



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

DATED

2019

Conwy County Borough COUNCIL

and

Denbighshire County COUNCIL

and

Flintshire County COUNCIL

and

Gwynedd COUNCIL

and

Ynys Mon County COUNCIL

and

Wrexham County Borough COUNCIL

and

Betsi Cadwaladr University HEALTH BOARD

**PARTNERSHIP AGREEMENT REGULATING THE POOLING OF FUNDS
FOR CARE HOME ACCOMMODATION FUNCTIONS FOR OLDER PEOPLE**

**As Directed Under Section 169 of the Social Services and Wellbeing (Wales) Act 2014 and related
Part 9 Statutory Guidance (Partnership Arrangements)**

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SCHEDULE 1: PAYMENTS TO AND FROM THE POOLED FUND

THIS AGREEMENT is dated

day of

2019

PARTIES

- 2.1 CONWY COUNTY BOROUGH COUNCIL of Bodlondeb, Conwy, LL32 8DU (“CCBC”)
- 2.2 DENBIGHSHIRE COUNTY COUNCIL of County Hall, Wynnstay Road, Ruthin, Denbighshire, LL15 1YN (“DCC”)
- 2.3 FLINTSHIRE COUNTY COUNCIL of County Hall, Mold, Flintshire, CH7 6NB (“FCC”)
- 2.4 GWYNEDD COUNCIL of Council Offices, Shirehall Street, Caernarfon, Gwynedd, LL55 1SH (“GC”)
- 2.5 ISLE OF ANGLESEY COUNTY COUNCIL of Council Offices, Llangefni, Anglesey, LL77 7TW (“IOACC”)
- 2.6 WREXHAM COUNTY BOROUGH COUNCIL of the Guildhall, Wrexham, LL11 1AY (“WCBC”)
- 2.7 BETSI CADWALADR UNIVERSITY HEALTH BOARD of Ysbyty Gwynedd, Penrhosgarnedd, Bangor, Gwynedd, LL57 2PW (“the Health Board”)

BACKGROUND

- (A) By way of background the North Wales Regional Partnership Board (“the Regional Partnership Board”) comprising of CCBC, DCC, FCC, GC, IOACC, WCBC and the Health Board was established pursuant to statutory regulations made under Sections 166-169 of the Social Services and Well-being (Wales) Act 2014 (“the SSWB Act”). These constitute the ‘Partnership Bodies’ as defined in Regulation 1 of Partnership Arrangements (Wales) Regulations 2015 (as amended) (“the Partnership Regulations”) made under the SSWB Act and they are also the Parties to this Agreement.
- (B) Pursuant to Regulation 10(c) of the Partnership Regulations the Regional Partnership Board has as one of its objectives the need to ‘promote the establishment of pooled funds where appropriate’. Pursuant to Regulation 19(1)(a), the Partnership Bodies are under a statutory requirement to establish and maintain a pooled fund in relation to the exercise of their care home accommodation functions. This statutory requirement came into force on 6 April 2018.
- (C) Accordingly, in furtherance of its obligations under Regulation 19(1)(a) of the Partnership Regulations, the Partners wish to establish a pooled fund as detailed in this Agreement. For the purposes of this Agreement, DCC has agreed to act as the Host Authority on behalf of itself, CCBC, FCC, GC, IOACC, WCBC and the Health Board.
- (D) The Partners are committed to better integration of services, as enshrined in their umbrella Integration Agreement which includes the development of a pooled fund for care home commissioning and accommodation (residential and nursing) as one of the identified projects, and wish to enter into the arrangements under this Agreement.

(E) This Agreement is made under the powers conferred below and all other enabling powers now vested in the Partners:-

Section 162 of the SSWB Act provides that a local authority must make arrangements to promote cooperation between the local authority and the authority's relevant partners, such arrangements to be made with a view to improving the well-being of adults with needs for care and support and their carers.

Sections 166-169 of the SSWB Act makes provision for partnership arrangements between local authorities and Local Health Boards.

Regulation 19(1) of the Partnership Arrangements (Wales) Regulations 2015 (as amended) – requires the Regional Partnership Board to establish and maintain pooled funds in relation to the exercise of their care home accommodation functions.

Regulation 19(2) of the said regulations defines “care home accommodation functions” and it includes:-

- (a) where it has been decided to meet the adult's needs by providing or arranging to provide accommodation in a care home under sections 35 and 36 of the SSWB Act;
- (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 ('NHS continuing healthcare'), or
 - (ii) the adult's needs can only be met by the local authority arranging for the provision of accommodation, together with nursing care ('Funded Nursing Care').

Section 2 of the Local Government Act 2000 contains powers to do anything which it considers is likely to achieve one or more of the following benefits: the promotion or improvement of the economic, social or environmental wellbeing of the area.

Section 111 of the Local Government Act 1972 provides for a local authority to have the power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of their functions.

Section 1 Local Authority (Goods and Services) Act 1970 contains the power to enter into an agreement for all or any of the following purposes, namely, supply by a local authority of goods and materials, administrative, professional or technical services, use of vehicles, plant or apparatus or works of maintenance in connection with land or buildings.

(F) Each of the Partners retain their statutory responsibilities in relation to their care home accommodation functions.

(G) Each of the Partners has secured the necessary authorisation to enter into this Agreement in accordance with their own individual, internal governance arrangements.

AGREED TERMS

1. DEFINITION AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings

“Agreement” means this Agreement and the attached Schedule

“Care Home Accommodation Functions” means the functions set out under Regulation 19(2) of the Partnership Arrangements (Wales) Regulations 2015 insofar as they relate to adults aged 65 or over unless varied otherwise under this Agreement.

“Commencement Date” means the date of this Agreement

“Confidential Information” means any information, data or material of any nature which:

- a) has been designated as confidential by a Partner in writing; or
- b) the release of which is likely to prejudice the commercial interests of a Partner; or
- c) that ought to be considered as confidential (however it is conveyed or on whatever media it is stored)

including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of any of the Partners, all personal data and sensitive personal data within the meaning of the Data Protection Act 2018 (as may be amended from time to time), subject to the provisions set out in clause 12 (Confidentiality) and clause 10 (Freedom of Information).

“Councils” means CCBC, DCC, FCC, GC, IOAC and WCBC and their statutory successors

“Data Protection Legislation” means the Data Protection Act 2018 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

“Dispute Resolution Procedure” means the procedure set out in clause 17

“EIR” means the Environmental Information Regulations 2004.

“Financial Contributions” means the Quarterly payments made to the Pooled Fund by the Partners as defined further under clause 2 of Schedule 1

“Financial Year” means 1 April to 31 March

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation

“Health Board” means Betsi Cadwaladr University Health Board and its statutory successor

“Host Authority” shall mean Denbighshire County Council during the Initial Term, thereafter shall mean the Host Authority as determined in accordance with the provisions of clause 4.1.3

“Information” has the meaning given under Section 84 of FOIA

“Initial Term” means the period commencing on the Commencement Date and ending on the first anniversary of the Commencement Date subject to the right to extend

“Integration Agreement” means the agreement entered into by the Partners on 17 January 2018 setting out how they intend to implement the requirements of Part 9 Social Services and Well-being (Wales) Act 2014 and the Partnership Arrangements (Wales) Regulations 2015.

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory Body

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

“Partnership Arrangements” means the arrangements made between the Partners under this Agreement as detailed under Clause 4

“Partnership Bodies” include CCBC, DCC, FCC, GC, IOAC, WCBC and the Health Board and who are Parties to this Agreement

“Partnership Regulations” means the Partnership Arrangements (Wales) Regulations 2015, as amended

“Personal Data” means personal data as defined by the Data Protection Act 2018

“Pooled Fund” means the fund established by the Partners, and, within the parameters of this Agreement, administered by the Host Authority on behalf of the Partners, under which payments shall be made by the Partners and the Host Authority in accordance with the provisions of this Agreement

“Quarter” means one of the following periods in each Financial Year:-

- (a) 1 April to 30 June (“Quarter 1”);
- (b) 1 July to 30 September (“Quarter 2”);
- (c) 1 October to 31 December (“Quarter 3”); and
- (d) 1 January to 31 March (“Quarter 4”).

“Regional Partnership Board” or **“RPB”** means the North Wales Regional Partnership Board comprising of CCBC, DCC, FCC, GC, IOAC, WCBC and the Health Board established pursuant to Regulation 4 of the Partnership Regulations, the objectives of which for the purposes of this Agreement are set out in BACKGROUND (B) above

“Regulatory Body” means those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this arrangement under this Agreement.

“Services” means the care home accommodation services commissioned by a Partner in respect of the individual Partner’s Care Home Accommodation Functions

“Term” means the period of the Initial Term as may be varied by (i) any extensions to this Agreement that are agreed under Clause 3.1, or (ii) the earlier termination of this Agreement in accordance with its terms

- 1.2 Clause, Schedule and paragraph headings shall not effect the interpretation of this Agreement.
- 1.3 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 A reference to one gender includes a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes fax and email and including electronic transmission of information.
- 1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or to allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.10 References to clauses and Schedule are to the clauses and Schedule of this Agreement. References to paragraphs are to paragraphs of relevant schedule.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term to be reviewed before the first anniversary of the Commencement Date or as may otherwise be agreed in accordance with the terms of this Agreement.

3. EXTENDING THE INITIAL TERM

- 3.1 The Partners may agree unanimously to extend this Agreement for an agreed period or periods in twelve (12) monthly periods and on varied terms as they agree, beyond the Initial Term, subject to approval of the individual Partner’s internal approval processes.

- 3.2 The Partners acknowledge that the arrangements under this Agreement are developing and that it may be necessary to modify or replace this Agreement in order to reflect how the arrangements develop and to that end the Partners agree to work together in good faith.

4. PARTNERSHIP ARRANGEMENTS

- 4.1 The Partners have agreed that with effect from the Commencement Date they will operate the following arrangements:-
- 4.1.1 the establishment of a Pooled Fund (as detailed in this Agreement) to be administered by the Host Authority;
 - 4.1.2 Each Partner to retain statutory responsibility in relation to their respective Care Home Accommodation Functions. For the avoidance of any doubt, each Partner shall be responsible for all costs associated with its provision of the Services and/or individuals placed by the relevant Partner in accordance with its Care Home Accommodation Functions.
 - 4.1.3 Denbighshire County Council (“DCC”) shall act as the Host Authority during the Initial Term of this Agreement. Should the Agreement be extended in accordance with the provisions of clause 3.1 the Partners shall decide unanimously, prior to the expiry of the Initial Term and, where appropriate, any further extended 12 month periods, that either (i) DCC continues to act as Host Authority for the duration of the extended term concerned or (ii) which Partner shall act as the replacement Host Authority in respect of the extended term concerned.
 - 4.1.4 Nothing in this Agreement shall prejudice or affect the Partners in the exercise of their functions as public bodies or in any other capacity.
 - 4.1.5 Necessary Consents – each Partner hereby represents to the other Partners that it has obtained all necessary consents sufficient to ensure the responsibilities provided for by this Agreement.

5. PAYMENTS TO AND FROM THE POOLED FUND

- 5.1 The Partners and the Host Authority shall make payments to and from the Pooled Fund in accordance with the provisions in Schedule 1.

6. PARTNERSHIP MANAGEMENT GOVERNANCE

- 6.1 In accordance with its obligations under Regulation 10(c) of the Partnership Regulations, the RPB shall provide overall strategic oversight to the Partnership Arrangements under this Agreement.

7. MONITORING, REVIEW AND REPORTING

- 7.1 The Partners shall carry out a quarterly review of the Partnership Arrangements within thirty (30) days of the end of each Quarter.
- 7.2 The Section 151 Officer (or equivalent) of the Host Authority or his/her nominated representative shall provide (i) Quarterly reports to the RPB outlining the financial position of the Pooled Fund during the Financial Year concerned, and (ii) an annual outturn report in order to outline the financial position of the Pooled Fund once the financial accounts in relation to the Financial Year concerned are closed.

8. VARIATIONS

- 8.1 This Agreement may be varied by the Partners at any time in accordance with the Partners' internal decision-making processes subject to the express written agreement of each of the Partners.

9. EQUALITY DUTIES

- 9.1 The Partners, employees, or agents shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination whether in race, gender, religion, disability, sexual orientation or otherwise. The Partners shall take all reasonable steps to secure the observance of this clause by all employees, agents and all suppliers and sub-contractors employed in the execution of this Agreement.

10. FREEDOM OF INFORMATION

- 10.1 The Partners acknowledge that each is subject to the requirements of FOIA and the EIR, and shall assist and co-operate with one another to enable each Partner to comply with these information disclosure requirements, where necessary.

11. DATA PROTECTION AND INFORMATION SHARING

- 11.1 Each Partner shall comply with any notification requirements under Data Protection Legislation. All Partners shall duly observe all their obligations under Data Protection Legislation, which arise in connection with this Agreement.
- 11.2 The Partners shall share information with regards to activity and expenditure incurred in relation to their respective Care Home Accommodation Functions to improve the quality of care and facilitate integrated working in accordance with the Data Protection Legislation, The Human Rights Act 1998 and the common law duty of confidentiality and any other information sharing legislation, regulation or guidance. The Partners shall adhere to any Information Sharing Protocols that are developed in accordance with the WASPI Framework when sharing information under this Agreement.
- 11.3 Each Partner shall perform its obligations under the Data Protection Legislation and FOIA at its own cost.

12. CONFIDENTIALITY

- 12.1 The Partners agree to keep confidential all documents relating to or received from the other Partner under this Agreement that are labelled as confidential.
- 12.1.1 Where a Partner receives a request to disclose Information that the other Partner has designated as confidential, the receiving Partner shall consult with the other Partner before deciding whether the Information is subject to disclosure.
- 12.2 The provision of clauses 12.1 and 12.2 shall not apply to any confidential information received by one Partner from the other:-
- 12.2.1 which is or becomes public knowledge (otherwise than by breach of this clause); which was in the possession of the Partner, without restriction as to its disclosure, before receiving it from the disclosing Partner;
- 12.2.2 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- 12.2.3 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the disclosing Partner making the disclosure, including any requirements for disclosure including any requirements for disclosure under the FOIA or the EIR.

- 12.3 Nothing in this clause shall prevent the Host Authority disclosing any Confidential Information for the purpose of:
- (i) the examination and certification of any Partner financial contributions; or
 - (ii) any examination pursuant by a regulatory body.
 - (iii) to any person engaged in providing any services to the authority for any purpose relating to or ancillary to the Agreement;

Provided that in disclosing information under this sub-clause the Host Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.

13. AUDIT

- 13.1 The Host Authority shall arrange for the audit of the accounts of the Pooled Fund in accordance with its statutory audit requirements and any costs incurred by the Host Authority in connection with the same shall be borne equally by the Partners.
- 13.2 The financial arrangements under this Agreement will be subject to the normal annual auditing requirements of each Partner.
- 13.3 The Partners shall co-operate in the provision of Information, access to premises and staff, to ensure compliance with any statutory inspection requirements, or other monitoring or scrutiny functions. The Partners shall implement recommendations arising from these inspections, where appropriate.

14. INSURANCE

- 14.1 The Partners shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement. For the avoidance of doubt, this requirement shall not be necessary where a Partner has self insurance arrangements already in place.
- 14.2 Without prejudice to the generality of clause 14.1, the Host Authority shall effect and maintain appropriate professional indemnity and fidelity guarantee insurance in relation to the specific operation of the Pooled Fund.

15. INDEMNITIES

- 15.1 Each Partner (Indemnifying Partner) shall indemnify and keep indemnified the other Partners (indemnified Partner/s) against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to wilful negligence, wilful default or fraud of itself, the indemnifying Partners employees, or any of its representatives or sub-contractors, except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement, or applicable Law by the Indemnified Partner or its representatives.

16. LIABILITIES

- 16.1 Except as otherwise provided, the Partners shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.
- 16.2 Each Partner shall remain liable for any losses or liabilities incurred due to its own or its employee's actions.

17. DISPUTE RESOLUTION

- 17.1 In the event of a dispute between the Partners in connection with this Agreement, the matter shall be referred to the Director of Social Services for CCBC, DCC, FCC, GC, IOAC, WCBC and the Chief Operating Officer for the Health Board (or equivalent post holders) who shall use their best endeavours to resolve the dispute.
- 17.2 In the event that the dispute remains unresolved having followed the procedure in Clause 17.1 the matter shall be referred in writing by any Partner or Partners to the Chief Executives (or equivalent) of the Partners who shall endeavour to settle the dispute between them.
- 17.3 If the Chief Executives fail to resolve the dispute within twenty (20) working days of the dispute having been referred to them, the dispute shall be referred to mediation pursuant to the procedure set out in clause 17.5.
- 17.4 The performance of the Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Partners shall comply fully with the requirements of the Agreement at all times.

17.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- (i) A neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Partners, or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Partner to the other Partners or if the Mediator agreed upon is unable or unwilling to act, any of the Partners shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the other Partners that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (“CEDR”) to appoint a Mediator.
- (ii) The Partners shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Partners may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- (iii) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Partners in any future proceedings.
- (iv) If the Partners reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Partners once it is signed by their duly authorised representatives.
- (v) Failing agreement, any of the Partners may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of the Partners.
- (vi) If the Partners fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Partners, then any dispute or difference between them may be referred to the Courts.

18. TERMINATION

18.1 The Partners are required to operate a pooled fund pursuant to the statutory obligation set out under Regulation 19(1)(a) of Partnership Arrangements (Wales) Regulations 2015 (as amended).

18.2 Where a Partner (“the Defaulting Partner”):-

18.2.1 commits a material breach of any of its obligations under this Agreement and the same is not capable of remedy: or

commits a material breach of any of its obligations under this Agreement which is capable of remedy but has not been remedied within twenty eight (28) days of receipt of written notice from one or more of the non defaulting Partners and no alternative form of pooled fund is agreed between the Partners then one or more of the non defaulting Partners may terminate this Agreement by serving seven (7) days written notice.

18.3 If this Agreement is terminated by any of the non defaulting Partners pursuant to Clause 18.2 the costs occasioned to the non defaulting Partners shall be met by the Defaulting Partner and the Defaulting Partner shall indemnify the non defaulting Partners against any such losses or costs which the non defaulting Partners suffer as a result of such termination.

18.4 Any Partner (“the Terminating Partner) may terminate this Agreement at any time by giving at least three (3) months written notice to the other Partners insofar as it relates to the Terminating Partner if:-

- (i) As a result of any change in law or legislation it is unable to fulfil its obligations under this Agreement:
- (ii) The fulfilment of its obligations under this Agreement would be in contravention of any guidance issued by Welsh Government or the UK government after this Agreement comes into force; or
- (iii) The fulfilment of its obligations under this Agreement would be ultra vires; AND the Partners are unable to agree a modification or variation to this Agreement so as to enable the Terminating Partner to remedy any circumstances set out under 18.4 (a) to 18.4 (c). Any liability arising as a direct result of termination under this Clause 18.4 shall be apportioned equally between the Partners.

18.5 Should this Agreement be superseded by the Partners entering into a replacement agreement in relation to their statutory obligation referred to under clause 18.1 (as may be amended) and/or joint working arrangements in relation to their Care Home Accommodation Functions, this Agreement shall terminate upon the commencement date of the said replacement agreement.

18.6 The Partners acknowledge and agree that if a Partner/Partners are considering whether to exercise a right to terminate under this Agreement (and prior to exercising such a right), the Partners shall exhaust all reasonable avenues to rectify matters and /or to maintain the Pooled Fund, including a right for a non defaulting Partner to refer the matter to the Welsh Minister for consideration.

19. CONSEQUENCES OF TERMINATION

- 19.1 If the Agreement is terminated in accordance with clause 18 (Termination), save for Clause 10 (FOIA), Clause 12 (Confidentiality), Clause 16 (Liabilities), and Clause 19 (Consequences of Termination) the Partners shall be released from their respective obligations described in this Agreement, save to the extent that there are any sums due to be paid into the Pooled Fund or in the case of the Host Authority paid out of the Pooled Fund.

20. THIRD PARTY RIGHTS

- 20.1 No term of this Agreement is intended to confer a benefit on or to be enforceable by any person who is not a party to this Agreement.

21. NOTICES

- 21.1 Any notice or communication shall be in writing address to the Partner's Chief Executive Officer.
- 21.2 Any notice or communication sent by a Partner shall be deemed effectively served if sent by first class post or delivered by hand to the addressee and address set out below or such other addressee and address notified in writing from time to time by a Partner to the other Partners:-

Conwy County Borough Council, Bodlondeb, Conwy, LL32 8DU

Denbighshire County Council, County Hall, Wynnstay Road, Ruthin, Denbighshire, LL15 1YN

Flintshire County Council, County Hall, Mold, Flintshire, CH7 6NB

Gwynedd Council, Council Offices, Shirehall Street, Caernarfon, Gwynedd, LL55 1SH

Isle of Anglesey County Council, Council Offices, Llangefni, Anglesey, LL77 7TW

Wrexham County Borough Council, Guildhall, Wrexham, LL11 1AY (WCBC)

Betsi Cadwaladr University Health Board, Ysbyty Gwynedd, Penrhosgarnedd, Bangor, Gwynedd, LL57 2PW

- 21.3 Correctly addressed notices sent by first class mail shall be deemed to have been delivered forty eight (48) hours after posting.

22. ENTIRE AGREEMENT

- 22.1 This Agreement, the schedule and the documents annexed to it or otherwise referred to in it contain the whole Agreement between the Partners relating to the subject matter of it and supersede all prior agreements, arrangements and understandings between the Partners relating to that subject matter.
- 22.2 The Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

23. CHANGES IN LEGISLATION

- 23.1 The Partners shall review the operation of the Partnership Arrangements under this Agreement and all or any procedures or requirements of this Agreement on the coming into force of any relevant statutory or other legislation or guidance affecting the Partnership Arrangements to ensure that the Partnership Arrangements comply with such legislation or guidance.

24. GOVERNING LAW AND JURISDICTION

- 24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Law of England and Wales.

This Agreement has been executed as a deed and is delivered and takes effect on the date at the beginning of it.

The Common Seal of **CONWY COUNTY**)

BOROUGH COUNCIL was)

affixed in the presence of:-)

Authorised Signatory

The Common Seal of **DENBIGHSHIRE**)

COUNTY COUNCIL was)

affixed in the presence of:-)

Authorised Signatory

The Common Seal of **FLINTSHIRE**)

COUNTY COUNCIL was)

affixed in the presence of:-)

Authorised Signatory

The Common Seal of **GWYNEDD**)

COUNCIL was)
affixed in the presence of:-)

Authorised Signatory:

The Common Seal of **ISLE OF**)
ANGLESEY COUNTY COUNCIL was)
affixed in the presence of:-)

Authorised Signatory:

The Common Seal of **WREXHAM COUNTY**)
BOROUGH COUNCIL was affixed in the)
presence of :-)

Authorised Signatory:

Executed as a Deed by **BETSI CADWALADR**)
UNIVERSITY HEALTH BOARD)

Authorised Signatory:

SCHEDULE 1: PAYMENTS TO AND FROM THE POOLED FUND

1. In relation to the Pooled Fund, each Partner agrees to make Financial Contributions to the Host Authority Quarterly in arrears and the Host Authority agrees to reimburse each Partner the sum of their Financial Contributions Quarterly in arrears as set out in this Schedule 1.
2. In respect of each Quarter, each Partner's Financial Contribution shall be calculated by the individual Partner with reference to the actual costs the Partner has incurred in respect of the Services commissioned during the Quarter concerned, with the actual cost incurred meaning the net cost being the gross cost incurred in respect of the Services commissioned less any contributions received from clients or third parties.
3. In relation to Quarter 1, Quarter 2 and Quarter 3-
 - (i) each Partner shall calculate the sum of their Financial Contribution and advise the Host Authority of the same within seven (7) working days of the last day of the relevant Quarter;
 - (ii) ~~Subject to receipt of the relevant information referred to in clause 3.a), the Host Authority shall invoice each Partner to the value of their respective Financial Contributions within 15 Working Days of the last day of the relevant Quarter;~~
 - (iii) On or before the twentieth (20th) Working Day following the last day of the relevant Quarter the Partners shall make a payment to the Host Authority by way of cleared funds and to the value of the sum set out in the invoice referred to under 3.b) **as defined in a detailed schedule to be agreed by all partners.**
 - (iv) Provided always that the Host Authority:-
 - (a) is in receipt of a Partner's Financial Contribution by way of cleared funds;
 - (b) ~~is in receipt and agreement of an invoice submitted by the Partner within fifteen (15) Working Days of the last day of the relevant Quarter, such invoice reflecting the sum of the Financial Contribution referred to in clause 3 b)~~
 - (v) the Host Authority shall pay on or before the twentieth (20th) Working Day to the individual Partner that Partner's respective Financial Contributions.
4. In relation to Quarter 4 the following provisions shall apply:
 - (i) each Partner shall calculate the sum of their Financial Contribution and advise the Host Authority of the same within fifteen (15) Working Days of the last day of Quarter 4;
 - (ii) ~~Subject to receipt of the relevant information referred to in clause 4.a), the Host Authority shall invoice each Partner to the value of their respective Financial Contributions within twenty (20) Working Days of the last day of the Quarter 4;~~

- (iii) On or before the twenty fifth (25th) Working Day following the last day of Quarter 4 the Partners shall make a payment to the Host Authority by way of cleared funds and to the value of the sum set out in the invoice referred to under 4.b)
 - (iv) Provided always that the Host Authority:-
 - (a) is in receipt of a Partner's Financial Contribution by way of cleared funds;
 - (b) ~~is in receipt and agreement of an invoice submitted by the Partner within twenty (20) Working Days of the last day of Quarter 4, such invoice reflecting the sum of the Financial Contribution referred to in clause 4 b)~~
 - (v) the Host Authority shall pay on or before the twenty fifth (25th) Working Day to the individual Partner that Partner's respective Financial Contributions.
5. The Host Authority shall hold all transactions (that is, the financial payments paid into and out of the Pooled Fund) relating to the Pooled Fund as separate ring-fenced transactions to other transactions for the Host Authority.