas**

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Although NHS bodies retain the responsibility for service change, it is important that they work in partnership with their communities and develop proposals in a genuinely co-designed way. Llais remains concerned that not enough clear and easy to understand information was provided for people to be able to engage effectively in Phase 3 and for informed views to be considered and reflected in the final proposals. Such as:

- There are a high volume of social media comments (circa 17K FB comments) and petitions that have not *yet* been analysed nor taken into account in writing the final recommendation report.
- Llais remains concerned that the Phase 3 engagement may have digitally excluded some people from effectively engaging with the process
- We have some concerns that there is insufficient detail in the five recommendations to provide assurance that community concerns have been a) addressed b) incorporated and c) mitigated

Representation has been made to EASC in Llais' response to the Phase 3 engagement report, which we note EASC will address at the Joint Committee Meeting.

Yours sincerely

A handwritten signature in blue ink that reads 'Helen Williams'.

Interim Regional Director

Cadeirydd / Chair: **Athro / Professor Medwin Hughes DL**
Prif Weithredwr / Chief Executive: **Alyson Thomas**
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Eich llais mewn iechyd | Your voice in health
a gofal cymdeithasol | and social care

Croesewir gohebiaeth yn y Gymraeg a'r Saesneg. Os byddwch yn ysgrifennu atom yn Gymraeg, byddwn yn ateb yn Gymraeg. Ni fydd hyn yn arwain at oedi wrth ymateb i'ch gohebiaeth.

We welcome correspondence in Welsh and English. If you write to us in Welsh, we will answer in Welsh. This will not lead to a delay in responding to your correspondence.

Cadeirydd / Chair: **Athro / Professor Medwin Hughes DL**

Prif Weithredwr / Chief Executive: **Alyson Thomas**

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