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**NORTH WALES** SOCIAL CARE AND WELL-BEING  
SERVICES IMPROVEMENT COLLABORATIVE

**2017**

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**INTEGRATION AGREEMENT**  
made under Part 9 of the  
**SOCIAL SERVICES AND WELLBEING ACT (WALES) 2014**

between

**BETSI CADWALADR UNIVERSITY HEALTH BOARD**

**CONWY COUNTY BOROUGH COUNCIL**

**DENBIGHSHIRE COUNTY COUNCIL**

**FLINTSHIRE COUNTY COUNCIL**

**GWYNEDD COUNCIL**

**ISLE OF ANGLESEY COUNTY COUNCIL**

**WREXHAM COUNTY BOROUGH COUNCIL**

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**THIS AGREEMENT** is dated

2017

**PARTIES**

- (1) Betsi Cadwaladr University Health Board ( **BCUHB** )
- (2) Conwy County Borough Council ( **CCBC** )
- (3) Denbighshire County Council ( **DCC** )
- (4) Flintshire County Council ( **FCC** )
- (5) Gwynedd Council of ( **GC** )
- (6) Isle of Anglesey County Council ( **IOACC** )
- (7) Wrexham County Borough Council ( **WCBC** )

Hereinafter referred to as the 'Parties' or singularly a 'Party'

**1. BACKGROUND**

- 1.1 The Parties have agreed to work together on the projects detailed in Annex A (**Projects**).
- 1.2 The Parties wish to record the basis on which they will collaborate with each other on the Projects. This Agreement sets out:
  - (a) the key objectives of the Projects ;
  - (b) the principles of collaboration;
  - (c) the governance structures the Parties will put in place; and
  - (d) the respective roles and responsibilities the Parties will have during the Projects.

**2. KEY OBJECTIVES OF THE PROJECTS**

- 2.1 The Parties shall undertake the Projects to achieve the key objectives set out in Annex A (**Key Objectives**); in particular, to identify opportunities for integrated services, that may also lend themselves to a formalised pooled fund arrangement.
- 2.2 The Parties agree that conditional upon entering into any pooled fund agreement that the arrangements are:
  - 2.2.1 Likely to lead to an improvement in the way in which those functions are exercised (taking into account value for money considerations); and

- 2.2.2 The partners have consulted jointly those persons who may be affected by the arrangements; and
- 2.2.3 the partnership arrangements fulfil the objectives set out in any Annual Operation Plan and any Health Improvement Plan of the Local Health Board in whose area the arrangements are to operate.
- 2.3 The Projects that will require the Parties to sign up to a formalised partnership (with one or more partnership arrangement in place) with a lead commissioner and pooled fund manager are (1) Care Home Accommodation Functions and (2) Family Support Functions.
- 2.4 The Parties acknowledge that the list of Projects in Annex A are as directed by Part 9 Social Services and Well Being (Wales) Act 2014, (the 'Act'), but that there is an obligation on the Parties to identify other services that could also be suitable for pooled or non pooled collaborative delivery of functions, which may meet the 5 Principles that have been developed by the North Wales Regional Partnership Board (the 'Regional Partnership Board').
- 2.5 The Parties acknowledge that there may be circumstances where a step change approach may be appropriate in some areas, such as contributions to a 'Lead' fund until the time is right for a fully pooled fund.
- 2.6 The Parties acknowledge there are existing formalised shared arrangements in place and the contributions already made (financial and otherwise) are as detailed in Annex B.
- 2.7 The Parties agree that they will carry out a detailed and tested options appraisal as to the most appropriate form of service integration in respect of the Projects in Annex A that are identified as such.
- 2.8 The Parties agree that they will carry out a joint (or multi party) consultation exercise in accordance with Part 9 of the Act, with those persons who appear to be affected by the Projects as and when each Project is initiated.
- 2.9 The Parties acknowledge that the programme of Projects and the integration services are consistent with the Regional Partnership Board's objectives and those of the Parties to this Agreement.
- 2.10 The Parties acknowledge that each will retain statutory responsibility for their functions carried out under any pooled arrangements and that therefore the pooled fund partnership agreement or such other agreement that is developed is an important document that will cover accountability, decision making and financial management in order to satisfy all Parties.

- 2.11 The integration direction will in time be influenced by the development of Joint Area Plans which are required to be developed under the Act with the direction of integration reflecting the fluidity of knowledge the Parties will gather.

### 3. PRINCIPLES OF COLLABORATION

- 3.1 The Parties affirm the 5 principles as developed by the Regional Partnership Board on the 10<sup>th</sup> November 2016 for the delivery of sustainable and improved health and wellbeing for all people in North Wales. This means:

- 1) Whole system change and reinvestment of resources to a preventative model that promotes good health and well-being and draws effectively on evidence of what works best
- 2) Care is delivered in joined up ways centred around the needs, preferences and social assets of people (service users, carers and communities)
- 3) People are enabled to use their confidence and skills to live independently, supported by a range of high quality, community based options
- 4) Embedding co-production in decision making so that citizens and their communities shape services
- 5) Recognise the broad range of factors that influence health and wellbeing and the importance of the links to these areas (including education, housing, welfare, reduced homelessness, economic growth, regeneration, leisure and the environment)

- 3.2 In order to underpin these principles and achieve the Key Objectives the Parties agree to adopt the following important key behaviours :

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Projects;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

- (e) learn lessons. Carry out a lessons learned exercise at the end of each Project, report the findings to the Regional Partnership Board and apply the learning to the next Project.
- (f) adopt a positive outlook. Behave in a positive, proactive manner;
- (g) adhere to statutory requirements and best practice. Comply with the obligations laid down in Part 9 of the Act mandated upon the Parties and any other applicable laws and standards including EU and/or domestic procurement rules, data protection and freedom of information legislation. In particular the Parties agree to comply with the requirements of any Information Sharing obligations the Parties have signed up to in accordance with the WASPI Information Sharing Framework and as set out in the Partnership Arrangement (Wales) Regulations 2015; and in line with Welsh Government guidance and practice notes in relation to Welsh Government Procurement and Commissioning policy, whilst commissioning or procuring services to support delivery of any integrated services.
- (h) act in a timely manner. Recognise the time-critical nature of the Projects and respond accordingly to requests for support;
- (i) work with stakeholders and co-producers ; notably service users and staff.
- (j) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement ; and
- (k) act in good faith to support achievement of the Key Objectives and compliance with the 5 Principles set out in clause 3.1

#### **4. PROJECT GOVERNANCE**

##### **4.1 Overview**

The governance structure defined below provides a structure for the development of the Projects.

##### **4.2 Guiding principles**

The following guiding principles are agreed. The Project's governance will:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making authority with the criticality of the decisions required;

- (d) be aligned with Project scope and each Project stage, (and may therefore require changes over time);
- (e) leverage existing organisational, group and user interfaces;
- (f) provide coherent, timely and efficient decision-making; and
- (g) correspond with key objectives.

#### 4.3 **Regional Partnership Board (Board)**

- (a) The Board has been established under s.168 of the Act and provides overall strategic oversight and direction to the Projects and plays a vital role in the direction and oversight of any partnership arrangements that are developed, together with ensuring that the governance and accountability is sufficiently in place. This Board consists of the members listed at Annex C.
- (b) The Board is managed in accordance with the terms of reference at Annex C. The Board is required to report to the Welsh Government on progress in the priority areas that are set out in Part 9 of the Act.
- (c) The Parties agree that the Board is central to the success and effectiveness of any integrated services that are developed, as is identified in the governance overview chart at Annex C.
- (d) The Board shall approve any written agreements giving effect to integrated services and any delegation of functions that are required, before such written agreements are submitted to the respective Parties to this Agreement, for approval, formal adoption and delegation of powers, to a receiving Host or Lead Authority.

#### 4.4 **Pooled budgets regional project team**

- (a) The pooled budgets regional project team will provide strategic management at Project and work stream level. It will provide assurance to the Regional Partnership Board that the Key Objectives are being met and that the Projects are developing within the boundaries set by the Regional Partnership Board.
- (b) This team consists of representatives from each of the Parties. The team shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it should draw technical, commercial, financial, legal and communications resources as appropriate into this team. The team shall meet monthly.
- (c) Parties should consider how best to utilise any funding streams available to secure the appropriate resources to support the region in delivering the Projects identified.



#### 4.5 Reporting

Project reporting shall be undertaken at four levels:

- (a) **Pooled Budgets Regional Project Team:** Minutes and actions will be recorded for each Team meeting. Any additional reporting requirement shall be at the discretion of the Team.
- (b) **Regional Partnership Board:** Reporting shall be quarterly from the team set out in clause 4.4 above, to this Board. The Board shall receive reports on progress; issues being managed; issues requiring help (that is, escalations to the Regional Partnership Board or the Regional Leadership Board) and progress planned for the next period.
- (c) **Organisational:** the Pooled Budgets Regional Project Team members shall be responsible for drafting reports into their respective sponsoring or home organisation as required for review or approval of integrated services, in accordance with their own internal processes. Such reports will be ordinarily be in a standardised format with the communication agreed by the Pooled Budgets Project Team.
- (d) **Regional Leadership Board:** reporting to this Board (whose membership consists of cross-sector Chief Executive Officers/Leaders) will be as requested by the North Wales Regional Leadership Board or where the Regional Partnership Board considered appropriate.

#### 5. ROLES AND RESPONSIBILITIES

- 5.1 The Parties identified below shall undertake the following roles and responsibilities in order to guide and support progress, with individual authorities/officers working with this core team in order to reach project completion:

Activity	Lead Responsible Party/s	Assured by
Integrated Services Project Management (regional)	NW SCW-BSC (North Wales Social Care and Well-Being Services Collaborative)	Pooled Budgets Regional Project Team.
Local Projects	Regional Collaboration Team	Local Project Managers on a case by case basis

Financial/Pooled budget parameters and related advice	Conwy County Borough Council & Denbighshire County Council s.151 Officers and Betsi Cadwaladr University Health Board Chief Finance Officer	Any Party affected by any Integration projects.
Procurement support	Local Procurement Unit	Any Party affected by the Integration projects.
Communications	Denbighshire County Council (BJE)	Comms team of the affected Parties
Legal Support	Denbighshire County Council	Pooled Budgets Regional Project Team.
HR relations	Betsi Cadwaladr University Health Board HR specialist	Pooled Budgets Regional Project Team and Any Party affected by the HR proposals.
Service User Consultation and Engagement	Nominated Representatives selected from the Regional Partnership Board including Service User, Carer, third sector and citizen panel representatives.	Regional Partnership Board

5.2 For the purpose of the table above:

- (a) **Lead:** the party that has principal responsibility for undertaking the particular task stated, with approval being given by the Pooled Budgets Regional Project Team. The Lead must act in compliance with the Objectives and Principles as set out in clause 3.1 at all times, and consult with any agreed Lead Authority affected in advance, if they are identified as having a role to Assure the relevant activity;

- (b) **Assure:** the party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles as set out in clause 3.1

5.3 Once the integration model for a particular Project has been agreed, the party with the lead role for any aspect of a particular Project shall develop a delivery plan for that part of the Project which shall identify the following:

- (a) the key milestones for the delivery of the Key Objectives;
- (b) what employees (other than employees identified in this Agreement) will be required to work on the Project;
- (c) whether any staff will need to be seconded from one party to another;
- (d) what staff will require access to the premises of another Party;
- (e) the HR activities required to communicate key messages to staff affected

Each delivery plan must be approved by the Parties and the Regional Partnership Board prior to being implemented.

## 6. ESCALATION

6.1 If any Party has any issues, concerns or complaints about the Project, or any matter in this Agreement, that Party shall notify the other parties and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Regional Pooled Budgets Team, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Team within 60 calendar days the matter may be escalated to the Regional Partnership Board for resolution.

6.2 If any Party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to a Project, the matter shall be promptly referred to the Integrated Services Project Manager to enable consultation to be co-ordinated before any response is issued.

## 7. INTELLECTUAL PROPERTY

7.1 The Parties intend that [notwithstanding any secondment] any intellectual property rights created in the course of the Project shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of

all parties in the party that is lead party noted in clause 5 above for the part of the project that the intellectual property right relates to).

- 7.2 Where any intellectual property right vests in any Party in accordance with the intention set out in clause 7.1 above, that party shall grant an irrevocable licence to the other parties to use that intellectual property for the purposes of the Project.

## **8. TERM AND TERMINATION**

- 8.1 This Agreement shall commence on the date of signature by all parties, and shall expire on a date to be agreed by the Parties.

- 8.2 All parties may terminate this Agreement by giving at least six months' notice in writing to all Parties. Termination of any arrangement developed as proposed in Annex A will be in accordance with the terms of that arrangement that is agreed between two or more Parties at the time.

- 8.3 Such notice to terminate shall be reported to the next Regional Partnership Board meeting.

## **9. VARIATION**

This Agreement, including the Annexes, may only be varied by written agreement of the Parties.

## **10. CHARGES AND LIABILITIES**

- 10.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

- 10.2 All Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and no party intends that the other parties shall be liable for any loss it suffers as a result of this Agreement.

- 10.3 All Parties shall remain liable for any claims or challenges made directly against them and any lead responsible party will not be liable for any losses. Each organisation is responsible for assurance of any project they become a signatory to, in accordance with their own internal decision making, governance and oversight rules.

## **11. STATUS**

- 11.1 This Agreement is intended to be legally binding, and such legal obligations or legal rights that may arise between the parties from this Agreement will emanate from the

integration that the Parties shall progress in accordance with the spirit and intention of Part 9 of the Social Services and Wellbeing (Wales) Act 2014, any s.33 National Health Service (Wales) 2006 agreements or any other collaborative or integrated services that are developed.

11.2 The Parties enter into this Agreement fully intending to honour their legal obligations subject always to each Party’s obligation of acting in the best interests of their home authority and in compliance with their fiduciary duties.

11.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership under the Partnership Act 1890 or commercial joint venture between the Parties, constitute other Parties as the agent of the other Parties, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Parties.

**12. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with Welsh and English law and, without affecting the escalation procedure set out in clause 6, each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of :

Betsi Cadwaladr University Health Board

Signature: .....

Name: .....

Position: .....

Date: .....

Signed for and on behalf of :

Conwy County Borough Council

Signature: .....

Name: .....

Position: .....

Date: .....

Signed for and on behalf of:  
Denbighshire County Council

Signature: .....  
Name: .....  
Position: .....  
Date: .....

Signed for and on behalf of :  
Flintshire County Council

Signature: .....  
Name: .....  
Position: .....  
Date: .....

Signed for and on behalf of:  
Gwynedd Council

Signature: .....  
Name: .....  
Position: .....  
Date: .....

Signed for and on behalf of:  
Isle of Anglesey County Council

Signature: .....  
Name: .....  
Position: .....  
Date: .....

Signed for and on behalf of:  
Wrexham County Borough Council

Signature: .....  
Name: .....  
Position: .....  
Date: .....

### Annex A. The Projects

<b>Project</b>	<b>Key Objectives and Dates *</b>	<b>Pooled Fund?</b>	<b>Parties</b>
Integrated Family Support Services	By 6 April 2018	Yes	To be agreed
Care Home Accommodation Commissioning (residential and nursing home)	By 6 April 2018	Yes	To be agreed
Children with complex needs due to disability or illness	To be developed	Options appraisal required on form of integration	To be agreed
Learning Disabilities	To be developed	Options appraisal required on form of integration	To be agreed
Carers	To be developed	Options appraisal required on form of integration	To be agreed
Integrated Care Fund (ICF) Governance and Written Agreement	<p>Stat Guidance stipulates that the written agreement must apply from the 1<sup>st</sup> April 2017. Written agreement to be signed off by the Regional Partnership Board Chair and HB CEO on behalf of the Parties.</p> <p>Objectives are that the agreement should set out the governance requirements and reporting arrangements in order for the ICF to</p>	<p>Not a 'true' s.33 Pooled Fund under the Health Act, but fund will be held by one partner on behalf of all.</p> <p>Robust governance arrangements are key together with a Revenue and Investment Plan.</p>	All NW Councils and BCUHB



	be a mechanism to support the delivery of the Act.		
Older People services	To be developed	Options appraisal required on form of integration	To be agreed

**ANNEX B - LIST OF EXISTING (NORTH WALES) S.33 NATIONAL HEALTH SERVICE (WALES) ACT 2006 AGREEMENTS (this may not be an exhaustive list)**

**ANNEX C****REGIONAL PARTNERSHIP BOARD TERMS OF REFERENCE and  
POOLED BUDGETS GOVERNANCE OVERVIEW (chart attached)**

CYDWEITHREDFA GWELLA GWASANAETHAU  
GOFAL A LLESIANT GOGLEDD CYMRU  
NORTH WALES SOCIAL CARE AND WELL-BEING  
SERVICES IMPROVEMENT COLLABORATIVE

### **North Wales Regional Partnership Board Terms of Reference**

**Background and Context**

The Social Service and Well-Being (Wales) Act 2014 came into effect on 6<sup>th</sup> April 2016. Part 9 of the Act sets out specific responsibilities for partners in terms of partnership working and the forming of new governance arrangements.

The Act requires that Local Authorities and their Local Health Board establish a Regional Partnership Board to manage and develop service to secure strategic planning and partnership working between local authorities and Local Health Boards and to ensure effective services, care and support are in place to best meet the needs of the population. The objectives of the Regional Partnership Boards are to ensure the partnership bodies work effectively together.

**Key Requirements for the Regional Partnership Board**

- To respond to the population needs assessment carried out in accordance with section 14 of the Act
- To ensure that the partnership bodies provide sufficient resources for the partnership arrangements
- To promote the establishment of pooled budgets where appropriate
- To ensure that services and resources are used in the most effective and efficient way to improve outcomes for people in their region
- To ensure that information is shared and used effectively to improve the delivery of services, care and support, using technology and common systems to underpin this
- To ensure progress on integration of services for the following:
  - Older people with complex needs and long terms conditions, including dementia
  - People with learning disabilities
  - Carers, including young carers
  - Integrated Family Support Service and pooled budgets and resources

- Children with complex needs due to disability or illness
- To ensure that pooled funds are established and managed in relation to care home accommodation to take effect from 6<sup>th</sup> April 2018
- To ensure that the Regional Implementation plan is being delivered
- To report annual on the work and progress of the Board to Welsh Government on an annual basis
- To have oversight of regional grant funding and reports on their usage for example – Delivering Transformation Grant; Intermediate Care Fund; Primary and Community Grant; Carer’s grant.

### **Role of the Regional Partnership Board**

The crucial roles for the Regional Partnership Board will be to:

- Ensure that there is an agreed shared vision and a clear direction of travel for service development and integration of health, care and wellbeing
- Ensure that there are shared plans and strategies in place (supported by appropriate business cases) for delivering on the vision
- Ensure that the strategic plans are evaluated and reviewed against agreed and understood outcomes and performance indicators
- Lead a strategic approach to communicating and publicising the direction of travel and the progress made
- Ensure that the principles of the board are upheld
- Maintain an effective overview of the resources allocated by the CTSSWPB
- Report to the Regional Leadership Board on progress, key issues and exceptions. escalating any barriers to progress within the Regional Partnership Board for resolution
- Ensure that an annual report on progress is prepared and delivered as required to the Welsh Government.

### **Membership**

Membership of the Regional Partnership Board must include the following:

- At least one elected member of a local authority which established the regional partnership board
- At least one member of a Local Health Board which established the regional partnership board
- The person appointed as director of social services under section 144 of the Act in respect of each local authority which established the regional partnership board, or his or her nominated representative
- A representative of the Local Health Board which established the regional partnership board
- Two persons who represent the interests of third sector organisations in the area covered by the regional partnership board

- At least one person who represents the interests of care providers in the area covered by the regional partnership board
- One person to represent people with needs for care and support in the area covered by the regional partnership board
- One person to represent carers in the area covered by the regional partnership board

The Regional Partnership Board may co-opt other persons to be members of the board as appropriate. The regulations refer to the minimum membership of the boards but the number of representatives and range of people involved is a matter for local determination.

### **Chairing Arrangements**

Members of the Regional Partnership Board will elect a Chair from within its membership whether this member is required or co-opted.

Members of the Regional Partnership Board will elect a Vice Chair from within its membership whether this member is required or co-opted.

The Chair and Vice Chair cannot represent the same organisation. The Chair and Vice Chair will rotate across the sectors.

The Chair's term will be 1 year and the Vice Chair will then become the Chair; the members will then elect a new Vice Chair.

### **Business Support for the Board**

The Business support and secretariat for the Regional Partnership Board will be provided by the Regional Collaboration Team. The Head of Regional Collaboration will have a seat on the Regional Partnership Board.

### **Frequency of Meeting**

Meetings will be held at least quarterly and dates will be agreed at the beginning of each year.

### **Quorum**

The meeting will be quorate when half the core members are present i.e.

- 3 Directors of Social Services or his or her nominated representative
- 1 Health Board representative
- 3 Elected members
- 1 person who represents the interests of third sector organisations (this does not include co-opted members).

### **Communication**

Agenda and papers for the Regional Partnership Board will be available in Welsh and English. Meetings will be conducted in Welsh and English through the use of a Welsh Language translator. Members of the Board will participate in their own language choice. Other forms of communication will be available as required for members.

## Board papers

Papers will be circulated a week before the meetings are scheduled. Papers are public documents and can be shared wider.



CYDWEITHREDFA GWELLA GWASANAETHAU  
GOFAL A LLESANT **GOGLEDD CYMRU**  
**NORTH WALES SOCIAL CARE AND WELL-BEING**  
SERVICES IMPROVEMENT COLLABORATIVE

### RPB Membership

Name	Title
Cllr Aled Jones	Lead Member, Isle of Anglesey County Council
Awen Edwards	Director, Gwynedd Council
Cllr Bobby Feeley	Lead Member, Denbighshire County Council
Caroline Turner	Director, Isle of Anglesey County Council
Cllr Christine Jones	Lead Member, Flintshire County Council
Clare Field	Director, Wrexham County Borough Council
Cllr Sue Lloyd-Williams	Lead Member, Conwy County Borough Council
David Worrall	Third Sector Rep
Debbie Shaffer	Service User Rep
Jenny Williams	Director, Conwy County Borough Council
Cllr Joan Lowe	Lead Member, Wrexham County Borough Council
Lynda Colwell	Third Sector Rep
Margaret Hanson	BCUHB
Mary Wimbury	Provider Rep
Morag Olsen	Chief Operating Officer, BCUHB
Neil Ayling	Director, Flintshire County Council
Nicola Stubbins	Director, Denbighshire County Council
Richard Weigh	Chief Finance Officer (section 151) (Co-opted)
Vin West	Carer Rep
Wendy Jones	Third Sector Rep
Cllr William Gareth Roberts (Chair)	Lead Member, Gwynedd Council

**[Insert governance overview chart ]**