



RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

CABINET

22ND MARCH 2018

SOCIAL SERVICES AND WELLBEING ACT: POOLED FUND: CARE HOME ACCOMADATION

REPORT OF THE GROUP DIRECTOR, COMMUNITY & CHILDREN'S SERVICES, IN DISCUSSIONS WITH THE RELEVANT PORTFOLIO HOLDERS, COUNCILLOR HOPKINS and COUNCILLOR LEWIS

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1. PURPOSE OF THE REPORT

- 1.1 The purpose of the report is to update Members with regards to the Pooled Fund project for Care Home Accommodation.

2. RECOMMENDATIONS

It is recommended that the Cabinet:

- 2.1 Notes the content of the report.
2.2 Notes the letter dated 9th of February 2018 from Chris Stevens at the Welsh Government attached as Appendix 1.
2.3 Endorse the arrangements for the Pooled fund including the appointment of RCT as the host.
2.4 Endorse the content of the Legal Agreement (attached as Appendix 2).
2.5 Authorise for officers to make non-material changes to the Legal Agreement as they arise during the governance process.

3. REASONS FOR RECOMMENDATIONS

- 3.1 To provide assurance to the Cwm Taf Social Services and Wellbeing Partnership Board that the introduction of the Pooled Fund for care home accommodation has the support of the Cabinet.

4. BACKGROUND

- 4.1 The Cwm Taf Social Services and Wellbeing Partnership Board (CTSSWPB) is required to establish and maintain pooled funds in relation to the exercise of their care home accommodation functions; the regulations for Part 9 of the Social Services and Wellbeing (Wales) Act 2014 (SSWB Act) state that "care home has the same meaning as in the Care Standards Act 2000 and "care home accommodation functions" means:

- a) The functions of a Local Authority under sections 35 and 36 of the Act, where it has been decided to meet the adult's needs by providing or arranging to provide accommodation in a care home;
- (b) The functions of a Local Health Board under section 3 of the National Health Service (Wales) Act 2006 in relation to an adult, in cases where:
 - (i) The adult has a primary need for health care and it has been decided to meet the needs of the adult by arranging the provision of accommodation in a care home, or
 - (ii) The adult does not have a primary need for health care but the adult's needs can only be met by the local authority arranging for the provision of accommodation together with nursing care

4.2 The CTSSWPB has steered the regional approach proposed within the requirements set for it in the Regulations and Part 9 Statutory Guidance (Partnership arrangements) of the SSWB Act

5. THE BENEFITS OF THE POOLED FUND

5.1 The CTSSWPB has adopted a joint statement of intent for older peoples services and the aim of the Cwm Taf care home accommodation pooled fund within this context is to ensure people in the Cwm Taf region have access to a wide range of good quality care home accommodation services that can respond and meet their needs when, how and where required.

5.2 The Pooled fund is a mechanism whereby the commissioning of care home services will become more integrated across the Region, leading to a more transparent use of resources and the ability of the CTSSWPB to improve its strategic decision making for this market

5.3 The intention of the Pooled Fund is in two parts:

- 1) Part 1 is the opportunity to commission services in partnership and shape the care home market to meet the needs of the population. Work to prepare for this has included:
 - The population assessment that identified the needs of the population in Cwm Taf for care home accommodation.
 - The development and publication of the Market Position Statement 2017 that has set out the range of accommodation priorities required to meet those needs alongside actions agreed to maintain a stable and sustainable care home accommodation market.
 - The issue of a regional care home contract, specification and contract monitoring arrangements to improve the quality of care home accommodation in the region.
 - The agreement to maintain a consistent approach and methodology for fee setting based on local factors across the region.

- 2) Part 2 is the opportunity for the CTSSWPB to pool resources and understand the whole care home market in more detail

The scope and structure of the fund is set out in the Legal Agreement attached as Appendix 2 but in summary the fund arrangements for year 1 are that:

- i. An overarching pooled fund for residential and nursing care will be established.
 - ii. Quarterly allocations will be paid from partners to the Host in advance (based on anticipated cost of placements/budget).
 - iii. Specific service provision budget lines will be established to monitor and analyse spend (e.g. residential care, nursing care, CHC etc).
 - iv. Responsibility for commissioning, contracting and payment of invoices will be delegated to partners (each being identified as lead commissioner for their respective specific service provision budget).
 - v. Actual costs of services will be recovered from the host by the lead commissioners (quarterly in arrears).
 - vi. Agreement will include a facility to transfer funding from one specific service provision to another with the formal endorsement of all 3 partners.
 - vii. Treatment of any over/underspend will be determined at year end by the governance arrangements set out in the Legal Agreement.
 - viii. The Pooled Budget covers placements in independent residential care, nursing care and CHC placements within the region and excludes placements made through the LD pooled fund, outside of the Boroughs of RCT and MT and those made in non registered settings.
- 5.4 The year 1 arrangements allow for some flexibility but risks to each partner are mitigated by the structure of the pool and the restriction to transfer funding from one specific service provision to another without the formal endorsement of all 3 partners.
- 5.5 It is anticipated that as the Partnership and the management of the Pooled Fund matures greater flexibility will be explored. It is noted however that any material changes to the operation and structure of the fund would require a review of the Legal Agreement and further consideration by all parties.
- 5.6 The ultimate destination of a risk sharing Pooled Fund for all categories of care is currently a requirement of Welsh Government. Recent correspondence (attached as Appendix 1) acknowledges that this may not be achievable in year 1 for which they are providing some flexibility but their expectation remains for CTSSWPB to demonstrate a progression to this point in future years.

6. OPERATIONAL ARRANGEMENTS

- 6.1 Rhondda Cynon Taf CBC will act as the host for the Pooled Fund. The role and responsibilities of the host will be to provide the financial, administrative, accounting systems and associated support for the Cwm Taf care home accommodation pooled fund as set out in the financial protocol of the Legal Agreement.
- 6.2 An Operational Board will be convened as set out in schedule 2 of the Legal Agreement to oversee the development, operation, improvement and performance of the Pooled fund and this Operational Board will report to the Cwm Taf Social Services and Wellbeing Partnership Board.
- 6.3 A Regional Commissioning Team is currently under development and this will support the Operational Board to fulfil its role by providing the commissioning capacity to implement the Market Position Statement objectives and reshape the care home accommodation service in the region

Summary of Pooled Fund Contributions (year 1) 2018/19

Specific provision budget line		Party / Lead Commissioner	*Indicative Budget Contribution 2018/19
Residential Care Placements	Residential (RCTCBC)	Rhondda Cynon Taf County Borough Council	£9,150,000
	Residential (MTCBC)	Merthyr Tydfil County Borough Council	£1,943,000
Nursing Care Placements (FNC)	Nursing FNC (RCTCBC)	Rhondda Cynon Taf County Borough Council	£10,465,000
	Nursing FNC (MTCBC)	Merthyr Tydfil County Borough Council	£1,652,000
	Nursing FNC (CTUHB)	Cwm Taf University Health Board	£3,785,000
Nursing Care Placements (CHC)	Nursing Care CHC (Cwm Taf UHB)	Cwm Taf University Health Board	£7,159,000

*Indicative budgets based on 2017/18 fee levels

7. GOVERNANCE TIMELINE

7.1 The Governance timeline for the Legal Agreement is as follows

Board/Cabinet	Date (2018)
<ul style="list-style-type: none">• Transformation Leadership group	22 nd February
<ul style="list-style-type: none">• Partnership Board	1 st March
<ul style="list-style-type: none">• Merthyr Tydfil Cabinet	22 nd March
<ul style="list-style-type: none">• RCT Cabinet	23 rd of March
<ul style="list-style-type: none">• UHB	29 th March

8. EQUALITY AND DIVERSITY IMPLICATIONS

8.1 The Pooled fund should not in itself introduce any change to service users and carers. A comprehensive Equality Impact Assessment was however undertaken during the development of the Joint Commissioning Statement for Older People's Services 2015-25 which was reported to Cabinet on 18th February 2016.

9. CONSULTATION

9.1 There is no public consultation associated with the development of the Pooled fund.

10. FINANCIAL IMPLICATION(S)

10.1 There are no financial implications associated with this report.

10.2 Any interest received by the host in respect of partner advance pool contributions will be retained within the Pooled Fund.

10.3 Any costs associated with the administration or hosting of the Pooled Fund will be funded by the interest received.

10.4 For year 1 the administration and hosting charge levied to the Pooled Fund by the host is agreed at £4,000 per annum. This charge is subject to annual review.

10.5 The existing adult services budget for care home placements is not affected by the Pooled Fund.

11. LEGAL IMPLICATIONS OR LEGISLATION CONSIDERED

11.1 The Social Services and Wellbeing (Wales) Act 2014 Partnership Arrangement Regulations require the establishment of Pooled funds in relation to the exercise of care home accommodation functions.

12. LINKS TO THE CORPORATE AND NATIONAL PRIORITIES AND THE WELL-BEING OF FUTURE GENERATIONS ACT

- ***How the subject of the report will contribute to the delivery of the Council's Corporate Priorities?***

The Pooled Fund will contribute to the Council's priority to promote independence and positive lives for everyone by supporting the development of the care home market in Cwm Taf and re-focussing service provision to meet the needs identified in the Population Assessment more effectively.

- **How the Sustainable Development principle, i.e. the five ways of working has been considered?**

The Pooled fund and the associated Market Position Statement (MPS) will consider the long term needs of older people in the region in terms of their need for good quality care home accommodation. Engagement with service users and the public was undertaken during the development of the MPS, the joint Commissioning strategy for older people and the Population Assessment and any changes to service provision made as a result would be required to engage people affected in more detail (e.g. RCT's Extra Care development).

The principles of the Pooled fund have been developed in collaboration with Merthyr Tydfil Council and the Cwm Taf UHB and the Pooled fund is an integrated project that is anticipated to support integrated commissioning across the region in the long term.

How the subject of the report seeks to maximise the Council's contribution to seven national well-being goals?

The introduction of the Pooled Fund will support the Council deliver a resilient Wales and a healthier Wales

- **Any other national strategies the subject of the report is seeking to address.**

The Pooled fund is a statutory duty set out in the Social Services and Wellbeing (Wales) Act 2014. The Partnership Arrangements (Wales) Regulations 2015 and Part 9 (Partnership) Statutory Guidance (see links attached as background papers).

The approach recommended for the Pooled Fund is entirely consistent with the:

- Joint Commissioning Strategy for Older People 2015 - 2025 and the EQIA as reported to Cabinet on the 18th of February 2016.
- The outcome of the Population Assessment 2017 as reported to council's on the 1st of March 2017
- The Market Position Statement for Care Home services 2017 as reported to Cabinet on the 21st of November 2017

13. CONCLUSION

- 13.1 RCT Cabinet support for the Pooled Fund Legal Agreement will assist the Cwm Taf Social Services and Wellbeing Partnership Board.
- 13.2 As noted in the Governance timeline the report will also be presented to the UHB and Merthyr Tydfil Cabinet and as a result there may be some changes made to the Legal Agreement. Cabinet is therefore requested to authorise for Officers to make non-material changes as required.

Other Information:-

Relevant Scrutiny Committee

Health and Wellbeing Scrutiny

Contact Officer

Sian Nowell 01443 668827

Neil Griffiths 01443 680721

LOCAL GOVERNMENT ACT 1972

AS AMENDED BY

THE LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985

RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

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22nd MARCH 2018

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Background Papers

Cabinet – 18th February 2016
Cabinet - 21st November 2017

Link to the Social Services and Wellbeing (Wales) Act 2014 Part 9 (Partnership)
Statutory Guidance

<http://gov.wales/docs/dhss/publications/151218part9en.pdf>

The Partnership Arrangements (Wales) Regulations 2015 (Social Services and
Wellbeing (Wales) Act 2014)

http://www.legislation.gov.uk/wsi/2015/1989/pdfs/wsi_20151989_mi.pdf

Officer to contact:

Sian Nowell 01443 668827
Neil Griffiths 01443 680721



To: Regional Implementation Leads

9 February 2018

Dear Colleagues

I was pleased to meet with you on 20 November in City Hall, Cardiff to further discuss progress in establishing pooled funds in relation to care home accommodation functions. I was grateful to all regions for again confirming they are committed to joint commissioning and are working towards establishing regional pooled funds.

During our discussions, most regions said they were developing a 'non-risk sharing' approach to pooled funds. Those present agreed to provide Welsh Government with further details on what constitutes 'non-risk sharing' in this context. Thank you for your helpful written updates. Unfortunately not all responses were received in time to enable advice to be prepared for the Minister for Children and Social Care, Huw Irranca-Davies, before the Christmas break. I have now however had opportunity to discuss this matter with him.

As a result of discussions, I am content that most regions are making sufficient progress in relation to establishing pooled funds. Whilst arrangements by April 2018 might not be fully developed, there seems genuine ambition to ensure integrated commissioning arrangements to support a pooled fund are in place by April 2019. As the Minister set out when he met regional chairs on 24 January, providing the ultimate destination of risk-sharing pooled funds and genuine joint commissioning remains clear to regional boards, some initial flexibility is acceptable.

When we met in November, clarity was also requested on Welsh Government's expectations for the scope of these funds by April. Every region indicated that they will only be able to deliver pooled funds in relation to care home accommodation for older people by that time. As you know, the requirements of the Partnership Arrangements (Wales) Regulations 2015 are not limited to care home accommodation for older people.

I accept however that the focus of pooled funds established by April will be limited to care home accommodation for older people and that it is unlikely regions would be able to deliver arrangements in relation to other adult care home places by that time. The Welsh Government will engage with regional colleagues about the scope of funds in the future.

The Minister has said that he is keen that the Welsh Government continues to engage with regional colleagues to co-produce a package of support to aid the delivery of pooled funds and to monitor progress. Further to discussing this issue further with regional chairs on 24 January, he intends to visit each regional board in the coming months.

I am grateful for your ongoing support in delivering this key Ministerial priority. If you wish to discuss this matter further please do not hesitate to contact me.

Yours sincerely

Chris Stevens

Chris Stevens

Head of Partnership and Integration
Partnership and Cooperation Division
Social Services & Integration

APPENDIX 2

DATED.....2018

MERTHYR TYDFIL COUNTY BOROUGH COUNCIL

And

RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL

And

CWM TAF UNIVERSITY HEALTH BOARD

AGREEMENT

FOR THE PROVISION OF THE CWM TAF CARE HOME ACCOMMODATION
POOLED FUND

direction for the CWM TAF CARE HOME ACCOMMODATION POOLED FUND and advise the Cwm Taf Social Services and Well-being Partnership Board (the "Board").

- (7) The Parties have each passed the necessary resolutions for the purposes of entering into this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 As used in this Agreement the following terms have the following meanings (unless otherwise stated in the Agreement):

1.1.1 "s151 Officer" means RCT/Merthyr Tydfil Tydfil's Chief Financial Officer (as defined by section 151 of the Local Government Act 1972);

1.1.2 "Agreement" means this agreement including the Schedules;

1.1.3 "Chief Finance Officer" means the chief finance officer within the UHB.

1.1.4 "Commencement Date" means [DATE];

1.1.5 "CWM TAF CARE HOME ACCOMMODATION POOLED FUND" or "Care Home Pooled Fund" means the pooled fund established under the Regulations by the Parties to provide the functions as set out in Schedule 1 and funded by the Fund Contribution. For the avoidance of doubt the CWM TAF CARE HOME ACCOMMODATION POOLED FUND is not a separate legal entity or distinct organisation. It is the operating name given to the facility which is undertaking the functions set out in Schedule 1 to the Parties and in accordance with this Agreement;

1.1.6 "CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board" means a board comprising of those members set out in Schedule 2;

1.1.7 "Demand" means any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding made pursuant to Clause 4.3;

1.1.8 "Financial Protocol" means the protocol set out in Schedule 3;

1.1.9 "Information Sharing Framework" means the framework set out in Schedule 5;

- 1.1.10 “Fund Contribution” means the agreed funding to be made available from Merthyr Tydfil, RCT and the UHB for the provision of the Care Home Pooled Fund in accordance with Clause 8 and the Financial Protocol set out in Schedule 3;
- 1.1.11 “Staff” means the staff required to administer the Pooled Fund.
- 1.1.12 “Services” means the provision by 'the Host' of all support services required by the Care Home Pooled Fund including but not limited to Financial (Accounts, Payroll, Creditors, Debtors, Insurance) Human Resources, Health and Safety, Legal, ICT, Estates, PR/Marketing, Information Management, Internal Audit and Procurement;
- 1.2 Clause headings in this Agreement are for convenience only and shall have no contractual effect.
- 1.3 Any reference to a Clause is a reference to a Clause of this Agreement.
- 1.4 Any reference to a Schedule is a reference to a Schedule to this Agreement.
- 1.5 Words importing one gender shall include the other genders and words importing the singular include the plural and vice-versa.
- 1.6 Reference to “individual” or “person” shall include bodies' corporate, unincorporated associations and partnerships.
- 1.7 Any reference to any enactment or statutory instrument shall be deemed to include reference to such enactment or statutory instrument as re-enacted amended or extended.
- 1.8 An obligation not to do or omit to do something shall be deemed to include an obligation not to permit or (so far as is reasonably practicable) suffer that thing to be done or omitted to be done.
- 1.9 An obligation to do something shall include an obligation to seek to procure that it is done.

2. CO-OPERATION AND DISCUSSION

- 2.1 This Agreement is entered into on the understanding that the Parties will work on the basis of co-operation and will arrange to discuss with each other, as soon as possible, any problems or disputes which arise and will attempt to resolve any difficulties through negotiation at an early stage and to make themselves available with reasonable notice to discuss the

issues under dispute. If the Parties fail to resolve a dispute through negotiation the provisions of Clause 17 shall apply.

3. AGREEMENT

3.1 This Agreement is made under the powers conferred by the Regulations made under the Act.

3.2 The CWM TAF CARE HOME ACCOMMODATION POOLED FUND shall provide the functions on behalf of the Parties as set out in Schedule 1.

3.3 The agreed implementation arrangements relating to the operation of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND are as set out in Schedule 4 to this Agreement.

3.4 The CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board will provide the strategic and operational direction to the CWM TAF CARE HOME ACCOMMODATION POOLED FUND and shall operate with the terms of reference set out in Schedule 2.

4. TERM AND TERMINATION

4.1 This Agreement shall continue unless all Parties to it at the time of the decision unanimously agree to terminate the Agreement and as part of that agreement allow a reasonable period in order to wind down the CWM TAF CARE HOME ACCOMMODATION POOLED FUND including compliance with any statutory requirements.

4.2 Any Party proposing to withdraw from this Agreement must notify each of the other Parties, by giving not less than 12 months notice in writing, of its intention to withdraw with such notice expiring on 31st March in any given year.

4.3 Any Party withdrawing from this Agreement irrespective of whether notice has been issued in accordance with the terms of this Agreement shall remain liable in accordance with the apportionments set out in Clause 8, for any financial or other obligation or liability (actual or contingent) incurred during the period as a Party to this Agreement in respect of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND.

4.4 Assets and liabilities of the Parties at termination shall be apportioned on the basis set out in Clause 8.

5. CWM TAF CARE HOME ACCOMMODATION POOLED FUND

5.1 The CWM TAF CARE HOME ACCOMMODATION POOLED FUND will operate across the Cwm Taf regional footprint as set out in the Regulations.

6 HOST SERVICES

6.1 It is agreed between the Parties that for the purpose of the development and operation of CWM TAF CARE HOME ACCOMMODATION POOLED FUND that Rhondda Cynon Taf County Borough Council (hereinafter referred to as the "Host") shall provide the Host Services and subject to Clause 6.2 shall have authority as from the Commencement Date to enter into any agreement necessary with any third party in respect of the provision of the Host Services including without prejudice to the generality of the foregoing any agreement relating to the purchase and provision of goods and services. Any such agreement for the purchase and provision of goods and services would be made in accordance with the Host's Contract Procedure Rules and Financial Procedure Rules (which require all expenditure to be incurred within the agreed budget), the Financial Protocol and all relevant legislation. Where any such agreement is for a period greater than two years and is for the CWM TAF CARE HOME ACCOMMODATION POOLED FUND only (rather than having wider applicability for the Host) and/or commits the CWM TAF CARE HOME ACCOMMODATION POOLED FUND to expenditure

(rather than providing a mechanism for potential use) then this shall be subject to the approval of the Chief Finance Officer and the Section 151 Officers.

- 6.2 Where the Host is minded to put in place any agreements with third parties relating to the provision of any Host Service it shall first consider whether one of the Parties to this Agreement wishes to provide the service and, if so, afford that Party the opportunity to provide that service at such cost as agreed by between the s151 Officers and Chief Finance Officer

7. STAFF

- 7.1 Staff will be employed by the Host who will arrange for the day to day administration, management and direction of Staff.
- 7.2 The CWM TAF CARE HOME ACCOMMODATION POOLED FUND shall not, and will not require any member of the Staff to do anything that shall breach the employment contract of the employee and shall have no authority to vary the terms of such employment contract.
- 7.3 In accordance with the provisions of Clause 2 of this Agreement the Parties will co-operate with each other with regard to any employment issues arising from the termination of this Agreement, howsoever arising, including, without limitation, looking at reducing the number of redundancies wherever possible and complying with employment law including policies and procedures with a view to minimising the risk of any Demand and other employment law liabilities arising from the termination of this Agreement. To the extent that any Demand or other employment liabilities arise as a consequence of the termination of this Agreement for any reason, these will be dealt with in accordance with clauses 8, 9 and 14 of this Agreement.

7.4 The Host will employ the Staff on behalf of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND required to administer the Care Home Pooled fund.

8. FINANCIAL CONTRIBUTIONS

8.1 The financial relationship between the Parties is as set out in this Clause 8 and the Financial Protocol at Schedule 3 of this Agreement and shall apply to the CWM TAF CARE HOME ACCOMMODATION POOLED FUND.

8.2 The funding for the Care Home Pooled Fund will be provided by the Fund Contribution.

8.3 The Fund Contributions to be made available for the Care Home Pooled Fund will be as shown in the table below:

Summary of Pooled Fund Contributions (year 1) 2018/19

Specific provision budget line		Party / Lead Commissioner	*Indicative Budget Contribution 2018/19
Residential Care Placements	Residential (RCTCBC)	Rhondda Cynon Taf County Borough Council	£9,150,000
	Residential (MTCBC)	Merthyr Tydfil County Borough Council	£1,943,000
Nursing Care Placements (FNC)	Nursing FNC (RCTCBC)	Rhondda Cynon Taf County Borough Council	£10,465,000
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Nursing Care Placements (CHC)	Nursing Care CHC (Cwm Taf UHB)	Cwm Taf University Health Board	£7,159,000

*Indicative budgets based on 2017/18 fee levels

8.4 In respect of the funding of the Care Home Pooled Fund there shall be a formal review of the funding mechanism on an annual basis, the first of which shall be in advance of the 2019/20 financial year. It will be for the s151 Officers and the Chief Finance Officer to endorse any recommendation (for change or stay the same) being made to the funding mechanism of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND.

9. FUNDING

9.1 The Host will act as 'banker' for receipt of each Fund Contribution which shall be payable into the Care Home Pooled Fund and used for the provision of each Party's Service Component Element within the CWM TAF CARE HOME ACCOMMODATION POOLED FUND. The Operational Management Board described in Schedule 2 of this agreement will be responsible for the production of the quarterly and annual evaluation reports required by the Board.

9.2 Any new grant or additional funding streams targeted at the CWM TAF CARE HOME ACCOMMODATION POOLED FUND must be considered by the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board. Permission to accept, expend or commit any monies from any new funding streams must be granted by the Party's' s151 Officer and/or Chief Finance Officer (as applicable). It shall be the responsibility of the Nominated Lead Officers to bring such additional funding streams to the attention of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board.

10. ANNUAL REVIEW OF THE CWM TAF CARE HOME ACCOMMODATION POOLED FUND SERVICE AND THE AGREEMENT

10.1 All Parties commit to an annual review of the terms of this Agreement and the CWM TAF CARE HOME ACCOMMODATION POOLED FUND with such reviews being undertaken annually to correspond with the

Local Authority budget setting process between January and March each year.

11. ACCESS TO INFORMATION

11.1 To provide an efficient, safe and high quality service the CWM TAF CARE HOME ACCOMMODATION POOLED FUND is dependent upon accurate and timely information being exchanged between the Parties. Such information shall only be used for the provision of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND. Information sharing between the Parties shall comply in all respects with all applicable legislation (including but not limited to the Data Protection Act 1998 and the General Data Protection Regulation (GDPR)) and the provisions of the Information Sharing Framework set out in Schedule 5 (together with any information sharing protocol made thereunder).

12. INDEMNITIES AND INSURANCE

12.1 To the extent such matters are not covered by the insurance arrangements that parties are required to have in place, the Parties will be jointly liable in accordance with Clause 8 (and the Financial Protocol) for all losses in relation to all actions, proceedings, costs, claims, demands, liabilities, losses and expenses howsoever arising out of or in connection with any act or omission by the Host in carrying out all or any of the duties and responsibilities of the Host and/or implementing the decisions of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND save where all losses incurred are caused by an unauthorised act by the Host.

12.2 The Parties shall ensure that where insurance is available to them, adequate insurance against the risks of cost of claims associated with public liability, employer's liability, property and professional indemnity is in place to cover their duties under this agreement.

12.3 The provisions of this Clause 12 shall survive the termination of this Agreement.

12.4 Where pursuant to Clause 6 of this Agreement one of the Parties to this Agreement is providing any part of the Host Services then the provisions of this Clause 12 shall apply mutatis mutandis.

13. VARIATION

13.1 Save as provided herein this Agreement cannot be varied without the approval of and prior written consent of all Parties. Any variation is to be signed and sealed by an authorised representative of each Party and will be annexed to this Agreement.

14. COMMUNICATION

14.1 Any communication required to be in writing under the terms of this Agreement shall be sent to each Party at the addresses set out in Clause 14.2 and marked for the attention of the person last notified in writing to the other Parties as being the person to receive communications for the purpose of this Agreement on behalf of that Party.

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

RCT

Chief Executive

Rhondda Cynon Taf County Borough Council

The Pavilions, Cambrian Park

Clydach Vale

Tonypandy

CF40 2XX

Merthyr Tydfil

Chief Executive

Merthyr Tydfil County Borough Council

Civic Centre, Castle Street

Merthyr Tydfil

CF47 8AN

UHB

Chief Executive

Cwm Taf University Health Board

Ynysmeurig House

Navigation Park

Abercynon CF45 4SN

- 14.3 Any notice service by delivery shall be deemed to have been served on the date it is delivered to the addressee. Where notice is posted it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.

15. THIRD PARTY RIGHTS

- 15.1 Save as may be provided herein the Parties to this Agreement do not intend any provision of it to be enforceable by any other person pursuant to the Contract (Rights of Third Parties) Act 1999.

16. SEVERANCE

- 16.1 If at any time any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal invalid or unenforceable in any respect provided that it would not affect or impair the legality, validity or enforceability of any other provision of this Agreement, this Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid

provision eliminated except where it deprives one of the Parties of a substantial part of the benefit to be derived by it from this Agreement without providing any corresponding benefit.

- 16.2 If Clause 16.1 shall apply the Parties shall in good faith amend and, if necessary, execute such further assurances in relation to this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended clause complies with the laws of that jurisdiction but if the Parties cannot agree upon the terms of any amendment or assurance within six months of the date upon which the provision was determined to be wholly or partly illegal or unenforceable by any court, tribunal administrative body then the dispute will be determined in accordance with Clause 17 hereof.

17. DISPUTE RESOLUTION

- 17.1 If there is a dispute between the Parties concerning the interpretation or operation of this Agreement (save in the case where a dispute is relevant only to a Clause/Schedule relevant to and governs the relationship between the Contributing Parties only) then any Party may notify the others in writing that it wishes the dispute to be referred to a meeting of both Local Authority Directors of Social Services and the UHB Director of Planning & Performance to resolve.
- 17.2 If after the meeting of both Local Authority Directors of Social Services and the UHB Director of Planning & Performance to resolve the dispute under 17.1 above has not been resolved, any Party may refer the dispute to the Parties' Chief Executives for resolution.
- 17.3 If there is a dispute between the Parties relating to a Clause/Schedule of this Agreement which is relevant to and governs the relationship between the Contributing Parties only then a Party must notify the other in writing that it wishes the dispute to be referred to a meeting of both

Local Authority Directors of Social Services and the UHB Director of Planning & Performance for resolution.

- 17.4 If after the meeting of both Local Authority Directors of Social Services and the UHB Director of Planning & Performance the dispute under 17.3 above has not been resolved, either Party may refer the dispute to the Parties' Chief Executives for resolution.
- 17.5 If the Chief Executives (or Parties' Chief Executives in the case of a dispute under 17.4 above) are unable to resolve the dispute by unanimous agreement within a period of 28 days of the matter being referred to them any Party may refer the matter to mediation. The Parties will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.
- 17.6 If the matter cannot be resolved by mediation any Party may refer the matter to arbitration on the following basis:
- 17.6.1 Referral shall be to a single Arbitrator selected by the Parties Chief Executives or, in the absence of agreement, to be nominated by the President of the Chartered Institute of Arbitration.
- 17.6.2 Such arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 and the Arbitrator appointed shall have the power to:
- 17.6.3 Order and direct what he or she shall think to be done by any of the Parties (or Contributing Parties' in the case of a dispute under 17.4 above) respectively in relation to the matters in dispute;
- 17.6.4 The decision of the Arbitrator shall be final and binding on all the Parties.
- 17.6.5 Unless otherwise agreed or specified in the arbitration terms each Party (or Contributing Party in the case of a dispute under 17.4 above) shall bear its own costs incurred in the arbitration

and the Parties (or Contributing Party in the case of a dispute 17.4 above) shall share equally the Arbitrator's costs and expenses.

18. WAIVER

18.1 No term or provision of this Agreement shall be considered as waived by any Party unless a waiver is given in writing by the Party and any failure by any of the Parties at any time to enforce any provision of this Agreement or to require performance by any of the other Parties of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part thereof or the right of any Parties to enforce any provision in accordance with its terms.

18.2 No waiver under Clause 18.1 shall be a waiver of a past or future default or breach, nor shall it amend delete or add to the terms conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in the waiver.

19. FREEDOM OF INFORMATION

19.1 The Parties agree that they will each co-operate with one another to enable any Party receiving a request for information under the Freedom of Information Act 2000 and/or Environmental Information Regulations 2004 to respond to that request promptly and within the statutory timescales. This co-operation shall include but not be limited to finding, retrieving and supplying information held, and directing requests to other Parties as appropriate and responding to any requests by any Party receiving a request for comments or other assistance.

20. GOVERNING LAW AND JURISDICTION

20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.

The **COMMON SEAL** of the respective Parties were affixed the day and year first before written:

The COMMON SEAL of **MERTHYR TYDFIL)**

COUNTY BOROUGH COUNCIL)

Was affixed in the presence of:)

Authorised Signatory

Designation.....

The COMMON SEAL of **RHONDDA CYNON)**

TAFF COUNTY BOROUGH COUNCIL)

Was affixed in the presence of:)

Authorised Signatory

Designation.....

The COMMON SEAL of **CWM TAF UNIVERSITY**)

HEALTH BOARD)

Was affixed in the presence of:)

Authorised Signatory

Designation.....

SCHEDULE 1
THE CWM TAF CARE HOME ACCOMMODATION POOLED FUND
FUNCTIONS

- 1.1 The Cwm Taf Social Services and Wellbeing Partnership Board are required to establish and maintain a pooled fund in relation to the exercise of their care home accommodation functions; these duties will take effect from 6 April 2018.
- 1.2 A “care home” has the same meaning as in the Care Standards Act 2000 and “care home accommodation functions” means:
- 1.2.1 The functions of a local authority under sections 35 and 36 of the Act, where it has been decided to meet the adult’s needs by providing or arranging to provide accommodation in a care home;
 - 1.2.2 The functions of a Local Health Board under section 3 of the National Health Service (Wales) Act 2006 in relation to an adult, in cases where:
 - 1.2.3 The adult has a primary need for health care and it has been decided to meet the needs of the adult by arranging the provision of accommodation in a care home, or
 - 1.2.4 The adult does not have a primary need for health care but the adult’s needs can only be met by the local authority arranging for the provision of accommodation together with nursing care

2. THE VISION

- 2.1 The Cwm Taf social services and wellbeing Partnership have adopted a common vision for integrated health and social care services for older people “*Supporting people to live independent, healthy and fulfilled lives*” which will be achieved by providing health and social care services that are:

- Integrated, joined up and seamless.
- Focused on prevention, self-management and reablement.
- Responsive and locally delivered in the right place, at the right time and by the right person.
- Safe, sustainable and cost effective.

3. THE AIM OF THE CWM TAF CARE HOME ACCOMMODATION POOLED FUND

- 3.1 Within the context of the Joint Commissioning Statement For Older People's Services 2015- 2025, the aim of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND is to ensure people living in the Cwm Taf region have access to a wide range of good quality care home accommodation services to meet their needs when, how and where they need them.

4. THE OBJECTIVES OF THE CWM TAF CARE HOME ACCOMMODATION POOLED FUND

- 4.1 To understand and respond to the wide ranging needs of the population in Cwm Taf for care home accommodation.
- 4.2 To secure an appropriate range of accommodation services to meet peoples needs as set out in the Market Position Statement 2017.
- 4.3 To maintain a stable and sustainable care home accommodation market in Cwm Taf and co-ordinate effort across to support the development of new service models.
- 4.4 To improve the quality of care home accommodation in the region through the management of the Regional Care Home contract, specification and contract monitoring arrangements.
- 4.5 To adopt a more transparent use of resources across the Partnership and improve the strategic decision making of the Cwm Taf Partnership Board.
- 4.6 To maintain a consistent approach and methodology for fee setting based on local factors.

SCHEDULE 2

THE CWM TAF CARE HOME ACCOMMODATION POOLED FUND **OPERATIONAL MANAGEMENT BOARD**

(hereinafter referred to within this schedule as 'the Board')

1. PURPOSE OF THE BOARD

- 1.1 The purpose of the Board is to assist the Cwm Taf Social Services and Well-being Partnership Board to discharge its responsibilities under Part 9 of the Social Services and Well-being (Wales) Act 2014.
- 1.2 The Board will be formed with the broad aim of overseeing the development, operation, improvement and performance of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND

2. MEMBERSHIP

- 2.1 The Board shall have the following membership:

From the Parties

- RCT - Service Director - Adult Services
- Merthyr Tydfil - Head of Adult Services
- UHB - director of Nursing, Midwifery and Patient Care
- UHB- Finance Officer
- RCT – Finance Officer
- Merthyr Tydfil - Finance officer
- Regional Officer nominated as the Cwm Taf care home accommodation pooled fund Manager

From Partner Organisations (in a representative, non-voting capacity only)

- A Third Sector Representative nominated by the Cwm Taf social value forum

- A Care Home representative nominated by the Cwm Taf Care home forum

2.2 Each Party can nominate a substitute Board member, providing the named person is directly accountable to the Board and is able to make decisions on their respective Party's behalf within the Board's terms of reference.

2.3 The quorum for Board meetings shall be 3 with at least one member in attendance from each of RCT, Merthyr Tydfil and the UHB.

3. Chair

The Chair of the Board will be appointed on an annual basis on rotation between the Parties

4. Voting

Each Party shall have one vote. The representative attendee from each Party who will exercise his/her Party's vote on their behalf must be determined prior to commencement of each Board meeting.

The Board will in the first instance seek to reach decisions through consensus. Where it is not possible to reach a consensus position a decision will be reached by majority vote. Voting will be by means of a show of hands.

5. Meetings and Procedure

The Board shall hold quarterly meetings during each Local Authority municipal year.

6. Minutes of Meetings

Minutes of the proceedings of every meeting of the Taf Board shall be drawn up as agreed by the Chair. Copies of the draft minutes of the

proceedings of every meeting of the Board shall, within two weeks after each meeting, be sent to all members of the Board.

7. Governance

The Board is responsible to the Cwm Taf Social Services and Well-being Partnership Board and will have responsibility for endorsing an annual evaluation report to the Cwm Taf Social Services and Well-being Partnership Board.

8. Terms of Reference

8.1 To provide strategic oversight and clear direction to the CWM TAF CARE HOME ACCOMMODATION POOLED FUND

8.2 Develop and implement a shared commissioning strategy to reshape the care home accommodation service in the region as set out in the Cwm Taf Social Services and Wellbeing Board Market Position Statement 2017 (MPS)

8.3 Lead a strategic approach to communicating and publicising the direction of travel and the progress made to the partner organisations, the provider services and the public

8.4 To receive quarterly commissioning reports using the agreed commissioning data sets from the Care Home Pooled Fund Manager and evaluate the progress of the shared commissioning strategy within the context of the MPS

8.5 To receive quarterly budget reports from the Care Home Pooled Fund manager and work in accordance with the terms of the Financial Protocol set out in Schedule 3 of this Agreement.

8.6 Report to the Cwm Taf Social Services and Wellbeing Board on progress, key issues and exceptions. escalating any barriers to progress within the Care Home Pooled fund arrangements for resolution

8.7 Ensure that an annual report on progress is prepared and delivered to the Cwm Taf Social Services and Wellbeing Board

- 8.8 To ensure all parties discharge their statutory duties.
- 8.9 Promote and support collaboration and joint working interagency working and expedite the resolution of any inter-agency issues which arise.

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SCHEDULE 3

FINANCIAL PROTOCOL

1. This Financial Protocol governs the financial relationship between the Parties.

2. Fund Arrangements

2.1 The Host will provide the financial / administrative / accounting systems and associated support for the CWM TAF CARE HOME ACCOMMODATION POOLED FUND .

2.2 The Care Home Pooled Fund will comprise of a number of Service Component Element budget lines, each budget line will require a Party to be designated as the lead service commissioner.

2.3 Lead service commissioners will be responsible for commissioning & contracting of placements and the subsequent payments relating to those services.

2.4 The specific service provision budget within the fund along with the designated Party / Lead Commissioner is shown below.

Specific service provision budget		Party / Lead Commissioner
Residential Care Placements	Residential (RCTCBC)	Rhondda Cynon Taf County Borough Council
	Residential (MTCBC)	Merthyr Tydfil County Borough Council
Nursing Care Placements (FNC)	Nursing FNC (RCTCBC)	Rhondda Cynon Taf County Borough Council
	Nursing FNC (MTCBC)	Merthyr Tydfil County Borough Council
	Nursing FNC (CTUHB)	Cwm Taf University Health Board
Nursing Care Placements (CHC)	Nursing Care CHC (Cwm Taf UHB)	Cwm Taf University Health Board

2.5 Each Party / Lead Commissioner will contribute those Financial Contributions as are identified in section 3 (below) effective on the Commencement Date or on a pro-rata basis in the event of any delay. The financial contributions shall together be known as 'the Fund Contributions'.

2.6 The Care Home Pooled Fund will be managed by the Residential & Nursing Care Pooled Fund Manager under the direction of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board. Regular reports will be provided to the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board and made available to the Parties' s151 Officers and the Chief Finance Officer. These reports will include details of the Care Home Pooled Fund's annual budget, spend incurred to date, anticipated annual spend, variance to budget and an analysis of any variance.

3. **CONTRIBUTION AND CHARGING MECHANISM**

3.1 To ensure that all costs incurred by the CWM TAF CARE HOME ACCOMMODATION POOLED FUND are recovered, the Parties / Lead Commissioners will be required to contribute in full the costs associated with each specific service provision budget. It should be noted that this mechanism will be subject to annual review.

3.2 The Parties' / Lead Commissioners' financial contributions for Year 1 (2018/2019) will be based on the Parties' / Lead Commissioners anticipated annual spend for each specific service provision line for 2018/19, shown below.

Summary of Pooled Fund Contributions (year 1) 2018/19

Specific provision budget line		Party / Lead Commissioner	*Indicative Budget Contribution 2018/19
Residential Care Placements	Residential (RCTCBC)	Rhondda Cynon Taf County Borough Council	£9,150,000
	Residential (MTCBC)	Merthyr Tydfil County Borough Council	£1,943,000
Nursing Care Placements (FNC)	Nursing FNC (RCTCBC)	Rhondda Cynon Taf County Borough Council	£10,465,000
	Nursing FNC (MTCBC)	Merthyr Tydfil County Borough Council	£1,652,000
	Nursing FNC (CTUHB)	Cwm Taf University Health Board	£3,785,000
Nursing Care Placements (CHC)	Nursing Care CHC (Cwm Taf UHB)	Cwm Taf University Health Board	£7,159,000

*Indicative budgets based on 2017/18 fee levels

- 3.3 The Fund Contributions will be made to the Host in quarterly installments (invoiced in advance).
- 3.4 Any costs incurred by parties/lead commissioners in respect of commissioned services relating to specific service provision budgets should be recovered from the Host (Care Home Pooled Fund) quarterly in arrears.
- 3.5 Any interest received by the host in respect of partner advance pool contributions will be retained within the CWM TAF CARE HOME ACCOMMODATION POOLED FUND

- 3.6 Any costs associated with the administration or hosting of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND will be funded by the interest received - see clause 3.5 of this schedule
- 3.7 For year 1 the administration and hosting charge levied to the CWM TAF CARE HOME ACCOMMODATION POOLED FUND by the host is agreed at £4,000 per annum. This charge is subject to annual review
- 3.8 Charges made for goods and services relating to the Service Component Element and/or Host Services of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND from any Party will be made by means of official invoice based on actual costs incurred, submitted to and paid by the Host quarterly in arrears. Official Invoices should include appropriate supporting evidence of costs incurred (e.g. Agreed financial data template).
- 3.9 Charges made for goods and services relating to the Functions and/or Host Services of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND from any other company or external organisation other than the Parties will be submitted to and paid by the Host in accordance to the stipulated contract and payment terms.

4. **GENERAL PRINCIPLES**

- 4.1 Changes in service delivery that lead to a variation in the functions of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND must only be made with prior approval from the respective Party / Lead commissioner for which the specific service provision budget relates.
- 4.2 Variation of anticipated spend, either negative or positive will remain the responsibility of the Party/Lead Commissioner to which the variation relates, save for those instances agreed in point 4.3 below
- 4.3 The Fund allows the transfer of resources between Service Component Element budget lines. Any transfer of funds between Service Component Element budget lines must be unanimously agreed by all

Parties. All transfers of funds require endorsement from the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Management Board and each respective parties Chief Finance Officer / S151 Officer.

4.4 The Fund shall not inherit any debt or liability incurred by any of the Parties prior to the Commencement Date.

4.5 Any additional funding streams targeted at the CWM TAF CARE HOME ACCOMMODATION POOLED FUND must be considered by the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board. Permission to accept, expend or commit any monies from any new funding streams must be granted by the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board and the Host's Chief Finance Officer / s151 Officer. It shall be the responsibility of the Cwm Taf Care Home Accommodation Pooled Fund Manager or respective Party to bring such additional funding streams to the attention of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board.

4.6 Budgets within the Fund will follow the Service Reporting Code of Practice (SERCOP) and be routinely monitored by the Cwm Taf Care Home Accommodation Pooled Fund Manager. This financial performance will be reported to the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board and made available to the Parties' s151 Officers or Chief Finance Officer on a quarterly basis in line with scheduled CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board meetings.

5 ANTICIPATED COST OF THE CWM TAF CARE HOME ACCOMMODATION POOLED FUND DURING THE PERIOD OF THE AGREEMENT

- 5.1 The anticipated value of contributions (from Party's / Lead Commissioners) required to establish sufficient resource to meet expected placement demand is shown in section 3.2 above.
- 5.3 The level of contribution required from each Party/Lead Commissioner in its first year has been based on the cost of residential & nursing placement numbers and / or any anticipated variation to placements anticipated in respective parties budget strategy for the 2018/19 financial year, as agreed and confirmed by the Parties.
- 5.4 Future year contribution levels should be based on the anticipated costs of residential and nursing placements. A review of such costs should be undertaken by all parties and agreed CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board by the end of January prior to the new financial year.
- 5.5 In the event that a specific service provision budget reports a year end surplus position, the value of the surplus budget shall either be released back to the respective party / lead commissioner or retained in pooled fund balances upon agreement by respective parties, save for those instances approved under section 4.3.
- 5.6 In the event that a specific service provision budget reports a year end surplus position, the value of the surplus budget shall either be released back to the respective party / lead commissioner or retained in pooled fund balances upon agreement by respective parties, save for any fund transfers approved under section 4.3.
- 5.7 The CWM TAF CARE HOME ACCOMMODATION POOLED FUND is not permitted to operate nor set a deficit budget position. In the event that a specific service provision budget reports a year end deficit position, the value of the deficit shall be recovered from the respective party / lead commissioner within 28 days of the financial year end, save for any fund transfers approved under section 4.3.

6. **PAYMENT ARRANGEMENTS**

- 6.1 The Parties/Lead Commissioner shall be invoiced quarterly in advance by means of official invoice from the Host as per contribution levels agreed above.
- 6.2 Payments shall be made in accordance with the Host's standard credit terms (i.e. 28 days).
- 6.3 Any late payment may invoke interest charges at the discretion of the Host . Any charge of interest will be applied on a daily basis at the Bank of England base rate + 1 % from the due date of payment to the actual date of receipt.

7. **HOSTING AND ADMINISTRATION OF CONTRIBUTIONS**

- 7.1 The Financial Procedure Rules and Contract Procedure Rules of the Host shall apply to all contributions received from the Party's.
- 7.2 The Cwm Taf Care Home Accommodation Pooled Fund Manager shall ensure that the finances are maintained to national and professional standards and that the payment of supplier's invoices complies with their payment terms, ensuring that no late payment charges are incurred.
- 7.3 The Cwm Taf Care Home Accommodation Pooled Fund Manager shall be responsible for ensuring that appropriate financial systems are operational and in place in order to provide the necessary control and production of financial information.

8. **INFORMATION REQUIREMENTS**

- 8.1 The Cwm Taf Care Home Accommodation Pooled Fund Manager shall ensure that all financial and other information required by the Parties in relation to compiling performance statistics, statutory and other returns is made available by any relevant deadlines.
- 8.2 The Cwm Taf Care Home Accommodation Pooled Fund Manager shall ensure that all financial and other information required to measure performance against the functions of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND, as set out in this Agreement, is made available by any relevant deadlines.
- 8.3 The Cwm Taf Care Home Accommodation Pooled Fund Manager shall make available all financial and other information as requested by the Parties' s151 Officers and/or Chief Finance Officer.

9. **GRANTS**

- 9.1 The Host will act as 'banking authority' for receipt of any grant relating to the CWM TAF CARE HOME ACCOMMODATION POOLED FUND , and under the terms of the grant agreements will be responsible for accepting the terms and conditions of the grant on behalf of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND .
- 9.2 Where grants can only be awarded directly to a party other than the host then that party is required to passport the total value of the grant within 28 days of its receipt to the Host for inclusion within the Fund.
- 9.3 For the avoidance of doubt the day to day management of the grants shall be the responsibility of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND and the Cwm Taf Care Home Accommodation Pooled Fund Manager.

- 9.4 Where new grant opportunities are identified, the Cwm Taf Care Home Accommodation Pooled Fund Manager or the relevant Party(s), as appropriate shall be responsible for bringing this to the attention of the Parties' s151 Officers. The Cwm tTf Care Home Accommodation Pooled Fund Manager shall be responsible for the completion of grant claims to the appropriate standard, within the required timescales and in accordance with the Host's procedures (unless specifically agreed otherwise by the Operational Management Board). the Cwm Taf Care Home Accommodation Pooled Fund Manager shall liaise with the relevant Parties s151 Officer and/or Chief Finance Officer, as required, to complete this task.
- 9.5 When new grants are made known in respect of the functions the Cwm Taf Care Home Accommodation Pooled Fund Manager in liaison with the Host's lead finance officer shall draw up spending plans for such grants along with an appropriate exit strategy, for approval by the Parties' s151 Officers and/or Chief Finance Officer.
- 9.6 Any redundancy costs arising from the either cessation or reduction of grant funding shall be borne by the 'Fund'. In the event that the fund does not have sufficient resources or reserves to fund any such costs, each 'Contributory' Party will be liable to fund the shortfall in line with contribution levels set out in section 5.5 in this financial schedule.

10. **FINANCIAL INSOLVENCY**

- 10.1 If it is foreseen that the CWM TAF CARE HOME ACCOMMODATION POOLED FUND cannot meet its liabilities and the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Management Board, and thereafter the Parties' s151 Officers and or Chief Finance Officer are unable to agree a financial solution, then the Parties Chief Executives shall be responsible for ensuring that termination procedures are followed.

11. **MONITORING AND ROLE OF THE CWM TAF CARE HOME ACCOMMODATION POOLED FUND MANAGER**

11.1 The CWM TAF CARE HOME ACCOMMODATION POOLED FUND Manager shall prepare a financial monitoring report on a quarterly basis to the Parties' s151 Officers who will in turn review expenditure, commitments and forecast outturn to ensure that the allocated budget is being appropriately adhered to.

11.2 The CWM TAF CARE HOME ACCOMMODATION POOLED FUND Manager shall prepare an annual report to be submitted to the Parties' s151 Officers at the end of each Financial Year. Such report would include:

- i. An annual statement of Income & Expenditure
- ii An evaluation of performance against any agreed performance measures, targets and priorities.
- iii A review of targets and priorities for the forthcoming Financial Year.
- iv Summary of Service delivery.
- v Such other information as shall be reasonably required by the Parties' s151 Officers from time to time.

12. **BUDGET**

12.1 The CWM TAF CARE HOME ACCOMMODATION POOLED FUND Management Board shall agree the draft CWM TAF CARE HOME ACCOMMODATION POOLED FUND annual budget by the 31st January prior to the following financial year and submit it to each of the Parties for approval.

12.2 The CWM TAF CARE HOME ACCOMMODATION POOLED FUND Manager shall ensure that there are mechanisms in place to enable budgets to be managed in line with the annual budget allocation and that any anticipated variation to budget are identified early and reported

to the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Management Board.

- 12.3 The CWM TAF CARE HOME ACCOMMODATION POOLED FUND is not authorised to operate nor budget at a cumulative deficit position. In the event that annual accounts for each specific service provision budget are closed in a deficit position, the respective Party/Lead Commissioner will be required to make appropriate contributions within 28 days of the subsequent financial year.
- 12.4 In the event of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND reports an indicative overspend position within any specific service provision budget, the reasons for the variation will be investigated and analysed against budget by the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Manager.
- 12.5 The Cwm taf care home accommodation pooled fund Manager must submit a report to the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Management Board and the Parties' s151 Officers, which details reasons for variation and recommended remedial action. A meeting of the Cwm Taf Care Home Accommodation Pooled Fund Manager and the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board will be held within 28 calendar days of the production of this report in order to agree the remedial action as necessary. Details of remedial actions agreed by the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Management Board should be sent to the Parties' s151 Officers and/or Chief Finance Officer for approval.
- 12.6 If agreement cannot be reached in respect of the corrective action and treatment of budget variations (overspends and under spends) in the Fund by the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Management Board the Parties shall follow the dispute procedure as set out in Clause 17 of the Agreement.

- 12.7 Where upon termination of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND there is a surplus or deficit balance in any of its specific service provision accounts, the respective party/lead commissioner shall recover or repay any such balance from the Host within 28 days of the termination date.
- 12.8 In the event of membership changes e.g. where there is an inclusion of a new Party or withdrawal of existing Party. A meeting of the Parties' Chief Executives will be held within 28 calendar days following formal notification of any party membership change. The meeting should consider the ongoing financial viability of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND and agree the necessary amendments to the Agreement and Financial Schedule (incl. Financial Contributions) and operation of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND.

13. RECORD KEEPING / YEAR-END ACCOUNTING INFORMATION

- 13.1 Cwm taf care Home Accommodation Pooled Fund Manager must retain all records for a period of six full years following the Financial Year-end, or longer if required.
- 13.2 The Cwm Taf Care Home Accommodation Pooled Fund Manager shall make available all financial and other information to the Parties as required to fulfill their statutory reporting requirements and to meet any specified deadlines.

14. VAT

- 14.1. The Finances for the CWM TAF CARE HOME ACCOMMODATION POOLED FUND shall be managed subject to the VAT regime of the Host.

15. **AUDITING ARRANGEMENTS**

15.1 **External Audit**

15.1.1 The Host's external auditors, (Wales Audit Office) will be the external auditor of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND. Any audit costs borne by the Host will be charged to the Fund.

15.1.2 It shall be the responsibility of the Host to include the funds of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND in its end of year accounting processes, produce the required memorandum account and arrange for audit in time for its inclusion in all Parties' year end accounts.

15.1.3 Should the annual audit letter contain any direct reference to the finances of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND, the Host will send copies of the relevant excerpts of the letter to each of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board, the Parties s151 officers and/or Chief Finance Officer and Chief Executives.

15.1.4 The cost of any specific audits required shall be borne by the Care Home Accommodation Pooled Fund.

15.1.5 Draft Wales Audit Office reports relevant to the services commissioned and provided shall be presented to the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Operational Management Board and shall be made available to the Parties' internal auditors.

15.2 **Internal Audit**

15.2.1 The CWM TAF CARE HOME ACCOMMODATION POOLED FUND and its finances will be incorporated into the risk assessed Internal Audit Programme of the Host. Final reports shall be made available to the

CWM TAF CARE HOME ACCOMMODATION POOLED FUND
Management Board and to the Parties' internal auditors.

15.2.2 The costs of any required audits of the CWM TAF CARE HOME
ACCOMMODATION POOLED FUND shall be borne by the Fund.

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SCHEDULE 4

CWM TAF CARE HOME ACCOMMODATION POOLED FUND

IMPLEMENTATION ARRANGEMENTS

- 1 This schedule includes the agreed arrangements for the operation of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND.

These arrangements will be subject to an annual review by the Cwm Taf Social Services and Wellbeing Partnership Board with an expectation that both the principles and accounting arrangements will develop to reflect the further integration of commissioning arrangements

2. THE POOLED BUDGET SCOPE

- 2.1 The Care Home Accommodation Pooled fund will include all placements made within the Boroughs of RCT and Merthyr Tydfil for
- Independent Residential Care
 - Nursing Care (to include the FNC contributions for self funding residents and also the FNC contribution for residents placed by other LA's)
 - CHC placements
 - Short term placements
- 2.2 The Care Home Accommodation Pooled Fund will not include placements made through the Learning Disability Pooled Fund, placements made outside of the County Boroughs of RCT and MT and placements made in non registered settings.

3. THE POOLED BUDGET STRUCTURE

- 3.1 In principle the structure of the Care Home Accommodation Pooled Fund Budget is as illustrated overleaf:

B U D G E T	Residential Care Placements		Nursing Care Placements (FNC)			Nursing Placement (CHC)	Self funded Placements			
							Res Care Placement		Nursing Care Placements	
F U N D	Res RCTCBC	Res MTCBC	Nursing FNC RCTCBC	Nursing FNC MTCBC	Nursing FNC CTUHB	Nursing Care CHC Cwm Taf UHB	Res RCT CBC	Res MT CBC	N/C (RCT CBC)	N/C MT CBC

Lead Commissioners

	RCTC BC	MTCBC	RCTC BC	MT CBC	CTUH B	CTUH B	Not Applicable
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4. PRINCIPLES OF THE CARE HOME ACCOMMODATION POOLED FUND STRUCTURE

- 4.1 Movement of resources between funds can only be made with formal endorsement of all 3 partners (not applicable for self funding placements)
- 4.2 Under spends within specific fund areas can be released at any point by the lead commissioning partner (not applicable for self funding placements)
- 4.3 Overspends within specific fund areas must be fully funded at year end by the lead commissioning partner (not applicable for self funding placements)
- 4.4 Host partner delegates responsibility for commissioning, contract monitoring and payment of invoices to lead commissioning partner (not applicable for self funding placements)

4.5 Fund access arrangements will be authorised by the established Panel arrangements within RCT, Merthyr Tydfil and the UHB

5. ACCOUNTING FLOW CHART FOR THE CARE HOME ACCOMMODATION POOLED FUND

Lead commissioners identify anticipated future year spend for placement commissioned from 'in-scope' provision to establish annual pooled budget allocations
Lead commissioners transfers cash to host organisation (quarterly in advance) for placement commissioned from 'in-scope' provision to establish annual pooled budget allocations
Host organisation banks cash received from partners to establish a pooled budget within its accounts for the region based on submissions from Lead Commissioners
Lead commissioners, continue to undertake approval of new placements, commissioning of new placements, contract monitoring arrangements and payment of invoices for care services commissioned
Lead commissioners recovers costs incurred (from the host) on a quarterly basis. Lead commissioner to provide details of actual costs incurred (as per agreed financial data set) each quarter along with anticipated commitments for-the year
Lead commissioners submits (to the Host) details of commissioning activity data (TBD) in respect of number of placements at the end of each quarter
Host organisation collates and co-ordinates a quarterly statement of costs associated with the pooled fund along with quarterly report in respect of commissioning activity data.
Host organisation collates and co-ordinates a year end statement of costs associated with the pooled fund along with annual report in respect of commissioning activity data.
Host organisation will recover any overspend or release any under spend to Lead Commissioners at the end of the financial year, unless agreement from all partners to utilise / transfer funds from other areas of the pooled budget or to retain any credit balance for use as agreed by partners in future years

6. COMMISSIONING INTENTIONS

6.1 In the context of the Joint Commissioning Statement for Older People's Services published in 2016 the CWM TAF CARE HOME ACCOMADATION POOLED FUND will support the Partnership achieve its commissioning intentions with regard to Care Home Services across the Cwm Taf Region as set out in the MPS published in 2017

6.2 The Key Messages of the MPS

6.2.1 Capacity

- We expect to commission significantly fewer residential care home placements over the next 15 years.
- We anticipate that developments in community based healthcare services will result in fewer people requiring nursing home care.
- Initially, and until Extra Care models are fully developed, we want to consolidate through our commissioning arrangements, more consistent provision of high quality dementia care and nursing care in care homes.
- We would like to work with providers to develop flexible models of short term care in care homes to support, for example:
 - Discharge from hospital
 - Assessment
 - Appropriate reablement interventions
- We currently experience shortages in the provision of local, accessible care home placements in the following categories:
 - Younger adults with complex disabilities including brain injuries
 - Adults with a learning disability (especially older people)
 - People under the age of 65 with dementia.
- We want to strengthen or provision of reliable and accessible respite care in care homes. We will consider issuing block contracts for these. (However this will always be predicated in quality and service delivery.)

- Generally we want to make sure we make best use of capacity that is available.

6.2.2 Business development and Support

- We will work with existing providers who wish to adapt their business to meet our future commissioning needs.
- Our Councils' business support services will be available to service providers who wish to plan for changes in their business to support those businesses to identify the advice, assistance and development support they need and how to access it.
- We will work closely with any provider who wishes to close a care home and plan to ensure continuity of care for all residents.
- We expect to engage as early as possible with providers seeking to develop new capacity to ensure that it meets local need.

6.2.3 Quality

- We will develop our approach to quality of care and environment in care homes to focus much more clearly on outcomes for individuals and quality of life.
- Based on this, we will expect care home providers to work with us to evolve and demonstrate that people in our area can live fulfilled lives in high quality care homes.
- We will work with care home providers to co-produce new quality frameworks and toolkits to support this approach.
- We will offer training and support in the use of these.
- Once new quality frameworks are in place, we will only contract with care homes that are committed to, and can deliver this level of quality of life for its residents.

6.2.4 Workforce Development

- Our Social Care Workforce Development Plan will continue to be the means by which we ensure a high quality social care workforce.
- It will be a contractual requirement that care home providers comply with all specified training.

- We will develop training in leadership and management for care home managers.
- We will work with providers to develop new collaborative approaches to recruitment especially with regard to registered nurses.
- We will collaborate with providers to raise the profile of careers in care homes and to develop the labour market.

6.2.5 Fees

- In the context of our commissioning intentions described above, we will work with service providers towards a sustainable and high quality range of service provision.
- We will continue to work and negotiate care home fees with service providers with due regard to an agreed model of costs for care.

6.2.6 Partnership

- We will develop a regional care home provider forum.
- We will co-produce the Terms of Reference for this forum with service provider representatives.
- We will regard this forum as the vehicle for ensuring a collaborative approach to the strategic requirements described above.
- Together with service providers we will publish an annual work plan for the provider forum.
- We will work with providers to build trust, confidence and transparency.
- We will expect from providers a commitment to attend provider forum meetings.

SCHEDULE 5

INFORMATION SHARING FRAMEWORK

1. This information sharing framework has been agreed between the Parties and the CWM TAF CARE HOME ACCOMMODATION POOLED FUND
2. Each Party acknowledges that its designated Senior Information Risk Officer has an overall and ongoing responsibility for the delivery and implementation of this information sharing framework.
3. Each Party acknowledges it has signed up to the 'Wales Accord on the Sharing of Personal Information (WASPI)' and thereby has agreed to a common set of corporate principles and standards under which they will share information, any regular flow of information sharing will form part of a formal Information Sharing Protocol ('ISP') which will be developed in line with the WASPI ISP guidance.
4. The ISP will define the process for which information will be exchanged, monitored and managed and will essentially document the 'who, why, where, when, what and how' of sharing personal information, which will include:
 - 4.1 Specific purpose(s) for information sharing;
 - 4.2 Group(s) of service users it impacts upon;
 - 4.3 Relevant legislative powers and the consent processes involved;
 - 4.4 Data which is to be shared;
 - 4.5 Use unique identifiers to ensure all partner organisations are referring to the same service user;
 - 4.6 Required operational procedures and the process for review;
 - 4.7 Means of communication to practitioners the specific operational requirements;

4.8 Only the **minimum necessary** personal information consistent with the purposes set out in the ISP will be shared.

4.9 Each ISP will be kept under review to ensure that it complies with all relevant legislation including but not limited to any data protection legislation.

5. **ISP Facilitators**

5.1 Members of the CWM TAF CARE HOME ACCOMMODATION POOLED FUND Information Management Working Group, consisting of representatives from Merthyr Tydfil, RCT and the Cwm Taf UHB (as identified below), will facilitate the coordination and completion of any ISP.

5.2. The working group will act as facilitators providing local managers with advice and guidance regarding the development of ISP's, including general information governance advice in addition to specific legislation which can be relied upon to enable lawful information sharing.

6. **CWM TAF CARE HOME ACCOMMODATION POOLED FUND Information Management Working Group Representatives**

Organisation	Responsible Officer
Merthyr Tydfil County Borough Council	Corporate Information Security Officer'
Rhondda Cynon Taf County Borough Council	Information Management/Governance Officer
Cwm Taf University Health Board	Information Management/Governance Officer

7. All Parties' Staff who work directly with service users in order to carry out the functions described in any ISP are bound by the terms of this Schedule.

8. The term 'staff' in this context encompasses paid workers, volunteers, students and other temporary workers approved by the employing / hosting organisation, whose duties include those relating to the functions outlined in any ISP.

9. The Parties will ensure that all current and newly-appointed CWM TAF CARE HOME ACCOMMODATION POOLED FUND Staff receives appropriate training in the application of any ISP and the requirements of the WASPI framework.

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