

DATED

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(1) THE COUNCIL OF THE COUNTY BOROUGH OF BRIDGEND

and

(2) CWM TAF MORGANNWG UNIVERSITY HEALTH BOARD

AGREEMENT

SECTION 33 NATIONAL HEALTH SERVICE (WALES) ACT 2006

PARTNERSHIP AGREEMENT

IN RESPECT OF

INTERGRATED PROVISION

FROM

A POOLED FUND

FOR THE

ASSISTING RECOVERY IN THE COMMUNITY (ARC) SERVICE

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THIS AGREEMENT is made on the **BETWEEN THE COUNCIL OF THE COUNTY BOROUGH OF BRIDGEND** (“the Council”) situated at Civic Offices, Angel Street, Bridgend CF31 4WB of the one part and **CWM TAF MORGANNWG UNIVERSITY HEALTH BOARD** (“the Health Board”) situated at Unit 3 Ynysmeurig House, Navigation Park, Abercynon, Mountain Ash, CF45 4SN of the other part.

WHEREAS:

- A This Agreement is a pooled fund agreement for integrated service provision arrangement pursuant to Section 33 of the National Health Service (Wales) Act 2006 incorporating management of both:-
- a pooled fund; and
 - integrated provision of services through staff of the Council and staff of the Health Board where the Council is the host partner for the purposes of the Regulations.
- B The purpose of this Agreement is to facilitate the provision of the Service and the development thereof in the manner and locations specified in this Agreement and which Service is to be provided from a Pooled Fund, is within the Council’s and the Health Board’s powers and is limited to eligible people within the Council’s administrative area together with others as designated in Schedule 3 or as agreement by PMG from time to time.
- C The Service incorporates certain Care Services to be provided through the Council’s Health Related Care Functions and the Health Board’s NHS Health Care Functions. Such services are to be provided or arranged for by the Council as the manager of the Service for the Partners.
- D This Agreement follows consultation jointly by the Partners with such persons as appear to the Partners to be affected by these arrangements and these arrangements contribute to the fulfilment of the objectives set out in the Health Improvement Plan and the Health Social Care and wellbeing Plan as required under the Regulations.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement except where the context otherwise required, the following expressions shall have the meanings respectively ascribed to them:-

“Act”	means the National Health Services (Wales) Act 2006;
“Agreement”	means this Agreement and any associated document incorporated or expressly referred to as being incorporated with it, together with any variation of it from time to time agreement between the Partners;
“Annual Summary”	means the list of policies of the Health Board, insofar as it has a statutory duty to make such policy, that has an impact upon delivery of the Service;

"Authorised Officers"	means the person notified by each of the Partners to the other from time to time as authorised to act on behalf of that Partner for the purposes of Clause 4 (which person shall until further notice be for the Council its Corporate Director – Social Services and Wellbeing and for the Health Board its Chief Executive). Where reference is made to any specific post the title of which subsequently changes, for the purposes of this agreement the re-designated post will include the responsibilities falling from this Agreement as appropriate;
"Care Contract"	means a contract between the Council and any third party for the delivery of the Service for a Service User or any part thereof to any Service User;
"Commencement Date"	means 1 st April 2021;
"Council"	means BRIDGEND COUNTY BOROUGH COUNCIL and any successor to it in the exercise of those of its statutory functions which are relevant to this Agreement;
"Council's Health Related Care Functions"	means the functions of the Council to be carried out pursuant to clause 5.1 and as set out in Schedule 2;
"Designated Commissioners"	means any health commissioner responsible for commissioning health services;
"Financial Year"	means the financial year from 1st April in any year to 31st March in the following calendar year;
"Financial Procedures"	a written code of procedures approved by Bridgend County Borough Council, intended to provide a framework for proper financial management;
" Health Board "	means CWM TAF MORGANNWG UNIVERSITY LOCAL HEALTH BOARD and/or any successor to it in the exercise of those of its statutory functions which are relevant to this agreement;
"Health Board's NHS Health Care Functions"	means the Health Board statutory functions which are relevant to this agreement and those pursuant to clause 5.1 and as set out in Schedule 2;
"Health Improvement Plan"	means the local NHS Health Improvement and Modernisation Plan which applies locally to the Health Board prepared pursuant to the Act or any other plan known to incorporate the Health Improvement Objectives including the Local Delivery Plan;
"Health, Social Care And	this Plan is a legal requirement of Bridgend County Borough Council and the Bridgend Local Health Board and is developed

Wellbeing Strategy"	in partnership with Cwm Taf Morgannwg University Local Health Board, the Third Sector and others;
"Lead Provider"	means the Partner undertaking the function of providing or arranging the Service on behalf of the Partners, otherwise referred to as host partner;
"LHB"	means the BRIDGEND LOCAL HEALTH BOARD and/or any successor to it in the exercise of those of its statutory functions which are relevant to this agreement;
"PMG"	means the Partnership Management Group to be constituted and responsible for the day-today management of the Service in accordance with the provisions of Schedule 6;
"Partners"	means the Council and the Health Board, and the term "Partner" shall mean either one of them and the term "Partnership" shall be construed accordingly;
"Pooled Fund Manager"	means the person determined from time to time under Clause 7.2 and who will at the outset of this Agreement be the Council's Principal Officer (Mental Health), Adult Services, in the Social Services and Wellbeing Directorate;
"Pooled Fund"	means the joint fund of monies maintained by the Council being shared contributions from the Partners for the purpose of securing the Service pursuant to this Agreement;
"Revised Annual Finance Agreement"	means the written confirmation of finance contributions and any change in procedures for operation of the Agreement as set out at Schedule 5;
"Regulations"	means the NHS Bodies and Local Authorities Partnership Arrangements (Wales) Regulations 2000, S.I. No. 2993 (W.193) as continued in force by virtue of the National Health Service (Consequential Provisions) Act 2006;
"Service"	means the provision of the services to or for any Service User by the Council as more specifically described in Schedule 3, (Service: Service Users, Manner, Location and access), in accordance with the Aims and Objectives at Schedule 1 and in the manner and locations specified in Schedules 3 and 4;
"Service User"	any person(s) receiving the benefit of the Service; such persons being limited to person(s) who are eligible (as determined in accordance with the provisions of Part 1 of Schedule 3) to receive the benefit of the services;
"Staff"	means employees of the Health Board and employees of the Council who are directly responsible for assessing and or providing care to Service Users as a part of the arrangements set out at Schedules 3 and 4;

"Term"	means the period from the Commencement Date expiring on 31 st March 2025 subject to earlier termination in accordance with the terms of this Agreement;
"Third Sector"	refers to voluntary and independent organisations;
"Unified Assessment"	means the single assessment by the Council and the Health Board jointly of prospective Service Users in accordance with national requirements and guidance or directions relevant to the provision of the Service or any part thereof as may be issued to the Council or the Health Board by the National Assembly for Wales from time to time.

1.2. Save to the extent that the context or the express provisions of this Agreement otherwise require:-

- 1.2.1. obligations undertaken or to be undertaken by more than a single person shall be made and undertaken jointly and severally;
- 1.2.2. words importing any gender include any other gender and words in the singular include the plural and words in the plural include the singular;
- 1.2.3. references to any statute or statutory provision shall be deemed to refer to any modification or re-enactment thereof for the time being in force whether by statute, regulation, guidance, direction or directive which is intended to have direct application within the United Kingdom;
- 1.2.4. any reference which immediately before Exit Day (as defined in the European Union (Withdrawal) Act 2018 (EUWA)) was a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (EEA) agreement (EU References) which is to form part of domestic law by application of section 3 of the EUWA shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the EUWA as modified by domestic law from time to time;
- 1.2.5. headings and Index are inserted for convenience only and shall be ignored in interpreting or in the construction of this Agreement;
- 1.2.6. references in this Agreement to any Clause or Sub-Clause or Schedule or Appendix without further designation shall be construed as a reference to the Clause or Sub-Clause of or Schedule or Appendix to this Agreement so numbered;
- 1.2.7. any obligation on either of the Partners shall be a direct obligation or an obligation to procure as the context requires;
- 1.2.8. any reference to "indemnity" or "indemnify" or other similar expressions shall mean that the relevant Partner indemnifies, shall indemnify and keep indemnified and hold harmless the other Partner; and

1.2.9. any reference to a person shall be deemed to include any permitted transferee or assignee of such person and any successor to that person or any person which has taken over the functions or responsibilities of that person but without derogation from any liability of any original Partner to this Agreement.

2. TERM

2.1. This Agreement shall commence on the Commencement Date and shall continue for the Term, subject to earlier termination as provided below.

3. AIMS AND OBJECTIVES

3.1. The Aims and Objectives of this Agreement are set out in Schedule 1.

4. CONTRIBUTIONS

4.1. Subject to the outcome of any review under Clause 9.1 Clause 9.2 and Clause 9.3, the Council's contribution to the Pooled Fund per calendar month (excluding sums paid personally by individuals to contribute to their care or to procure additional Care Services direct from Care Providers) for the period from 1st April 2021 to 31st March 2022 shall be £27,989.58 (Twenty seven thousand nine hundred and eighty nine pounds and fifty eight pence) per calendar month at 2021/22 prices.

4.2. Subject to the outcome of any review under Clause 9.1 Clause 9.2 and Clause 9.3, the Health Board's contribution to the Pooled Fund per calendar month) for the period from 1st April 2021 to 31st March 2022 shall be £27,989.58 (Twenty seven thousand, nine hundred and eighty nine pounds and fifty eight pence) per calendar month at 2021/22 prices.

4.3. The Health Board shall make payments identified at Clause 4.2 above to the Council monthly on the 15th day of the month in accordance with the arrangements at Schedule 5.

4.4. Any variations to the amounts shown at Clauses 4.1 and 4.2 above as additional payments shall be subject to separately agreed arrangements from time to time.

4.5. The Health Board shall make available to the Council Staff to work in the form and manner set out at Schedules 3 and 4 as a part of the Pooled Fund.

4.6. The Council shall make available for use by the Health Board in support of the Service, but for the avoidance of doubt not to be a part of the Pooled Fund, the premises set out at Schedule 5.

- 4.7. The Health Board shall make available for use by the Council in support of the Service any other goods or services described in Schedule 5 and which may subject to PMG agreement be included in the Pooled Fund.
- 4.8. The Health Board shall make available for use by the Council in support of the Service, but for the avoidance of doubt not to be a part of the Pooled Fund, the premises set out at Schedule 5.

5. NHS HEALTH CARE FUNCTIONS AND HEALTH RELATED CARE FUNCTIONS

- 5.1. The Health Board's NHS Health Care Functions and the Council's Health Related Care Functions to be carried out pursuant (in whole or part) by the Council are set out in Schedule 2.

6. THE SERVICE AND ITS OPERATION

- 6.1. The Council shall be the Lead Provider and responsible for delivery of the Service.
- 6.2. The Service shall be provided to the Service Users in accordance with the provisions of Schedule 3 and 4.
- 6.3. The eligibility of Service Users to receive the Service shall be assessed in accordance with the provisions of part 1 of Schedule 3.
- 6.4. The Partners agree that for these purposes that any of the Staff making a protected disclosure (as defined in Section 1 of the Public Interest Disclosure Act 1998) shall not be subjected to any detriment.
- 6.5. The Council shall manage and direct the duties of all of Staff including the members of Staff employed by the Health Board as set out at Schedule 4 and this function shall be undertaken according to the structures, duties and limitations of authority described in Schedule 4.
- 6.6. The Council shall provide necessary care for Service Users and where unable to provide that care directly shall secure the agreed care for Service Users through either a service contracted on behalf of Service Users by the Local Health Board or other Designated Commissioners or where necessary by the Council entering into Care Contracts substantially in a form agreed by the Council in accordance with agreed use of the Pooled Fund.
- 6.7. The Council shall ensure that in undertaking the duties at Clause 6.6, and in making any decision with respect to a Service User, due consideration is given to the Service User's gender, sexual orientation, religious persuasion, racial origin, cultural and linguistic background, with reference to the Equality Act 2010 and the Human Rights Act 1998 where appropriate.

- 6.8. The Council shall comply with all statutes, regulations, guidance, directions, directives and the Annual Summary relating to the provision of the Service or any part thereof and in particular, but without limitation, shall ensure that all Care Contracts require that the provision of the Service complies with any National Minimum Standards under the Care Standards Act 2000 and the Regulation and Inspection of Social Care (Wales) Act 2016.
- 6.9. The Council shall ensure the provision of the Council Staff necessary for the provision of the Council's Health Related Care Functions element of the Unified Assessment process and the Health Board shall ensure the provision of the Health Board Staff necessary for the provision of the Health Board's NHS Health Care Functions element of the Unified Assessment process.
- 6.10. The Health Board will provide annually on 1st April of each year the Annual Summary.
- 6.11. The Health Board is subject to obligations in relation to clinical governance as described in Health Care Standards for Wales and relevant Welsh Health Circulars including but not limited to WHC (2007)086 NHS Wales Annual Operating Framework, WHC (2008)001 Health Care Standards Assessment and WHC (2007)020 Health Care Standards Improvement Plan (or any amended or replacement guidance which may from time to time be issued). The Service will therefore be subject to clinical governance obligations. The Council will ensure that it performs the Service so as to fulfil any applicable clinical governance obligations of the Health Board and will comply with all reasonable requests of the Health Board regarding clinical governance.

7. POOLED FUND MANAGEMENT

- 7.1. The Council is the host partner for the purposes of the Regulations.
- 7.2. The Pooled Fund Manager shall be such officer of the Council as the Council may from time to time nominate for this role and who has been approved by the Health Board (such approval not to be unreasonably withheld or delayed) and who has been affirmed in the role by the PMG within thirty (30) days of the commencement of each Financial Year or (in any other case) the Council's Head of Adult Social Care in the Wellbeing Directorate
- 7.3. The Pooled Fund Manager shall be accountable directly to the Council's Head of Adult Social Care except where it is the Head of Adult Social Care when it will be the Council's Authorised Officer.
- 7.4. The Pooled Fund Manager shall be responsible for authorising payments and the Council shall make such payments from the Pooled Fund in accordance with the Service description, the Aims and Objectives, and the agreed Budget, as set out in the Schedules 3, 1 and 5 respectively to this Agreement.
- 7.5. The Pooled Fund Manager may delegate the day-to-day management of pooled funds in accordance with Council's Financial Procedures.
- 7.6. The Pooled Fund Manager shall be responsible for managing the Pooled Fund and forecasting and reporting to the PMG upon the targets and information in accordance

with Schedule 6 and any further targets or performance measures that may be set by the PMG from time to time.

- 7.7. The Pooled Fund Manager shall produce an annual statement of account for both partners. The Health Board's Authorised Officer shall in turn ensure reporting on the same to the officer of the Health Board responsible for the administration of its financial affairs. In accordance with the Partnership Regulations, the Pooled Fund Manager shall also arrange for the external audit certification of the annual return, and associated partnership account.
- 7.8. The Council shall be responsible for any costs, claims, expenses or liabilities in excess of the Pooled Fund at any time, save that the Partners shall be jointly responsible (in the proportions of their respective contributions to the Pooled Fund for the then current Financial Year) for any such costs, claims, expenses or liabilities incurred with the agreement of the Partners in accordance with the terms of this Agreement.
- 7.9. The benefit of any projected surplus in the Pooled Fund at the end of each Financial Year shall be used for such other expenditure as the PMG may determine.
- 7.10. The Pooled Fund Manager shall submit to the Partners monthly financial reports and bimonthly reports on activity, as specified in Appendix 1 of Schedule 6, as soon as possible after the end of the month but in any event within twenty (20) days of the end thereof and an annual return following the end of each year in line with statutory and local deadlines and requirements regarding the income of and expenditure from the Pooled Fund, reports on performance against budget and targets and other reasonably required information by which the Partners can monitor the effectiveness of the Pooled Fund arrangements.
- 7.11. The Pooled Fund Manager shall maintain and provide when requested by either of the Partners at the expense of that Partner such information as shall be appropriate to the provision of the Service for so long as any part thereof is being provided to Service Users in accordance with Clause 11, notwithstanding any notice of termination in accordance with Clause 10.
- 7.12. The governance arrangements shall be as set out in Schedule 6.
- 7.13. Each Partner shall pay its own costs and expenses incurred from time to time in the negotiation and management of this Agreement, save as expressly otherwise provided in this Agreement (including, without limitation the functions described at Schedule 6).
- 7.14. The costs associated with the certification of the annual return for operation of this Agreement and the costs of provision of information by the Pooled Fund Manager following a notice of termination shall be a charge to the Pooled Fund.

8. INDEMNITY AND INSURANCE

- 8.1. Save as provided in clauses 8.6, 8.7 and 8.8 below in respect of any claims whether arising out of this Agreement or otherwise each party to this agreement shall meet its

own liabilities through its respective insurance arrangements without recourse to the pooled budget.

8.2. The Council will ensure that insurance is in accordance with the Council's current arrangements for property and third party liability.

8.3. The Health Board will ensure that insurance is in place during the Term of this Agreement in accordance with current NHS arrangements for property and third party liability (i.e. the Welsh Risk Pool)

8.4. The Council shall provide to the Health Board upon request such evidence as the Health Board may reasonably require to confirm that the insurance arrangements are satisfactory and are in force at all times.

8.5. The Health Board shall provide to the Council upon request such evidence as the Health Board may reasonably require to confirm that the insurance arrangements are satisfactory and are in force at all times.

8.6. The Council shall indemnify the Health Board and its employees and agents against all claims and proceedings (to include any settlements or ex gratia payments made with the consent of the Partners and reasonable legal and expert costs and expenses) made or brought (whether successfully or otherwise);-

8.6.1. by or on behalf of any Service User (or his or her dependants) against the Health Board or any of its employees or agents for personal injury (including death) arising out of the provision of the Service; and

8.6.2. which arise on or after the Commencement Date.

8.7. The above indemnity by the Council shall not apply to any such claim or proceeding:-

8.7.1. to the extent that such personal injury (including death) is caused by the negligent or wrongful act(s) or omission(s) or breach of statutory duty by the Health Board, its employees or agents; or

8.7.2. to the extent that such personal injury (including death) is caused by the failure of the Health Board, its employees or agents to provide a part of the Service in accordance with this Agreement;

in which case and to such extent the Health Board shall indemnify the Council against such claim or proceeding.

8.8. In determining which Partner is liable to indemnify the other pursuant to Clause 8.6 and/or 8.7 above, Staff employed by the Health Board working in the context of Schedule 3 shall be treated (for this purpose only) as being employees of the Council save that to the extent that the claim or proceeding arises wholly or partly out of the conduct of one or more members of Staff employed by the Health Board, and such conduct amounts to;

(a) deliberate acts or omissions;

(b) gross negligence; or

(c) refusal to obey any reasonable instructions or policy of the Council,

the Council shall not be liable to indemnify the Health Board under Clause 8.6 and the Health Board shall indemnify the Council under Clause 8.7.

8.9. Neither the indemnity from the Council at Clause 8.6 nor that from the Health Board at Clause 8.7 shall apply to any such claim or proceeding:-

8.9.1. unless as soon as reasonably practicable following receipt of notice of such claim or proceeding, the Partner in receipt of it shall have notified the other Partner in writing of it and shall, upon the latter's request and at the latter's cost, have permitted the latter to have full care and control of the claim or proceeding, using legal representation approved by the former Partner, such approval not to be unreasonably withheld or delayed: or

8.9.2. if the Partner in receipt of the claim or proceeding, its employees or agents shall have made any admission in respect of such claim or proceeding or taken any action related to such claim or proceeding prejudicial to the defence of it without the written consent of the other Partner (such consent not to be unreasonably withheld or delayed), provided that this condition shall not be treated as breached by any statement properly made by the former Partner, its employees or agents in connection with the operation of its internal complaints procedures, accident reporting procedures or disciplinary procedures or where such statement is required by law

8.10. Each Partner shall keep the other Partner and its legal advisers fully informed of the progress of any such claim or proceeding, will consult fully with the other Partner on the nature of any defence to be advanced and will not settle any such claim or proceeding without the written approval of the other Partner (such approval not to be unreasonably withheld or delayed).

8.11. Without prejudice to the provisions of Clause 8.9.1, both Partners will use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any such claim or proceedings of which they are directly aware and shall keep each other reasonably informed of developments in relation to any such claim or proceeding even where they decide not to make a claim under this indemnity.

8.12. The Partners will each give to the other such help as may reasonably be required for the efficient conduct and prompt handling of any claim or proceeding by or on behalf of any Service User (or his or her dependents).

8.13. For the purposes of the indemnities in Clause 8.6 and Clause 8.7 the expression "agents" shall be deemed to include without limitation any nurse or health professional providing services to the Health Board under contract for services or otherwise and any person carrying out work for the Health Board under such a contract connected with such of the Health Board's facilities and equipment as are made available for the treatment of Service Users.

Liabilities Pre-Commencement Date

- 8.14. Each Partner (the "First Partner") will indemnify and keep the other Partner indemnified against all liabilities arising directly or indirectly from any events acts or omissions in relation to the First Partner's functions occurring prior to the Commencement Date.

Liabilities for Claims by Staff employed by the Health Board

- 8.15. The Health Board will indemnify and keep indemnified the Council from and against all claims and proceedings (to include any settlements or ex gratia payments made with the consent of the Partners and reasonable legal and expert costs and expenses) whatsoever arising from or in connection with any claim or demand by any member of Staff employed by the Health Board at any time during the Term or any extension to the Term (whether for unpaid remuneration, wrongful dismissal, redundancy, unfair dismissal, loss of office, sex, race or disability discrimination or otherwise,) or any claim on the basis that the member of Staff employed by the Health Board is or has become an employee of the Council. This indemnity shall not apply to any claim arising from any failure by the Council to comply with its obligations under this Agreement.

9. REVIEW

- 9.1. The Partners shall use reasonable endeavours in each Financial Year to agree by 1st October draft budgets for the following Financial Year.
- 9.2. The Partners shall review the provision of the Service and this Agreement no later than 31st December in each future Financial Year with a view to confirming their respective contributions to the Pooled Fund for the immediately following Financial Year.
- 9.3. The Partners shall confirm the final budget and their contributions and any changes to financial procedures by no later than 28th February in each preceding financial year for the following financial year to operate and this shall form the Revised Annual Finance Agreement in the form as described at Schedule 5.
- 9.4. Reviews pursuant to Clause 9.2 shall be conducted in good faith and in accordance with the governance arrangements set out in Schedule 6; shall be based upon information to be provided as set out in Schedule 6 and shall take account of:-
- 9.4.1. increases for inflation in line with GDP deflator but with pay inflation to be funded in full;
 - 9.4.2. any agreed addition or decrease of funds for development of the Pooled Fund against any agreed targets and market forces to be agreed by the PMG; and
 - 9.4.3. any commitments under or in connection with any Care Contract.
- 9.5. No provision of this Agreement shall preclude the Partners by mutual agreement making additional contributions of non-recurring monies to the Pooled Fund from time to time but no such additional contributions shall be taken into account in the calculation of the Partners' respective contributions for the purpose of Clause 11. Any

such additional contributions of non-recurring monies shall be explicitly recorded in PMG minutes and recorded in the budget statement as a separate item.

- 9.6. Review of this Agreement and the respective contributions shall include review of the Staff arrangements at Schedule 4.

10. TERMINATION

- 10.1. This Agreement may be terminated by not less than three (3) months' notice from either Partner to the other, if the other Partner has failed to confirm in writing its respective contribution for the current Financial Year by 1st April in that financial year in accordance with Clause 9.3.
- 10.2. If the Council or the Health Board fails to meet any of its respective obligations under this Agreement, the other Partner may by notice require the Partner in default to take such reasonable action within a reasonable time-scale as the first Partner may specify to rectify such failure. Should the Partner in default fail to rectify such failure within such reasonable time-scale, or if such failure is not capable of rectification, the other Partner may give notice to terminate this Agreement immediately.
- 10.3. Either Partner shall be entitled to terminate this Agreement immediately by notice to the other, if the other Partner, its employees or agents either offers, gives or agrees to give to anyone any inducement or reward or confers any other benefit in respect of this or any other Agreement (even if the Partner is unaware of any such action) or otherwise commits an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972 or under any other legislation or common law concerning fraudulent acts.
- 10.4. In circumstances other than the above, either Partner may by not less than twelve (12) months' notice to the other terminate this Agreement such notice to expire at any time.
- 10.5. Any purported termination of this Agreement under this Clause shall be without prejudice to any continuing obligations of the Partners under Clauses 7 and 11 and the continued operation of the PMG in accordance with Schedule 4.

11. EFFECTS OF TERMINATION

- 11.1. Notwithstanding any notice of termination in accordance with Clause 10:
- 11.1.1. The Partners agree that in the event of the termination of this Agreement the interests of Service Users shall be paramount and the Partners shall continue to have a duty to cooperate so as to ensure that the Service to Service Users continues with as little disruption as is reasonably possible.
- 11.1.2. The Partners agree to continue to provide the Service in accordance with this Agreement for a period of up to 24 months for all current Service Users and fulfil all existing obligations to third parties under a Care Contract pending the making of alternative arrangements set out in this clause.

- 11.1.3. The Partners agree to maintain the level of contribution to the Pooled Fund agreed between them for the current financial year, or in the absence of such agreement the next previous financial year until the arrangements in 11.4 are in place.
- 11.1.4. Any costs incurred by the host associated with the winding up of the agreement should be a charge on the pooled budget.
- 11.2. The PMG shall meet to determine a termination plan and timetable to be made in accordance with 11.4 within 10 working days of the receipt of the notice of termination of the Agreement served under Clause 10.
- 11.3. The Pooled Fund Manager shall make available to the PMG at the meeting held under 11.2:
- A full list of current Service Users with their home address;
 - An inventory of the furniture and equipment allocated to the Service;
 - A statement of the Staff currently deployed in the Service with details of their role and employing authority;
 - A statement of the financial position of the Pooled Fund at the time of the serving of any notice under Clause 10.
- 11.4. The PMG will determine alternative arrangements having regard to the following options:
- 11.4.1. The full responsibility for the Service be transferred to one Partner together with the Pooled Fund.
- 11.4.2. That full responsibility for the Service be transferred to a third party together with the Pooled Fund.
- 11.4.3. That the Service and the Pooled Fund be disaggregated into its health and social care elements ensuring that as far as possible those elements are funded from the allocation of the Pooled Fund.
- 11.4.4. Any other arrangements that the PMG agree are appropriate.
- 11.5. The PMG will also ensure that under the new arrangements provision is made for:
- Service continuity;
 - Staff deployment
 - Financial arrangements that will facilitate Service continuity.
- 11.6. The Partners will expedite the above matters without undue delay and anyway within a maximum period of 24 months from the date of notification of termination.
- 11.7. Following the formalising of the alternative arrangements under 11.4

- 11.7.1. Assets purchased from the Pooled Fund will be disposed of by the Council for the purposes of meeting any of the costs of winding up the Service or where this is not practicable such goods will be shared proportionately between the Council and the Health Board according to the level of past contributions to the Pooled Fund.
- 11.7.2. Without prejudice to any of the forgoing the Partners further agree that any act or failure to act in the interests of ensuring continuing Service to Service Users will not give rise to any claim or enforcement action under this agreement.

12. VARIATION/CHANGE OF LAW

- 12.1. No variation to this Agreement shall be effective unless it is in writing and signed by both the Partners or has been unanimously approved by the PMG.

13. CONFIDENTIALITY

- 13.1. The Partners shall subject to Clause 13.3 below:-
 - 13.1.1. keep confidential any information obtained in connection with this Agreement and personal Service User data subject to the Data Protection Act 2018 and the Freedom of Information Act 2000; and
 - 13.1.2. take appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of or damage to such personal data.
- 13.2. The Council and the Health Board shall subject to clause 13.3 below keep confidential any information acquired through their conduct of this Agreement and will take all reasonable steps to ensure that their employees do not divulge such information to a third party, without the express consent of both Partners and the Service User, except in accordance with the requirements for external audit, as may be required by law or where such information is already in the public domain.
- 13.3. Where it is necessary for one Partner to disclose to the other Partner information on personal data concerning a Service User, this shall only be done in accordance with the provisions of the Information Sharing Protocol at Schedule 7 insofar as it applies to the parties to this agreement.
- 13.4. Where a Partner receives a request for information pursuant to the Freedom of Information Act 2000 concerning the Service, the other Partner shall provide to the Partner receiving such request such assistance and information in connection with such request as it reasonably requires

14. DISPUTE AND RESOLUTION

- 14.1. In the event of a dispute over the application or interpretation of this Agreement, the dispute may be referred by the Partners in writing as follows:-
- 14.1.1. in the first instance to the Authorised Officers to resolve; and
 - 14.1.2. in the second instance to the Chief Executive of the Council and the Chairman of the Health Board;
 - 14.1.3. in the third instance to the Cabinet of the Local Authority and the Board of the Health Board to resolve; and
 - 14.1.4. in the fourth instance to arbitration by an arbitrator to be appointed by the President for the time being of the Chartered Institute of Arbitrators.
- 14.2. Any such reference shall be deemed to be a reference to arbitration within the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force and the allocation of the costs of any arbitration shall be borne by the Partners as determined by the arbitrator.

15. EXCLUSION OF PARTNERSHIP AND AGENCY

- 15.1. The Partners expressly agree that nothing in this Agreement in any way creates a legal partnership between them.
- 15.2. Neither of Partner nor any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Partner, except where expressly permitted by this Agreement.

16. ASSIGNMENT AND SUB AGREEMENTS

- 16.1. Neither of the Partners shall assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partner, which shall not be unreasonably withheld or delayed.
- 16.2. Notwithstanding the above the Health Board may novate the whole or any part of this agreement to any other NHS (Wales) Health Board or NHS (Wales) Trust at any time during the agreement.

17. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 17.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly the Partners to this Agreement do not intend that any third party should have any rights in respect of this Agreement by virtue of that Act.

18. PREVENTION OF CORRUPTION/QUALITY CONTROL

- 18.1. The Partners shall have mutual policies and procedures to ensure that relevant controls assurance, probity and professional standards are met

19. COMPLAINTS

- 19.1. The Council will ensure that Service Users, their carers or established representatives will be provided with suitable information on how to complain that is agreed by both parties prior to distribution. Such information shall state that complaints regarding the Service shall in the first instance be directed to the Council or the relevant provider where care has been arranged outside of the Council in accordance with Clause 6.6. If not resolved all formal complaints received by the Council in relation to the Service will be faxed to the Chief Executive of the Health Board on the same day. They will be managed according to the Council's Complaints Procedures, whether statutory or otherwise, or the Hospital Complaints Procedure Act 1985 as appropriate.
- 19.2. The Council shall ensure that all arrangements for complaints are in accordance with its policy and that of the Equal Opportunities Commission Wales and all or any policies and procedures approved by the Health Board as available through its web site.
- 19.3. Incidents and claims arising from the operation of this service will be dealt with under the provisions of Schedule 4.

20. NOTICES

- 20.1. All notices under this Agreement shall only be validly given if given in writing, addressed as follows:-
- 20.1.1. if to the Council, addressed to its Corporate Director – Social Service and Wellbeing as above; or
- 20.1.2. if to the Health Board, addressed to its Chief Executive as above.

21. GOVERNING LAW

- 21.1. This Agreement is a contract made in Wales and shall be governed by and construed in all respects in accordance with the laws of England and Wales, as they apply in Wales. The Partners hereby irrevocably accept (subject to clause 14 (Dispute and Resolution) the non-exclusive jurisdiction of the Courts in England and Wales.

IN WITNESS of which the Partners have executed this Agreement as a deed the day and year first before written.

Executed as a deed by affixing the
COMMON SEAL of
THE CWM TAF MORGANNWG
UNIVERSITY HEALTH BOARD
In the presence of:

Signed (Authorised Officer):
Name/Position:

Executed as a deed by affixing the
COMMON SEAL of
BRIDGEND COUNTY BOROUGH COUNCIL
In the presence of:

Mayor:

Authorised Signatory:

Schedule 1

Aims and Objectives

1. Introduction: Description and Purpose of Agreement

1.1	<p>The primary Aims and objectives of this Agreement are:-</p> <ul style="list-style-type: none">• To maximise the efficiency of mental health provision in health and social care through the implementation of section 33 of the National Health Service (Wales) Act 2006 in respect of integrated provision from a pooled fund with effect from 1st April 2021.• To efficiently and effectively provide an integrated health and social care day opportunities service, promoting recovery for people with needs related to their mental health across both primary and secondary care.• To support the delivery of the Social Services and Wellbeing (Wales) Act 2014 and Mental Health (Wales) Measure 2010 for adults of working age (18 plus).• To provide a service of the highest quality, designed with the Service User in mind, giving special consideration to those who are vulnerable or socially excluded.• To support adults with mental health needs to live fulfilling lives in the community; including job retention support and improved access to employment opportunities.• To provide an integrated structure of operational service management.• To work to make mental health services accessible and responsive to all, recognising the specific needs arising from gender, culture and age.
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2. The Service

2.1	<p>Day Opportunities will be delivered through an integrated health and social care service model to adults who have appropriate assessed needs related to their mental health. It is limited to eligible people within the Council's administrative area.</p>
2.2	<p>People with lower levels of need may be offered information, advice and guidance as required.</p>

3. Principles and Approach to Delivery

3.1	<p>The Principles and Approach to Delivery shall address the need for:-</p> <ul style="list-style-type: none">• Operating a single point of access to the Service in order to eliminate overlaps, duplication and anomalies in provision.• Providing a person centred assessment and plan for each individual where appropriate.• Providing responsive and individually focused interventions based on self empowerment and recovery.• Developing a range of services that reflect the needs of the local population as commissioned by the Local Authority and/or Local Health Board.• Addressing skill deficiencies and health needs in promoting an individual's recovery from mental illness.• Providing the service in an efficient and co-ordinated way by working within a single management structure.• Ensuring that the access pathway into specialist services is made easier for service users and carers.• Establishing referral and signposting pathways to services provided by the Third Sector and the local community.• Making the most efficient and effective use of resources, including allocating agreed resources to the commissioning of Third Sector provision which will deliver i) specialised interventions ii) provide a more cost effective use of available resources iii) meet identified gaps in community provision
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4. Strategic Aims

4.1	<ul style="list-style-type: none">• To work proactively with Service Users, carers and key partners to ensure that Service Users are at the heart of service planning and delivery.• To address the social exclusion of people using the Service through increasing the range of supported opportunities available in mainstream settings.• To ensure strong links are maintained with services provided by the Third Sector and that information about those services is readily available to people using the Service.• To develop commissioning arrangements with the third sector to deliver services for reasons stated in 3.1
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	<ul style="list-style-type: none"> • To address the stigma attached to people who have experienced mental ill health. • To work to deliver improved quality of service and the access to it. • To develop staff to ensure that they have the appropriate skills and competencies to enable them to deliver the required quality of service.
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5. Service Delivery Aims

5.1	<p>5.1 Key Aims shall include:-</p> <ul style="list-style-type: none"> • To ensure that the Service is proportionate, timely and efficient in its response to each individual referred to the Service. • To ensure that those people accepted as appropriate to receive support from the service, have a person centred, strengths based assessment. • To ensure that each Service User who has been formally assessed has an agreed individual plan, which is evaluated and reviewed with the service user within an agreed timescale. • To ensure that there is a timely, efficient and proportionate response to any member of the public contacting the Service requiring advice and guidance. • To ensure that Service Users are informed about and have the opportunity to move on to appropriate services provided in the Third Sector and to benefit from mainstream services in the community. • To consolidate the management arrangements within the integrated service model.
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6. Performance Objectives

6.1	<p>Key Objectives for Performance shall include:-</p> <ul style="list-style-type: none"> • Production of an Annual Plan for the Partnership Management Group detailing specific aims and objectives for the proceeding twelve months. • To identify the training needs of all staff relative to their job description and role within the service and within the agreed system of appraisal appropriate to each partner organisation.
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	<ul style="list-style-type: none"> • To develop an Audit Plan to evidence quality and performance • Maintain a flexible use of resources between partners in order to share improved outcomes. • Within allocated resources, to ensure Service Users have access to a wide range of mainstream activities in the community. • To maintain appropriate levels of monitoring and evaluation of any third sector provision which has been commissioned through the Partnership Management Group for reasons identified in 3.1 • To report improvement on service activities included in the Long Term Agreement between the Council and the Local Health Board.
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7. Standards for Service

7.1	<p>Standards for Service are as follows:-</p> <ul style="list-style-type: none"> • Have in place a set of operational policies and related standards that will provide an appropriate framework for maintaining effective and efficient service delivery and improving quality. • The Joint Operational Manager shall maintain an awareness and knowledge of the Council’s and the Health Board’s policies and procedures so far as they relate to the Service and ensure that the Service is managed so as to comply with the requirements of both Agencies’ policies.
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8. Review

8.1	<p>A strategic and financial review of these objectives will be coordinated by the Pooled Fund Manager with a view to completion no later than 30th April 2021 and in subsequent financial years no later than the 30th April.</p>
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Schedule 2

1. THE HEALTH BOARD'S NHS HEALTH CARE FUNCTIONS

	<p>The Health Board's NHS Health Care Functions of providing, or making arrangements for the provision of, the Service:-</p>
a	<p>Under Sections 2 and 3 of the National Health Service (Wales) Act 2006 (<i>powers to provide health services</i>), including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of class 4 laser treatments and other invasive treatments and emergency ambulance services; and</p>
b	<p>Under sections 117 of the Mental Health Act 1983.</p>

2. THE COUNCIL'S HEALTH RELATED CARE FUNCTIONS

	<p>The Council's Health Related Functions are:-</p>
a	<p>the functions specified in Schedule 2 to the Social Services and Well-being (Wales) Act 2014 except for functions under--</p> <ul style="list-style-type: none">(i) sections 34(1)(a) (in so far as it relates to meeting the care and support needs of an adult), 59, 63, 66, 70(5), 121, 144, 171 and 172 of the Social Services and Well-being (Wales) Act 2014;(ii) sections 1 and 2 of the Adoption Act 1976;(iii) sections 114 and 115 of the Mental Health Act 1983; [and](iv) Parts VII to X of the Children Act 1989;
b	<p>the functions under section 7 of the Disabled Persons (Services, Consultation and Representation) Act 1986;</p>
c	<p>the functions under Parts 3 and 4 of the Social Services and Well-being (Wales) Act 2014 in so far as they relate to the duty to assess and meet the needs of disabled carers in relation to the carer's ability to provide care;</p>

Schedule 3

SERVICE: SERVICE USERS, MANNER, LOCATION AND ACCESS

1. Scope of Service

1.1	The Service is provided for eligible adults who have appropriate needs related to their mental health and emotional well being and who reside within the Council's administrative area.
1.2	<p>Assisting Recovery in the Community (ARC) is delivered through an integrated mental health and social care model between Bridgend County Borough Council & Cwm Taf Morgannwg University Health Board. It provides a person-centred service promoting the recovery of a person from an episode of mental ill health. In accordance with the agreed local plans, this will include:-</p> <ul style="list-style-type: none">• Preventative Services• Signposting – Advice and guidance• Short term Support• Occupational Therapy• Activity Planning• Employment support and advice• Social Support
1.3	<p>ARC provides a service to adults referred through the following routes following appropriate specialist assessment:</p> <ul style="list-style-type: none">• GPs• Home Treatment Services• Crisis Liaison Assessment Team• Local Primary Mental Health Support Services (LPMHSS) – Adults• Local Primary Mental Health Support Services–Child and Adolescent Mental Health(From age 17yrs and 9 months)• Primary Care Outpatient Clinics• Peri-Natal Mental Health Service• Veteran's Mental Health Team• Community Mental Health Teams (CMHT's).• Hospital Based Mental Health Services• Community Rehabilitation Units• Community Drug and Alcohol Team (Where there is a diagnosed mental health issue)• Developing Emotional Wellbeing and Resilience (DEWR) Team

1.4	<p>The person making the referral will be from a recognised professional group identified as appropriate to act in this capacity from within mental health services. They shall be:</p> <ul style="list-style-type: none"> • Mental health nurses • Social Workers • Occupational Therapists • Consultant Psychiatrists or Junior doctors acting on their behalf • General Practitioners • Psychologists <p>Other Agencies may direct people to the Service for information and advice relevant to their needs. This will be within agreed boundaries of collaboration with partner organisations/agencies and will include:</p> <ul style="list-style-type: none"> • Third Sector organisations • Local Community Coordinators • Local Colleges • Job Centre • Youth Services • Local Employers <p>Where required ARC staff may direct people towards specialist assessment and support through recognised mental health pathways.</p>
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2. The Services to be Provided will Include

2.1	<p>Location: ARC is based at the ARC Centre, Quarella Road which is owned and maintained by the Health Board on land which is owned by Bridgend County Borough Council.</p>
2.2	<p>Service Model:</p> <p>ARC will assist people who experience periods of mental ill health to access opportunities to improve their mental health and well being and enhance their lifestyles through the use of existing community resources.</p> <p>ARC will identify personal goals and ambitions and develop an individual programme of support aimed at achieving maximum levels of functioning and independence.</p> <p><u>Philosophy</u> The central tenet of ARC is that every human being is thinking, feeling and a functioning whole person with individual assets to contribute to the process of their own recovery.</p>

ARC support is based on the principles of the Recovery Model and the Values Statement adopted by the Joint Mental Health Strategy Planning Team included as **Appendix 1** to this Schedule.

2.3

Referrals:

2.3.1

GP/Community Organisations/Public access – Signposting/Advice/Guidance

ARC will deliver an integrated approach with the Local Primary Mental Health Support Service to provide information, advice and guidance to individuals who may require support to access community based services or resources. This service will aim to provide opportunities for individuals to improve their social and emotional wellbeing and in doing so reduce the potential need for the involvement of primary or secondary mental health services.

ARC will provide direct access to GPs for individuals to receive signposting, advice and guidance in relation to mild to moderate mental health issues. This service will be delivered in various locations around the borough in the form of drop-in clinics and will provide open access to members of the public as well as individuals supported by organisations identified in 1.4. This service will offer an alternative to mental health assessment through the provision of timely and accessible information, but will not act as a substitute for a mental health assessment.

Where an individual presents with more severe symptoms then advice will be given on the most appropriate service to best meet the current need. This may include supporting the person to make contact with the local Single Point of Access service who will provide a triage approach to the person's mental health needs at that time and will direct a referral to the most appropriate team for further assessment.

2.3.2

Mental Health Primary Care Services

Primary care mental health support will be defined as available to those individuals who are not subject to care and treatment planning and will include the majority of teams identified in 1.3.

Referrals to ARC from primary care mental health services will be via professionals within the LPMHSS following a mental health assessment, or after a consultation with a psychiatrist in a primary care liaison clinic. Referrals may be accepted from the Home Treatment team, from Crisis liaison assessment team and also from Community Mental Health Teams where an assessment has been undertaken and where no care and treatment planning is indicated.

In some cases the support provided by ARC may be in the form of signposting, advice and guidance in relation to community resources and

lifestyle choices. Short term support to enable access to the appropriate community resource will be provided where indicated and this may be for reasons of confidence or motivation. The emphasis will be on maintaining independence and empowering individuals to take responsibility for their own well-being. In some cases the intervention will be coordinated and directed by Occupational Therapists where function may have deteriorated to a significant level requiring planned and measured support over a longer period of time. Referrers may request specialised and specific assessments from the Occupational Therapists in relation to areas of function and cognition.

Referrals will be reviewed through an integrated referral allocation system alongside the LPMHSS psychological therapy team. ARC staff will work closely with the psychological therapy practitioners who will provide guidance in relation to therapeutic approaches and who may in some cases deliver interventions prior to or after ARC involvement. In some cases there will be joint assessment, screening processes as well as joint intervention and plans with the LPMHSS psychological therapy team.

Any deterioration in mental health and well-being following or during the involvement of ARC may prompt onward referral to the appropriate professional/team offering the required level of specialist support.

2.3.3

Secondary Care Mental Health Services

Secondary Care services will be defined as people in receipt of Care and Treatment Planning who reside in the county borough of Bridgend. In the majority of cases referrals for ARC support will come via professionals in Community Mental Health Teams acting as care coordinator/care manager for the referred individual. Referrals may also come from in-patient and community rehabilitation services where a care coordinator/manager is involved.

Referrals from Secondary Mental Health Services will be in the form of care and treatment plan which will indicate the desired outcomes expected from ARC service involvement.

2.4

Assessment:

The level and detail of ARC assessments will be dependent on the referral pathway and the level of need.

Referrals for signposting, advice and guidance will signal a brief information gathering process which will identify the appropriate community resource best suited to meet the person's needs. The process in this instance will be succinct and specifically related to providing direction towards accessible mainstream support. Where the information gathering indicates a more complex presentation or raises concerns about the well-being of an individual then appropriate action will be taken and a specialist assessment will be sought as identified in 2.3.1

Referrals from mental health professionals, both primary and secondary will be allocated to a member of the ARC Team via the appropriate referral allocation meeting. Contact may be made with the referrer to discuss any issues arising from the referral. Referrals considered as inappropriate will be returned to the referrer with an explanation of the reason(s) in writing or if verbally, will be recorded on appropriate data and recording systems indicating the reasons and any agreed actions.

Once a referral has been accepted arrangements for a visit or contact will be made with the referred individual by letter or by a documented telephone call. In relation to those under care and treatment then the initial visit may involve the Care Coordinator or other professional for reasons of managing risk or providing support. During this visit an introduction to the service will be given and the process of assessment will start focusing on the individual's needs and strengths and their expectation of the service. This initial assessment may, where appropriate involve the introduction of an Implementation/ support worker in order to develop a shared approach and to begin a supportive and therapeutic relationship.

The Assessment team and Implementation worker will work with each referred individual to undertake an assessment based on their strengths. This assessment will identify the person's skills, interests and support networks along with their expectations of the service and their personal aims and objectives.

2.5

Programme Planning and Intervention

On completion of an assessment the referred individual will work with the team member(s) to formulate a plan of activity intended to deliver on the desired outcomes and to reflect the identified aims of the referrer. For those people supported within Secondary Care service then this should reflect the objectives of the care and treatment plan.

A programme of activities will be established with an appropriate level of support to meet the needs of the individual. Support will be graded to allow for progression and to reduce any potential dependency and reliance on service support. Conversely support will be increased to meet any deterioration in mental state.

Any plans established with an individual are aimed at promoting independence and community integration through the use of mainstream resources, facilities and opportunities including:

Local leisure services:

Education:

Employment/Training:

Volunteering:

Use of Life centres/community centres and projects:

Mainstream Community Resources:

At all times the plan should aim from the outset to establish alternatives to longer term mental health service provision and to explore mainstream community support networks and the third sector support.

The agreed programme will assist the person to develop appropriate skills aimed at meeting individual goals and aspirations and living a purposeful and meaningful life. This will include skills to build confidence, to manage symptoms and to access education, leisure and work opportunities.

The severity and enduring nature of someone's mental illness may require regular monitoring and emotional support over a prolonged period of time. Alternatively individuals may require periods of brief intensive support due to changes in circumstances or acute deterioration in their physical or mental health. A regular review process will assist in monitoring the person's mental health and wellbeing and contribute to maintaining progress.

Where problems or issues arise which give cause for concern regarding the mental state of the individual or where risks are identified then these should be communicated to the care coordinator or referrer. In some cases a referral to an appropriate specialist service or agency will be activated.

Where there is ongoing support from ARC in relation to secondary care clients the minimum frequency for the review of the outcomes of each plan of activity will be annually. The Review may establish a new plan of activity, new objectives for the service and new expected outcomes with the Service User. The review will re-visit the plan and will repeat any outcome measures in order to identify areas and levels of progress.

ARC reviews will be co-ordinated to coincide with reviews of any relevant overarching care and treatment plan and should involve the Service User, Care Coordinator and any other relevant individuals. Coordination with care and treatment plan reviews is dependent on reviews being consistent and timely and care coordinators maintaining regular communications with ARC staff.

Appendix 1

VALUES STATEMENT

People with a mental health difficulty have the right to:

- 1. Be treated with respect and dignity***
- 2. Be treated fairly, equally and as unique human beings***
- 3. Enjoy the best possible standards of health and well being***
- 4. Opportunities which enable them to reach their full potential***
- 5. A life free from discrimination and oppression, with respect for their race, language, gender, age, religious beliefs, sexuality, sexual orientation, economic and social status***

This will be achieved in partnership with people with mental health difficulties. In doing so, this will minimise disruption to their lives and relationships and empower them to retain control over their lives as far as practicable in their journey of recovery.

SCHEDULE 4

<p>PERSONNEL GOVERNANCE, MANAGEMENT, STRUCTURE AND SERVICE</p>

This Schedule identifies the following:-

- Part 1: Staff Numbers;
- Part 2: Staff Details;
- Part 3: Line Management Arrangement;
- Part 4: Structure of Senior Management within the Council;
- Part 5: Human Resource Development;
- Part 6: Governance.

1. Staff Numbers

1.1	<p>The following table shows staff in post by job group from the Cwm Taf Morgannwg University Health Board to ARC as of 31st March 2021. As of 31st March 2021 there are no vacant posts within this grouping.</p>																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Job Group</th> <th style="width: 20%;">Headcount in post</th> <th style="width: 20%;">WTE</th> </tr> </thead> <tbody> <tr> <td>Joint Operational Manager</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1.0</td> </tr> <tr> <td>Occupational Therapist</td> <td style="text-align: center;">3</td> <td style="text-align: center;">2.8</td> </tr> <tr> <td>Band 3 Health Care Assistant</td> <td style="text-align: center;">1</td> <td style="text-align: center;">0.5</td> </tr> </tbody> </table>	Job Group	Headcount in post	WTE	Joint Operational Manager	1	1.0	Occupational Therapist	3	2.8	Band 3 Health Care Assistant	1	0.5									
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Caretaker/Cleaner	1	0.54																				

1.3	Staffing levels and vacancies will be reviewed regularly within the Partnership Management Group in line with service objectives and priorities.
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2. Staff Details

2.1	Both the Health Board and the Council will be responsible for keeping a database of their respective staff groups.
2.2	The Joint Operational Manager, along with the lead organisation's finance department will keep a list of all staff employed within the service for both the Health Board and the Council.

3. Cwm Taf Morgannwg University Health Board Employees Line Management arrangements

3.1	The staff from the Health Board have all been individually advised of the terms of their line management arrangements with Bridgend County Borough Council in accordance with Schedule 4 of the Partnership Agreement. The duration of these arrangements is directly linked to the duration of the overall Partnership Agreement.
3.2	Cwm Taf Morgannwg University Health Board and/or Bridgend County Borough Council may give notice as set out in Clause 10 of the Agreement to terminate the Partnership Agreement and therefore the aforementioned line management arrangements shall be terminated and the employees will return to the organisational line management relevant to their substantive post(s) with the Health Board, or be subject to the Cwm Taf Morgannwg University Health Board Redeployment Policy and Procedure.
3.3	The Cwm Taf Morgannwg University Health Board will continue to pay their employees salary, employer's national insurance and pension costs for the duration of the partnership agreement.
3.4	Any work related travel and subsistence costs incurred by the employees of Cwm Taf Morgannwg University Health Board will be claimed via the Health Board's procedures and funded from the pooled budget. These employees will be based at the ARC Centre, Quarella Road, Bridgend for the duration of the partnership arrangement, or as directed.

3.5	All of the Cwm Taf Morgannwg University Health Board employees will remain subject to all Cwm Taf Morgannwg University Health Board terms and conditions of employment and human resources policies and procedures for the duration of the partnership agreement.
3.6	The Joint Operational Manager of ARC has line management responsibility for all Cwm Taf Morgannwg University Health Board employees and will manage any conduct, capability, grievance or POVA issues in accordance with the relevant Cwm Taf Morgannwg University Health Board Policy.
3.7	The Joint Operational Manager is required to report any staff management issues to the Service Manager for Adult Community Mental Health Services within the Bridgend locality of Cwm Taf Morgannwg University Health Board. In relation to professionally registered staff, where concerns arise around professional standards and capability then the Joint Operational Manager will liaise with the designated professional lead officer regarding any actions.
3.8	In accordance with Health Board policies and procedures, any decisions to terminate the employment of Cwm Taf Morgannwg University Health Board staff within ARC will be authorised by the Cwm Taf Morgannwg University Health Board, Assistant Chief Executive or nominated deputy.
3.9	All Cwm Taf Morgannwg University Health Board employees are required to ensure, in accordance with their contract of employment, that any information in the direct discharge of their duties remains confidential and should not be divulged or disclosed. Any breaches of confidentiality, whether or not intentional, may result in disciplinary action.
3.10	<p>During the period of the partnership Cwm Taf Morgannwg University Health Board employees will be required to meet the duties and responsibilities as specified in the job description, person specification and Knowledge and Skills Framework (KSF). In accordance with the Cwm Taf Morgannwg Personal Development Review (PDR) process the Joint Operational Manager will annually review and manage the employee's performance against their post outline, objectives and personal development plan. Where it is identified that the Cwm Taf Morgannwg University Health Board employee should not progress through a gateway, the Health Board must be informed immediately so that the necessary steps are taken to stop the pay increment before the incremental date.</p> <p>The day-to-day management of all Cwm Taf Morgannwg University Health Board employees will be undertaken by the Joint Operational Manager who will allocate their work through appropriate systems, monitor their workload and ensure that proportionate levels of</p>

	workplace support and supervision is offered. All staff absences will be managed within the procedures of Cwm Taf Morgannwg University Health Board.
3.11	In relation to staff who are registered with a professional body then performance will also be monitored through professional supervision with a nominated lead, along with input from the professional lead into the PDR review through an agreed joint appraisal process.
3.12	<p>The Council agree to provide the Cwm Taf Morgannwg University Health Board employee with the appropriate opportunities for development identified through the annual PDR process and will be expected to support the employee in maintaining mandatory training requirements.</p> <p>Throughout the duration of the partnership agreement the Cwm Taf Morgannwg University Health Board employee will be managerially accountable to the Joint Operational Manager in ARC and where applicable, professionally accountable to the appropriate professional lead in the Cwm Taf Morgannwg University Health Board.</p>

4: Structure of Senior Management within the Council

4.1	<p>The Joint Operational Manager of ARC will be accountable for the day to day management of the Service to the Bridgend County Borough Council Group Manager Mental Health and Learning Disabilities, to the Head of Adult Social Care and to the Corporate Director of Social Services and Well Being.</p> <p>If the Joint Operational Manager is a Cwm Taf Morgannwg University Health Board employee s(he) will be organisationally accountable to Service Manager - Bridgend Adult Community Mental Health Services and to the Service Group Manager for Mental Health – Bridgend Integrated Locality Group.</p>
4.2	For organisation structure see Diagram in Appendix 2 .

5: Governance

5.1	The governance structure is detailed in Appendix 1
5.1.1	The Social Services and Wellbeing Directorate retains ultimate

	responsibility for all aspects of quality and governance and will report to the Corporate Management Board
5.1.2	The Social Services and Wellbeing Directorate is responsible for reviewing and maintaining a system of internal control and risk management and has a specific responsibility for financial risk.
5.1.3	The Social Services and Wellbeing Directorate is responsible for assuring the Health Board of the appropriateness and effectiveness of the structures and processes for quality and clinical/practice governance.
5.2.1	<p>INSPECTION/REVIEWS</p> <p>A Business Plan will be prepared and reviewed annually and this along with the Revised Annual Finance Agreement will form the basis of the monitoring of the service by the Partnership Management Group. The business plan will inform the Social Services and Wellbeing Directorate's Business Plan which will be subject to a quarterly review.</p>
5.2.2	The Pooled Fund Manager will provide information and reports to the Partnership Management Group in accordance with Schedule 6.
5.2.3	The service may be inspected by Joint Review Teams of the Care Standards Inspectorate in Wales, Audit Commission and by Healthcare Inspectorate Wales (HIW)
5.2.4	Whilst being mindful of governance responsibilities the service may also be asked to undertake User Satisfaction surveys from time to time.
5.3.1	<p>RISK REGISTER</p> <p>The Council shall review and agree annually through the Partnership Management Group the Risk Register. The intention is to underpin the workings of the Council. The Risk Register will be developed and maintained by the Pooled Fund Manager using the template provided at Appendix 3.</p>

6. COMPLAINTS, INCIDENTS AND CLAIMS MANAGEMENT

6.1	<p>The Council will provide the first point of contact for a complaints procedure that adheres to statutory requirements and covers both health and social care services. The aim will be to provide as seamless an experience for complainants as possible.</p>
6.1.2	<p>If a complainant should complain directly to the Health Board about the service or staff, this will be forwarded to the Designated Complaints Department at the Council in the first instance and also to the relevant head of service within Cwm Taf Morgannwg University Health Board on the same day. The Joint Operational Manager may need to link with both bodies to take this forward.</p>
6.1.3	<p>The Council will ensure that Service Users, their carers or established representatives will be provided with suitable information on how to complain, as agreed by both parties prior to distribution. Such information shall state that complaints regarding the Service shall in the first instance be directed to the Council or the relevant provider where care has been arranged outside of the Council in accordance with Clause 6.6. If not resolved all formal complaints received by the Council in relation to the service will be forwarded to the relevant head of service in Cwm Taf Bro Morgannwg University Health Board on the same day. They will be managed according to the Council's Complaints Procedures, whether statutory or otherwise, or the Hospital Complaints Procedures Act 1985 as appropriate.</p>
6.1.4	<p>Incidents:</p> <p>All adverse events need to be reported and investigated in accordance with both parties' policies and reviewed by the Partnership Management Group. In addition, if a serious patient safety incident should occur care should be taken to ensure that the Health Board's serious incident reporting procedure is complied with.</p>
6.1.5	<p>Claims:</p> <p>In the event that either party is served with legal proceedings, or receives correspondence indicating that a claim is contemplated in relation to the Assisting Recovery in the Community Service it must be forwarded to both the Insurance Section of the Council and Cwm Taf Morgannwg University Health Board on the same day so that early contact can be made between the Insurance Section for the Council and the Governance Support Unit for the Health Board and a joint management plan can be agreed. In the event that the service has active claims, these must be reviewed at the Partnership Management Group and representatives from the Insurance Section of the Council and the Governance Support Unit of the Health Board should be</p>

invited to attend.

6.2 CLINICAL/PRACTICE POLICIES

6.2.1 The Council and the Health Board will have in place a set of policies that will provide an appropriate framework for practice/service delivery.

6.2.2 Staff will have access to relevant courses provided by their employing agency as appropriate to their training needs or will be jointly funded by the pooled budget for external training and development opportunities where financial constraints allow.

6.2.3 The Joint Operational Manager shall maintain an awareness and knowledge of the Council's and the Health Board's policies and procedures so far as they relate to the Service and ensure that the Service is managed so as to comply with the requirements of both Agencies' policies.

6.3 ASSESSING PERFORMANCE AGAINST SECTION 33 AGREEMENT

6.3.1 The Partnership Management Group will agree Performance Indicators from time to time that will meet the needs of Commissioners and the Partner Agencies and that will enable the assessment of performance against this Agreement.

6.3.2 A report shall be prepared quarterly by the Pooled Fund Manager for the Partnership Management Group on any necessary decisions to be taken by the Partnership Management Group.

Appendix 1

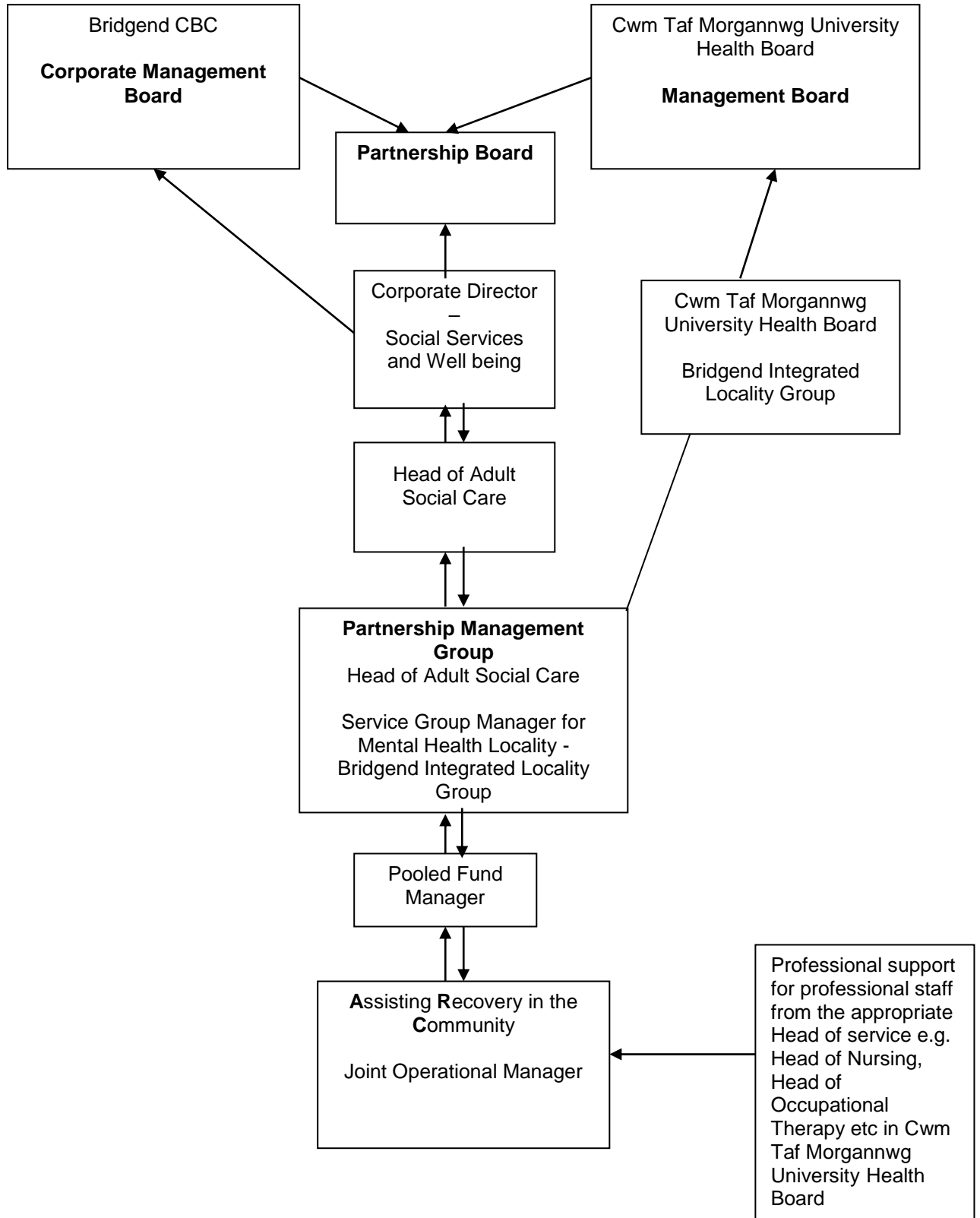
GOVERNANCE ARRANGEMENTS:

1	Direct Management:
1a	Generally the Partnership Management Group will be responsible for the management of the Service in accordance with the provisions of Schedule 6. The Partners will agree a Revised Annual Finance Agreement by 28 th February for the following financial year. The Lead Partner will have regard to Clause 6 and Schedules 1 and 3 of this Agreement in managing the service on a day to day basis through the Joint Operational Manager. The Joint Operational Manager will have responsibility for the day to day management of the Service including work allocation and workload management for all staff. It is the responsibility of the Joint Operational Manager to ensure that the staff have the appropriate skills to undertake the work allocated. The Joint Operational Manager will also establish and maintain sufficient and efficient systems for record keeping and financial management of funds spent in accordance with the Revised Annual Finance Agreement. In managing the budget the Joint Operational Manager will inform the Pooled Fund Manager of any significant emerging surplus or deficit, who will then inform the PMG and make appropriate recommendations as part of the reporting process. In managing the Service, the Joint Operational Manager shall maintain an awareness and knowledge of the Council's and the Health Board's policies and procedures so far as they relate to the Service and ensure that the Service is managed so as to comply with the requirements of both agencies' policies.
1b	The Joint Operational Manager will be accountable to the Head of Adult Services who will in turn be accountable to the Corporate Director for Social Services and Well-being.
1c	The Joint Operational Manager will be supported and supervised by the Group Manager for Mental Health and Learning Disabilities within the Social Services and Wellbeing Directorate. The Joint Operational Manager will provide an appropriate level of supervision to all staff having regard to their level of responsibility, experience and competence.
1d	The Joint Operational Manager will report through the Pooled Fund Manager to the Partnership Management Group on those matters set out in Schedule 6.
2	Professionally Registered Staff Professionally registered staff will be supported by the appropriate Head of Service for their particular professional group from either the Health Board or the Council. It will be the responsibility of the staff member to ensure that they receive the relevant level of support through the appropriate Head of

	Service or designated professional lead officer.
3	Pooled Fund Manager
3a	<p>The Pooled Fund Manager will have the responsibilities set out in Clause 7 and Schedule 5 of the Agreement and will report:</p> <ul style="list-style-type: none"> i) on day to day matters to the Head of Adult Social Care in the Social Services and Well-being Directorate of the Local Authority ii) on matters set out in Schedule 6 to the Partnership Management Group.
4	Partnership Management Group.
4a	The Partnership Management Group will have general responsibility for the running of the Service and will meet quarterly. It will perform the role defined in Schedule 6 of this Agreement.
4b	The membership of the Partnership Management Group will be the Head of Adult Services in the Social Services and Wellbeing Directorate of the Council and the Locality Lead for Mental Health and Learning Disabilities Delivery Unit in the Health Board, alongside those identified in Schedule 6 - point 1.

Appendix 2

DIAGRAM OF ORGANISATION GOVERNANCE ARRANGEMENTS



Appendix 3

RISK REGISTER.

NATURE OF RISK	EVENT	CONSEQUENCES	IMPACT ON OBJECTIVES	RISK EVALUATION HIGH/MED/LOW
1. STRATEGIC: Doing the wrong things	Local Government re-organisation	Council not operating in current form	Unable to deliver service as agreed	Medium
2. FINANCE:	Reduced funding resources	Reduced service	Not able to achieve service delivery objectives	High
3. REPUTATION	Reduced service	Reduced public confidence and expectation	Not able to achieve service delivery objectives	Low - Medium
4. LEGAL/ REGULATORY	Failure to agree or expiration of Sec 33	Acting illegally	Risk of legal challenges	Medium
5. OPERATIONAL: Doing right things in the wrong way	Doing something that is not agreed or non collaborative	Impact on service management and partnership	Withdrawal of partner from agreement	Low
6. CUSTOMER: Understanding needs	Unable to provide	Unmet need	Not meeting objectives	Low
7. ENVIRONMENTAL Outside our control	Adverse weather	Damage to building or staff unable to provide service	Compromises service delivery	Low
8. PEOPLE: Employees	Lone working- violence and aggression	Staff injured or off work	Compromises service delivery	Low

Schedule 5

Resources

Introduction

This schedule provides details of the budgets, goods and services that have been made available by the partners and also outlines the key principles governing future budget setting and accounting for its use.

1.Summary of contributions to ARC Service Budget 2021-22

Partner Contributions	
Bridgend County Borough Council (50%)	£335,875
Cwm Taf Morgannwg Health Board (50%)	£335,875
Total Contributions	£671,750

- | | |
|------|---|
| 1.1 | The contributions identified are for Budget year 2021-22 |
| 1.2 | The budget will be updated on an annual basis as agreed by Partnership Management Group to reflect the agreed contributions from the partners to the pooled budget in line with Clause 9 of the agreement. |
| 1.3 | Other resource contributions to the service
Both partners are committed to disaggregating as much of their resources as possible to the direct joint service budget. However, it is acknowledged that this will not be feasible for all resource contributions and the future arrangements for these will be as follows |
| 1.3a | All strategically managed non-staff budgets

<i>Furniture and equipment, including IT equipment (re-provision,repairs and maintenance)</i>
It is logical for the pooled fund to meet these costs if it has generated sufficient surplus to enable this. However, where this is |

	<p>not possible partners will continue to be liable, either in proportion to their original budget contributions, or in accordance with specific existing contributions:-</p> <p>Re-provision- Service managers will be responsible for periodically identifying and presenting needs to the Partnership Management Group (where they cannot be met from the pooled fund), who will agree what needs can be supported by partner organisations' budgets.</p> <p>Premises related repairs and maintenance In accordance with lease agreement, the cost of maintaining the building within which the service operates – ARC, Quarella Rd, Bridgend CF31 1JN is the responsibility of the Health Board.</p>
1.3b	<p>Support Staff Budgets, such as HR, Finance and IT</p> <p>Partners will continue to meet their respective costs associated with supporting this service</p>
1.3c	<p>Insurance Costs – Premiums and Claims</p> <p>Premiums – each partner will be responsible for meeting any costs associated with their respective insurance cover arrangements.</p> <p>Claims- each partner will be responsible for meeting costs associated with any liability in accordance with paragraph 8 of the Agreement.</p>
1.3d	<p>Capital Charges</p> <p>Each partner will be responsible for meeting their own capital charges associated with the service.</p>

2. Financial Planning and budget setting process

2.1	<p>As stated in Clause 9 of the main agreement, participation in the budget setting process is as follows:-</p> <ul style="list-style-type: none"> • Partners shall use reasonable endeavours in each financial year to agree by 1st October draft budgets for the following financial year; • The partners shall aim to confirm final budgets and any changes to financial procedures by 28th February for the following financial year. • Partners must confirm final budgets for the following year by no later than 31st March (subject to pay award announcements likely to be made after 1st April each year)
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2.2 It is the responsibility of the PMG to produce a balanced budget for each financial year.

2.3 Either the partner or the pooled budget itself will be required to recognise known inescapable budget changes each year in the following ways.

Staff costs

Pay award, Increases in NI/ superannuation rates and employer contributions

Any shortfall in funding between pay award/employer contribution increase and actual cost increases associated with the current staff configuration will be treated as a cost pressure to be borne by the pooled fund.

Salary Increments

Both partners have a policy of assuming that incremental increases will be offset by turnover savings/alternative efficiency saving measures. The impact of the additional costs on the pooled fund will therefore need to be identified and considered as part of the budget setting process each year.

Staff re-gradings associated with reviews

Partners will make available any specific funding provision set aside for this purpose. Any shortfall in funding will be treated as a cost pressure for the pooled fund.

Cover costs for long term staff absences

Neither partner makes a budget provision to meet any costs associated with covering staff absences i.e it is instead assumed that service continuity can be maintained with the remainder of staff present, at no additional cost. However, where it is felt that a specific staff absence needs to be covered in some way (as without this provision of service continuity will be significantly affected) then a business case should be made to the PMG to make some cover arrangements – either by reconfiguring existing budgets or by the allocation of further funding from partners.

Non Staff Costs

Both partners will make available to the Pooled Fund any non-staff inflationary provision allocated by their funding bodies.

2.4 Clearly both the Council and the Health Board, in considering the budget requirement for the following financial year, shall also take account of, but not be limited to the following :-

	<ul style="list-style-type: none"> • Demographic changes • Service enhancement or reduction • Required efficiency savings targets/ quality improvement initiatives • Income streams • National Initiatives • Other cost pressures to be funded from existing resources. <p>These pressures shall be considered within the context of the overall local authority budget and with Health Commissioners, within the timescales identified at 2.1 above.</p>
2.5	<p>The Pooled Fund Manager shall ensure that any matters relating to the pooled budgets that might have a material impact on expenditure or income in future years are identified and reported to the PMG in time to be taken into account in the financial planning and budget setting process.</p>
2.6	<p>In respect of financial forecasting and budgets, the partners shall provide explanations, analysis and documentation as necessary, within the limitations identified in Paragraph 13 of the Agreement for the other partner to understand the basis of their planning assumptions and the contributions to the Pooled Fund. This Information will be made available at the same time as the financial forecasts are shared with the other Partner and the contribution to the Pooled Fund is confirmed.</p>

3. Performance Monitoring

3.1	<p>The Health Board will provide spend and projection information on their staff within 5 working days after the month end. Within 10 working days of the month end the Lead Provider shall provide combined spend and projection information to the Pooled Fund Manager.</p>
3.2	<p>The Pooled Fund Manager shall submit a quarterly report to the PMG on the financial and budgetary information listed in Schedule 6. This should be submitted as soon as possible after the end of each quarter, but in any event within 20 working days after the end of the quarter period.</p>

3.3	The process for addressing forecast overspends/underspends and taking appropriate action will be addressed by the PMG in accordance with Clause 7 of the agreement, i.e ultimately the council shall be responsible for any costs, claims, expenses and liabilities in excess of the Pooled Fund at any time, save that the partners shall be jointly responsible (in the proportions of their respective contributions of the Pooled Fund for the current financial year) for any such costs, claims, expenses or liabilities incurred with the agreement of the partners in accordance with the terms of this a Agreement.
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4. Year End Reporting

4.1	The Pooled Fund Manager shall submit an annual return to Partners at the end of each financial year in line with both partners' statutory and local deadlines regarding the income of the expenditure from the Pooled Fund.
4.2	In accordance with the Partnership regulations, the host of the Pooled Budget shall arrange for the external audit certification of the annual return and associated Partnership Account. All costs associated with this will be charged to the Pooled Fund.

5. Access to Financial Information

5.1	The Health Board and the Council shall make all relevant financial information and records available to the respective partner subject to any relevant financial constraints imposed by the Data Protection Act and whilst respecting commercial confidentiality and shall provide full explanations, exemplifications and advice in response to any reasonable question or request from any other partner in respect of these records.
5.2	The partners will assure the accuracy and completeness of financial information being presented under review through the PMG.

6. Contributions

6.1	For the avoidance of doubt, any personal contributions payable by Service Users towards any local authority services will continue to be collected by Council.
6.2	Therefore, the council will make its contribution to the Pooled Fund on a gross budget basis, without deductions for client contributions.
6.3	<p>The Health Board will bear responsibility for all costs associated with members of Staff employed by the Health Board. Such costs shall include but shall not be limited to:-</p> <ul style="list-style-type: none">• Salaries (including other contractual payment and expenses) and employers on-costs;• Redundancy payments, unfair and wrongful dismissal damages costs and expenditure incurred as a result of claims under the Transfer of Undertakings (Protection of Employment) Regulations 1981;• Damages, costs and expenditure in relation to sex, racial or disability discrimination claims, and equal pay claims;• Other claims for breach of employment contact; and
6.4	From time to time, there may be prospective clients who seek referral or are referred by other professionals who are not within the responsibility of the Council as not all Local Health Board boundaries are within the Council administrative area. In those cases, such clients will be dealt with on a case by case basis through negotiation by the council with the neighbouring Local Authority and where necessary also the Local Health Board.

7. Financial Administration Arrangements

7.1	Pooled Budget Finance Flows; the Council will invoice the Health Board each month for the Health Board's contribution to the fund. The invoice will be issued on the first working day of each new month, due for payment within 1 day of issue.
7.2	The Health Board will subsequently invoice the Council monthly to be reimbursed for the costs associated with any staff on the Health Board's payroll.

8. VAT

8.1	Given the nature of the joint service there are minimal VAT issues.
8.2	Bridgend County Borough Council, as host of the Pooled Budget, will incur expenditure on behalf of the partnership and recover VAT on eligible transactions in accordance with its local authority status.
8.3	This arrangement will clearly need to be reviewed should any future service reconfiguration increase the volume and value of VAT liable transactions.

9. Premises

9.1	The Health Board will make available, the service base at ARC Centre, Quarella Road, Bridgend CF31 1JN for continuous use by the service, and provide the necessary support and facilities management services consistent with their management of existing Health Board facilities.
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SCHEDULE 6

PARTNERSHIP MANAGEMENT GROUP AND GOVERNANCE

1. PMG Membership

The membership of the PMG will be as follows:-

- the Health Board's Service Group Manager for Mental Health - Bridgend Integrated Locality Group, or a deputy to be notified in writing in advance of any meeting;
- the Council's Head of Adult Social Care or a deputy to be notified in writing in advance of any meeting; and
- The Pooled Fund Manager
- Finance Officers from the Health Board and the Council

2. Role of PMG

The PMG shall

- Receive the necessary information as set out in this Schedule;
- Review jointly the operation of this Agreement and consider its renewal;
- Agree such variations to this Agreement from time to time as it thinks fit;
- Review the operation of the Single Assessment Process for all services where it applies and in particular (but without limitation) to ensure that it complies with all legal requirements;
- Review and agree annually the risk assessment and risk sharing protocol;
- Review and agree annually the Revised Annual Finance Agreement as at Schedule 5;
- Set such protocols and guidance as it may consider to be necessary to enable the Pooled Fund Manager to approve expenditure from the Pooled Fund;

	<ul style="list-style-type: none"> • Agree the terms of any proposed Care Contract for geographical areas outside of the Council or Health Board remit; • Consider progress on the Aims and Objectives at Schedule 1 and consult further where necessary; and • Provide an annual report on outcomes for information.
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3. PMG Support

	<p>The PMG will be supported by officers from the Council and the Health Board from time to time and they may be involved in assisting the PMG in implementation of the Aims and Objectives set out in Schedule 1.</p>
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4. Meetings

	<p>The PMG will meet at least quarterly at a time to be agreed and within ten (10) working days of receipt of each monthly report of the Pooled Fund Manager referred to below.</p> <p>The quorum for meetings of the PMG shall be a minimum of two (2) members, not counting the Pooled Fund Manager with at least one person from each of the partner organisations.</p> <p>Decisions of the PMG shall be made unanimously by those present.</p> <p>Minutes of all decisions shall be kept and copied to the Authorised Officers within seven (7) days of every meeting.</p>
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5. Delegated Authority

1	<p>The PMG is authorised within the limits of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:-</p> <ul style="list-style-type: none"> • Confirm and agree pursuant to Clause 9 the respective contributions of the Partners for the budget and the Revised Annual Finance Agreement;
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2	<ul style="list-style-type: none"> • To authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to the aggregate contributions of the Partners to the Pooled Fund, confirmed or agreed pursuant to Clause 9; and • To authorise or enter into any Care Contract.
3	<p>The PMG shall not be responsible for the direct management of any NHS staff or Council staff who are not employed within the ARC service as agreed in Schedule 4 or any amendment to it, who shall remain accountable to and the responsibility of their respective current employer.</p>
3	<p>Staff referenced at Schedule 4 shall be managed in accordance with arrangements set out in that Schedule.</p>

6. Pooled Fund Manager

	<p>The Pooled Fund Manager may delegate the day-to-day management of pooled funds in accordance with Health Board's Standing Financial Instructions.</p>
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7. Information and Reports

1	<p>The Pooled Fund Manager shall supply to the PMG on a quarterly basis the financial and activity information as referred to at Schedule 4 and as set out at Appendix 1 to this Schedule subject to any amendment in light of the Annual Plan to be prepared by the Pooled Fund Manager. The Annual Plan is referred to at Paragraph 6.1 of Schedule 1.</p>
2	<p>The Annual Plan, as revised annually thereafter will be the basis for delivery by the Health Board against the Agreement along with the content of the Revised Annual Finance Agreement. Any variation from it would need to be agreed by the PMG.</p>
3	<p>The Pooled Fund Manager will refine any remaining Aims and Objectives set out in Schedule 1 into targets and performance measures to be agreed by the PMG from time to time and in any event by 30th April following a strategic and financial review to be led by the PMG.</p>

8. Post Termination

	<p>The PMG shall continue to operate in accordance with this Schedule following any termination of this Agreement under Clause 10 but shall endeavour to ensure that the benefits of any Care Contracts are received by the Partners in the same proportions as their respective contributions at that time.</p>
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Appendix 1

FINANCIAL AND ACTIVITY REPORTING - QUARTERLY REPORT

The PMG shall receive a Quarterly Financial and Activity Report. This shall be prepared by the Pooled Fund Manager in collaboration with the Council's delegated Finance officer.

The report shall include any matters referred to the PMG for attention following any bi-monthly Executive meeting of the Health Board and shall cover:-

1. Finance

Schedule 5 outlines the nature and detail of the financial contributions of the Partners.

2. Service and Delivery Reporting Including:

- Annual Plan
- Operations
- Service Improvement

3. External Performance Data

Quarterly and annual Information on specific national performance indicators as identified and agreed.

Information to be reported to the Partnership Management Group

Performance Area	Key Deliverables	Frequency of Report
Finance	Income and expenditure with comparisons to budget with commentary on significant variances and proposed actions, including staff vacancies and recruitment.	Quarterly
Service and Delivery	<p>Annual Plan taking account of the objectives in Schedule 1 including any efficiency targets and Service Improvement recommendations identified.</p> <p>Level of staff absences as a percentage of total possible attendance.</p> <p>Human Resource issues needing attention of the PMG, including matters arising from quality audit.</p> <p>Number of Compliments, Complaints, incidents, Claims and breaches in confidentiality and data protection.</p> <p>Any other matters that the Operational Manager or Pooled Fund Manager considers needs the attention of the PMG</p>	<p>Annually</p> <p>Quarterly</p> <p>Quarterly</p> <p>Quarterly</p> <p>Quarterly</p>
External Performance Data	<p>Number of people referred to the service</p> <p>The source of the referrals to the service</p> <p>Number of Assessments carried out in the service</p> <p>Number of people leaving the service</p> <p>Destination of people leaving the service</p>	<p>Quarterly</p> <p>Quarterly</p> <p>Quarterly</p> <p>Quarterly</p> <p>Quarterly</p>
Annual Report	<p>Provide an annual report by 31st May each year regarding</p> <ul style="list-style-type: none"> • The income and expenditure of the Pooled Fund • Summary of variances from the agreed budget authorised by PMG through the year. • Report on performance against budget and targets • Other reasonably required information by which the partners can monitor the effectiveness of the Pooled Fund arrangements. 	Annually

SCHEDULE 7 - INFORMATION SHARING PROTOCOL

DEFINITIONS

The definitions in this table apply in this Schedule.

Data		means any information of whatever nature that, by whatever means, is provided to the Data Processor by the Data Controller, is accessed by the Data Processor on the authority of the Data Controller or is otherwise received by the Data Processor on the Data Controller's behalf, or the Data Processor as a "Data Controller" acquires to enable Service provision, for the purposes of the Processing set out in Annex 1 (below), which includes Personal Data as defined under Data Protection Legislation;
Data Loss Event		means any event that results, or may result, in unauthorised access to Personal Data held by the Data Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
Data Protection Impact Assessment		means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation		means (i) the GDPR and any applicable national implementing Law, as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of Personal Data and privacy; and (iii) all applicable law about the Processing of Personal Data and privacy;
Controller, Processor, Processing, Data Subject, Personal Data, Personal Data Breach,		shall have the meanings as are assigned to those terms in Data Protection Legislation;
Data Subject Access Request		means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
GDPR		means the General Data Protection Regulation (Regulation (EU) 2016/679);
Protective Measures		means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it; and

Sub-processor means any person appointed by the Data Processor to process Personal Data on behalf of the Data Controller in connection with this Agreement.

1. Roles of the Partners

- 1.1. The Partners acknowledges that, for the purposes of the Data Protection Legislation, the Partners are each a Data Controller in respect of the Personal Data processed under this Agreement.
- 1.2. Where either Partner is Processing Personal Data solely on behalf of the other Partner, that Partner will be a Data Processor and must comply with all of the provisions of this Schedule 7 except paragraph 3 (The Partner as a Controller).
- 1.3. To the extent that the Partner is a Controller in respect of Personal Data, the Partner must comply with all provisions of this Schedule 7 except paragraph 2 (The Partner as a Processor).

2. The Partner as a Data Processor

- 2.1. The only Processing that the Data Processor is authorised to do is listed in Annex 1 and may not be determined by the Data Processor. "Annex 1" to this Schedule sets out certain information regarding the Processing of the Personal Data, as required by Data Protection Legislation. The Partners may make reasonable amendments to Annex 1 by written notice from time to time in accordance with the provisions of this Agreement, as either party reasonably considers necessary to meet those requirements.
- 2.2. The Data Processor shall notify the Data Controller immediately if it considers that any of the Data Controller's instructions infringe the Data Protection Legislation.
- 2.3. The Data Processor shall provide all reasonable assistance to the Data Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Data Controller, include:
 - 2.3.1. a systematic description of the envisaged processing operations and the purpose of the Processing;
 - 2.3.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 2.3.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4. The Data Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- 2.4.1. comply with all applicable Data Protection Legislation in the Processing of Personal Data and shall not process any Personal Data other than on the Data Controller's written instructions in accordance with Annex 1 unless otherwise required to do so by Law, in which case the Data Processor shall to the extent permitted by Law inform the Data Controller of that legal requirement before the relevant Processing of that Personal Data;
- 2.4.2. ensure that it has in place Protective Measures, which have been reviewed and approved by the Data Controller as appropriate to protect against a Data Loss Event having taken account of the:
 - 2.4.2.1. nature of the data to be protected;
 - 2.4.2.2. harm that might result from a Data Loss Event;
 - 2.4.2.3. state of technological development; and
 - 2.4.2.4. cost of implementing any measures;
- 2.4.3. ensure that all its staff and sub-contractors (together referred to as "**Relevant Persons**") who may have access to the Personal Data do not process Personal Data except in accordance with this Agreement (and in particular Annex 1);
- 2.4.4. take all reasonable steps to ensure the reliability and integrity of any Relevant Persons who have access to the Personal Data and ensure that they:
 - 2.4.4.1. are aware of and comply with the Data Processor's duties under this paragraph;
 - 2.4.4.2. are subject to appropriate confidentiality undertakings with the Data Processor or any Sub-processor;
 - 2.4.4.3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Data Controller or as otherwise permitted by this Agreement; and
 - 2.4.4.4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 2.4.5. not transfer Personal Data outside of the EU except with the express prior written authority of the Data Controller and where the following conditions are fulfilled:
 - 2.4.5.1. the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer (in accordance with GDPR Article 46) as determined by the Data Controller;
 - 2.4.5.2. the Data Subject has enforceable rights and effective legal remedies;

- 2.4.5.3. the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Controller in meeting its obligations); and
 - 2.4.5.4. the Data Processor complies with any reasonable instructions notified to it in advance by the Data Controller with respect to the Processing of the Personal Data;
 - 2.4.6. at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on expiration or termination of the Agreement unless the Data Processor is required by law to retain the Personal Data.
- 2.5. Subject to paragraph 2.6, the Data Processor shall notify the Data Controller immediately if it:
 - 2.5.1. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.5.2. receives a request to rectify, block or erase any Personal Data;
 - 2.5.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 2.5.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 2.5.5. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
 - 2.5.6. becomes aware of a Data Loss Event.
- 2.6. The Data Processor's obligation to notify under paragraph 2.5 shall include the provision of further information to the Data Controller in phases, as details become available.
- 2.7. Taking into account the nature of the Processing, the Data Processor shall provide the Data Controller with full assistance in relation to either Partner's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Data Controller) including by promptly providing:
 - 2.7.1. the Data Controller with full details and copies of the complaint, communication or request;

- 2.7.2. such assistance as is reasonably requested by the Data Controller to enable the Data Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- 2.7.3. the Data Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- 2.7.4. assistance as requested by the Data Controller following any Data Loss Event;
- 2.7.5. assistance as requested by the Data Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Data Controller with the Information Commissioner's Office.

Sub-Processors

- 2.8. The Data Processor shall not engage another processor ("**Sub-processor**") without the prior written consent of the Data Controller. In the case of written consent, the Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of other processors or Processing, thereby giving the Data Controller the opportunity to object to such changes and revoke such consent.
- 2.9. Where the Data Processor engages another processor in accordance with paragraph 2.8, before the Sub-processor first processes any Personal Data, the Data Processor shall carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for Personal Data required by this Agreement.
- 2.10. The Data Processor acknowledges that the same data protection obligations as set out in this Agreement shall be imposed on the Sub-processor by way of a contract with the Data Processor. The Data Processor shall remain full liable for all acts or omissions of any Sub-processor.
- 2.11. The Data Processor shall provide to the Data Controller for review copies of the Data Processor's agreements with any Sub-processor as the Data Controller may request from time to time.

Enquiries and audit

- 2.12. The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with this paragraph and its obligations laid down by Data Protection Legislation and shall allow and contribute to audits, including inspections, of Data Processing activity conducted by the Data Controller or another auditor mandated by the Data Controller.
- 2.13. The Data Processor shall deal promptly and properly with all inquiries from the Data Controller relating to its Processing and will abide by the advice of the Information Commissioner with regard to the Processing of the data transferred.
- 2.14. The Partners agree that the Information Commissioner has the right to conduct an audit of the Data Processor and of any Sub-processor, which has the same scope

and is subject to the same conditions as would apply to an audit of the Data Processor under this Agreement or the Data Protection Legislation.

Data Loss Events

- 2.15. The Data Processor shall notify the Data Controller without undue delay upon the Data Processor or any Relevant Person or Sub-processor becoming aware of a Data Loss Event affecting Personal Data, providing the Data Controller with sufficient information to allow it to meet any obligations to report or inform Data Subjects of the Data Loss Event under Data Protection Legislation.
- 2.16. The Data Processor shall co-operate fully with the Data Controller and take steps as are directed by the Data Controller to assist in the investigation, mitigation and remediation of each such Data Loss Events.
- 2.17. The Data Processor shall provide reasonable assistance to the Data Controller with any Data Protection Impact Assessments, and prior consultations with the Information Commissioner, which the Data Controller reasonably considers to be required in relation to the Processing of the Personal Data, and taking into account the nature of the Processing and information available to the Data Processor.

Indemnity

- 2.18. The Data Processor must indemnify and keep indemnified the Data Controller against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the Data Controller, as a result of any claim made or brought by any person in respect of (i) any loss, damage or distress caused to that person as a result of the Data Processor's unauthorised Processing, unlawful Processing, destruction of and/or damage to any Personal Data processed by the Data Processor and (ii) any breach or non-performance by the Data Processor of any of the Data Controller's warranties, undertakings or obligations in this Schedule.
- 2.19. The Data Processor may not rely on a breach by a Sub-processor of its obligations in order to avoid its own liabilities.
- 2.20. Upon the expiration or termination of this Agreement, the Data Controller may request the Data Processor to either forward to the Data Controller or destroy all data (including Personal Data), information and other materials in relation to the Service by notice in writing to the Data Processor. The Data Processor shall comply with such a request within 15 Working Days of receipt.
- 2.21. Where a request under paragraph 2.20 requires the forwarding of the data, information and other materials to the Data Controller; the Data Controller and Data Processor shall jointly agree the format and medium by which the data will be transferred. Should an agreement regarding format not be reached the Data Controller shall prescribe a format. The Data Processor shall make all efforts to ensure it has systems and processes in place to ensure that the provisions of paragraph 2.20 can be met.

- 2.22. If data, information and materials are destroyed in accordance with paragraph 2.20 the Data Processor shall supply the Data Controller with a copy of a certificate of destruction confirming the destruction upon reasonable request by the Data Controller.
- 2.23. The Data Processor shall indemnify and keep the Data Controller indemnified in respect of any claims, losses, costs, expenses, demands and liabilities arising from costs relating to its duties under paragraph 2.20.
- 2.24. The Data Processor shall make available to the Data Controller all information necessary upon request to demonstrate compliance with this Schedule.

3. The Partner as a Controller

- 3.1. Whenever the Partners are Processing Personal Data as a Controller, the Partner must at all times:
 - 3.1.1. comply with its obligations under the Data Protection Legislation;
 - 3.1.2. not transfer any Personal Data obtained pursuant to the provision of the Services outside the European Economic Area without the prior written consent of the other Partner; and
 - 3.1.3. maintain appropriate technical and organisational security measures in order to comply with its obligations under Article 32 of the GDPR.

Annex 1: Details of Processing

1. The Data Processor shall comply with any further written instructions with respect to Processing by the Data Controller.
2. Any such further information shall be incorporated into this Schedule.

Subject matter of the Processing:

Assisting Recovery in the Community (ARC) is delivered through an integrated mental health and social care model between Bridgend County Borough Council & Cwm Taf Morgannwg University Health Board. It provides a person-centred service promoting the recovery of a person from an episode of mental ill health. In accordance with the agreed local plans, this will include:- Preventative Services, Signposting – Advice and guidance, Short term Support, Occupational Therapy, Activity Planning, Employment support and advice, Social Support.

Duration of the Processing:

The duration of the agreement is for a period of four years, from 1st April 2021 – 31st March 2025 and the duration of the processing will correspond with these dates.

Nature and purposes of the Processing:

The service does not keep specific information on any individual other than what is required as identified below. The service collects and keeps data on numbers of people referred, age ranges etc and some information on what people present to the service with, but this is basic data, with no identifiable information. This data is reported quarterly to the two partners through the Partnership Management Group, along with information on staffing, vacancies, sickness levels and finance report which is provided by the finance officer from BCBC as the lead organisation.

Type of Personal Data:

The service keeps basic information contained securely within a spreadsheet such as name, DoB, address and telephone number for people who directly contact the service for information and advice. Paper records of the outcome are kept also keep paper records of the contact and advice given – this will include name, DoB, address and these are filed and stored securely and all staff in the team have access to this.

For those people who are formally referred by another service or professional the service keeps information on the WCCIS system – name, DoB, address. All staff in the team can view this information.

The service does not keep images, information on pay or any biometric data

Categories of Data Subject:

Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that data:

Retention will be in line with Health Board Record retention schedule.