



SECTION 33 AGREEMENT RELATING TO THE LEAD COMMISSIONING AND INTEGRATED PROVISION OF FRAILTY SERVICES AND THE ESTABLISHMENT OF A POOLED BUDGET

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Article I. Report History

Section 1.01 Document Location

This document is only valid on the day it was printed.

The document will be held within a centralised file within the lead commissioning team.

Section 1.02 Revision History

Date of this revision:

Date of Next revision:

Revision date	Previous revision date	Summary of Changes	Changes marked
10/03/16	2011	Updated to reflect pooled budgets, Programme Director role, revised governance structure post Apr 16, financial arrangements.	No

Section 1.03 Approvals

This document requires approval from all Frailty partners legal departments.

The signed approval forms, in accordance with the template on page 66, are separate to this document.

Section 1.04 Distribution

This document has been distributed to

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Claire Marchant	Director of Social Services - Monmouthshire	10/03/2016	1.0
Dave Street	Director of Social Services - Caerphilly	10/03/2016	1.0
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Sian Millar	Director of Community Services - ABUHB	10/03/2016	1.0
Sue Evans	Director of Social Services - Torfaen	10/03/2016	1.0

Key Partners / Stakeholders	
Blaenau Gwent	Aneurin Bevan University Health Board
Newport	Monmouthshire
Torfaen	Caerphilly

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1 EFFECTIVE DATE OF THIS AGREEMENT - 1st APRIL 2016

2 PARTIES

- 2.1 **TORFAEN COUNTY BOROUGH COUNCIL** of Civic Centre, Pontypool, NP4 6YB ("**Torfaen CBC**");
- 2.2 **BLAENAU GWENT COUNTY BOROUGH COUNCIL** of Municipal Offices, Civic Centre, Ebbw Vale, NP23 6XB ("**Blaenau Gwent CBC**");
- 2.3 **CAERPHILLY COUNTY BOROUGH COUNCIL** of Penallta House, Tredomen Park, Ystrad Mynach, Hengoed, CF82 7PG ("**Caerphilly CBC**");
- 2.4 **MONMOUTHSHIRE COUNTY COUNCIL** of County Hall, Rhadyr, Usk, Monmouthshire. NP15 1GA ("**Monmouthshire CC**");
- 2.5 **NEWPORT CITY COUNCIL** of Civic Centre, Newport, NP20 4UR ("**Newport CC**"); and
- 2.6 **ANEURIN BEVAN UNIVERSITY LOCAL HEALTH BOARD** of Headquarters St. Cadocs Hospital, Caerleon, Newport. NP18 3XQ ("**Health Board**").

3 BACKGROUND

- 3.1 Each Council commissions and provides social care for individuals ordinarily resident in the Locality for which it is responsible.
- 3.2 The Health Board plans & delivers health services for individuals usually resident in the geographic areas of Blaenau Gwent, Caerphilly, Monmouthshire, Newport & Torfaen Localities.
- 3.3 Section 33 of the National Health Service (Wales) Act 2006 grants powers: -
- 3.3.1 for local authorities to exercise prescribed NHS functions and for the local health board to exercise prescribed local authority health - related functions, and
 - 3.3.2 for local authorities and the local health board to establish and maintain pooled funds out of which

payment may be made towards expenditure incurred in the exercise of prescribed local authority health-related functions and prescribed NHS functions.

3.4 The Partners wish to: -

3.4.1 formalise arrangements following the 'initial period' within and across the Localities and develop, deliver and improve the Frailty Services with overarching aims and objectives, but with scope for variation on scale and size within and across each of the Localities to ensure best value and evidenced based service models are designed and delivered for the residents of all Localities in line with future integration plans across the geographic area.

3.4.2 develop and deliver the Frailty Services over the period to 2020/21 in line with the Welsh Government Invest to Save Funding repayment timeline. Confirm relative responsibilities for organisation, loan repayment and development of a sustainable medium term plan.

3.4.3 appoint the Frailty Lead Commissioner; and

3.4.4 establish a pooled fund, which shall include each Partner's declared contribution and additional appropriate funding contribution for a sustainable service following implementation of the 'initial period' to replace the Invest to Save Funding previously utilised. This will be used to support the integrated delivery of the Frailty Services and Lead Commissioner and Central Costs (as calculated in accordance with appendices in Schedule 6).

3.5 The Partners are entering into this Agreement in exercise of the powers referred to in Section 33 of the Act and the Regulations to the extent that the exercise of these powers is required.

3.6 The Partners have jointly carried out consultations with those persons who appear to be affected by these Arrangements in satisfaction of the requirements

of Regulation 4(2) of the Regulations. The details of who has been consulted and the method of consultation are set out in Schedule 4 of this Agreement.

3.7 Each of the Executive Bodies has provided authorisation to enter into this Agreement.

3.8 The Partners are satisfied that these Arrangements are consistent with the objectives of the Health, Social Care and Well-being Strategies operating in each of the Localities.

3.9 The Partners shall ensure compliance with the provisions of the Welsh Language Act 1996 in relation to the Arrangements.

4 DEFINITIONS AND INTERPRETATION

4.1 In this Agreement the following expressions shall have the following meanings:

"Act"

means the National Health Service (Wales) Act 2006

"Agreement"

means this agreement

"Annual Review"

means a review held in accordance with Clause 31

"Arrangements"

means the arrangements described in this Agreement for the establishment of the Frailty Services, in particular as described in Clause 7

"Approved Provider(s)"

means the provider(s) of services, which are included within the Frailty Services, who have been approved by the Gwent Frailty Joint Committee (GFJC) in accordance with Clause 11

"Breaching Partner"

means any partner who commits a material breach of its obligations under this Agreement as defined in Clause 36.1

"Budget Holder"

means those representative(s) from each of the Partners authorised to: -

(i) approve the purchase of goods and services and
(ii) ensure overall budget management for each Partner and Locality in terms of the following: -

- Staff Costs (including on costs);
- Non Pay expenditure (all other expenditure);
- Management of additional expenditure and savings plans

"Carers"

means those individuals providing care, help and support to Service Users, excluding those individuals who are employed or engaged by the Partners to provide such care, help and support. Carers include adults caring for other adults, parents caring for ill or disabled children under the age of 18, or young carers aged 18 or under who care for another family member

"Central Costs"

means costs incurred over and above the operational costs incurred directly in the delivery of the Frailty Service in each Locality. These are Lead Commissioner Team costs, SPA expenditure, audit fees and any other agreed expenditure incurred by the Lead Commissioner

"Commencement Date"

means 01 April 2016

"Commissioning Services"

means the services to be provided by the Lead Commissioner in performance of its obligations as Lead Commissioner pursuant to the Agreement

"Commissioning Staff"

means those persons from time to time engaged by the Frailty Lead Commissioner as part of the Lead Commissioning Team

"Commissioning Transfer Date"

means the date on which responsibility for the provision of a Lead Commissioning Team transfers from the Outgoing Frailty Lead Commissioner to the Incoming Frailty Lead Commissioner

"Community Equipment"

means all equipment provided to Service Users as part of the Frailty Services (which for the avoidance of doubt shall be provided by GWICES)

"Community Resource Team (CRT) / Integrated Service Team (IST)"

means the Team established in each Locality to deliver the Frailty Services

"Community Resource Team Manager / Integrated Service Team Manager"

means the individual employed in each Locality to line manage the Community Resource Team / Integrated Service Team

"Councils"

means Blaenau Gwent County Borough Council, Caerphilly County Borough Council, Monmouthshire County Council, Torfaen County Borough Council and Newport City Council and their statutory successors

"Council Functions"

means such of those functions referred to in Regulation 6 of the Regulations and which are exercised by the Councils in relation to the Arrangements insofar as they are exercised for the purposes of the commissioning and delivery of the Frailty Services. This is subject to any exclusion agreed between the Partners or as provided in the Regulations

"Effective Date of Transfer"

as defined by any Court or Tribunal of competent jurisdiction

"Employment Liabilities"

means without limitation any and all costs, claims, fines, liabilities or expenses however arising from:

- (a) the employment of any persons;
- (b) the termination of such employment;
- (c) the termination of any collective agreement;
- (d) any dispute whether or not the subject of litigation in any court or tribunal which relates to such employment or collective agreement or their termination.

"Executive Bodies"

means the Board of the Health Board and each of the Cabinets of each of the Councils.
"Executive Body" shall be interpreted accordingly

"Financial Contribution"

means the revenue contributions made to the Pooled Fund by the Partners

"Financial Year"

means a year commencing on 1st April in one calendar year and ending on 31st March in the subsequent calendar year

"First Financial Year"

means the Financial Year running from the Commencement Date to 31 March 2017

"Frailty Lead Commissioner"

means the Partner appointed as such by the GFJC, and which, at the Commencement Date, shall be Caerphilly CBC

"Frailty Members"

the members of the GFJC with delegated decision-making (voting) powers

"Frailty Project"

means the lead commissioning and integrated provision of the Frailty Services and the establishment of a pooled budget for the five localities in Gwent and implemented by six Community/Integrated Resource Teams (two for Monmouthshire)

"Frailty Services"

means the Community Resource Team (CRT) or Integrated Service Team (IST) providing integrated Urgent Response, Reablement and Falls services within each Locality pursuant to the terms of this Agreement and as further described in Locality Annual Commissioning Plans (LDPs).

"FSO"

means Financial Standing Orders

"Functions"

means the Council Functions and the Health Board Functions

"Goods and Services"

means the contributions identified in Schedule 8

"Gwent Frailty Joint Committee" (GFJC)

means the committee as referred to in Clause 13 established by the Partners to oversee the Arrangements and whose constitution and terms of reference are set out in Schedule 1

"GWICES"

means the Gwent Wide Integrated Community Equipment Service used by the Frailty Services and established by the Partners in accordance with a separate Section 33 Agreement entered into by the Partners in 2008

"Health Board"

means Aneurin Bevan Local Health Board and its statutory successor

"Health Board Functions"

means such of those statutory NHS functions referred to in Regulation 5 of the Regulations and which are exercised by the Health Board in relation to the Arrangements insofar as they are exercised for the purposes of commissioning and delivering the Frailty Services. This is subject to any exclusion agreed between the Partners or as provided in the Regulations

"Implementation Plan"

means the document prepared by the Council and the Health Board in each Locality outlining how they plan to implement the Frailty Services within their respective Locality and included in each LDP

"Indemnifying Partner"

means any partner who incurs liability as defined in Clause 27.1

"Initial Period"

means the period from the Commencement Date of the Agreement to 31 March 201

"LDP"

Means annual Locality Delivery Plan as set out in Schedule 10

"Lead Commissioning Team"

means the team of individuals appointed by the Frailty Lead Commissioner in accordance with Clause 15

"Lead Locality Partner"

means the Partner in each Locality who may in the future be designated as the Lead Locality Partner for that Locality, who for the avoidance of doubt, can be either the Council or the Health Board. In the First Financial there will be no Lead Locality Partner but this is subject to review in future financial years

"Localities"

means the localities of Torfaen, Blaenau Gwent, Caerphilly, Monmouthshire and Newport being the areas of responsibility for the Health Board and Torfaen CBC, Blaenau Gwent CBC, Caerphilly CBC, Monmouthshire CC and Newport CC respectively

"Locality Finance Staff"

means the Locality Partner finance staff nominated to deal with financial issues relating to the Frailty Services

"Month"

means a calendar month

"Operational Co-ordinating Group (OCG)"

means a subgroup of the GFJC established in accordance with Clause 13.1 and whose terms of reference are set out at Schedule 2

"Partner"

means each of the Councils and the Health Board and **"Partners"** shall be construed accordingly

"Pooled Fund"

means the pooled fund as described in Clause 14

"Pooled Fund Manager"

means the individual within the Lead Commissioning Team appointed by the Frailty Lead Commissioner, who shall be responsible for managing the Pooled Fund

"Quarter"

means each of the following periods in a Financial Year:

1st April to 30th June

1st July to 30th September

1st October to 31st December

1st January to 31st March

and “**Quarterly**” shall be construed accordingly

"Regulations"

means the NHS Bodies and Local Authorities Partnership Arrangements (Wales) Regulations 2000 SI No 2993 as amended or replaced from time to time

“Relevant Locality”

means the Locality for which the Breaching Partner is responsible

"Service Specifications"

means the service specification for each Locality as set out in Schedule 10 (Locality Annual Commissioning Plan) as may be amended from time to time

"Service Users"

means those individuals who are assessed by the CRTs or ISTs as eligible to receive the Frailty Services. "Service User" shall be construed accordingly

"Single Point of Access (SPA)"

means the single point of access IT system procured to support the Frailty Services

"Staff"

means those persons from time to time engaged by a Partner or the Frailty Lead Commissioner for the purposes of fulfilling its obligations under this Agreement

"Staff Costs"

means any costs, claims, liabilities, expenses and/or demands including any pension liabilities made against, suffered or incurred by a Partner as a result of any member of Staff being made redundant upon termination of this Agreement in the event that TUPE does not apply and alternative deployment arrangements cannot be agreed between the Partners or, where applicable, with the relevant member of Staff

“Terminating Partner”

means any Partner who by their actions causes the termination of this Agreement as defined in Clause 36

"TUPE"

means the Transfer of Undertakings (Protection of Employment) Regulations 2006

"Invest to Save Funding"

means a loan from the Welsh Government to the Partners in order to facilitate the delivery of the Frailty Services

"Working Day"

means 8.00am to 8.00pm, Monday to Friday (inclusive) including weekends and public holidays. These times may vary in each Locality and will be detailed in the LDP for each Locality

4.2 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.

4.3 The headings of the Clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant Clauses to which they relate.

4.4 References to Schedules are references to the schedules to this Agreement and a reference to a Paragraph is a reference to the paragraph in the Schedule containing such reference.

4.5 References to a person or body shall not be restricted to natural persons and shall include a company, corporation or organisation.

4.6 Words importing the one gender only shall include the other genders and words importing the singular number only shall include the plural.

5 AIMS, BENEFITS AND OUTCOMES

5.1 The aims, benefits and intended outcomes of the Partners in entering in to this Agreement are to: -

- 5.1.1 provide efficient and effective integrated Frailty Services to Service Users who are resident in the Localities, and aspire to provide equal outcomes and equitable provision across all Localities;
- 5.1.2 enable Service Users with various conditions, disabilities and medical conditions who require assistance to perform essential activities in respect of daily living, to maintain their independence and enable the delivery of care within their own homes;
- 5.1.3 procure goods and services (including Community Equipment), in order to maintain and promote independent living for Service Users;
- 5.1.4 provide a free phone advice and information service (based on a Single Point of Access (SPA)) for professionals;
- 5.1.5 provide the best value Frailty Services to Service Users and develop them in line with evidence based research and national and local priorities for health and social care;
- 5.1.6 treat all Service Users and Carers with dignity and respect and actively seek Service User and Carer views regarding the development of, and changes in, the provision of the Frailty Services;
- 5.1.7 maintain the partnership between the Partners, Service Users, Carers, voluntary organisations and suppliers of goods and services including Community Equipment;
- 5.1.8 maintain close working links with the staff within each partner organisation and the Lead Commissioning Team; and

5.1.9 further develop a quality-management system covering activity data, workforce data, financial management and performance framework for continuous service improvement including risk management and workforce training.

5.2 The Arrangements shall ensure that: -

5.2.1 the Frailty Services shall be overseen by the Frailty Lead Commissioning Team on behalf of the OCG and GFJC, together with management by the relevant Council and the Health Board. Subject to ensuring congruence with the aims of this agreement, within each Locality and NCN area the Frailty Services provided may differ for local reasons and this will be reflected in LDPs, with the expectation that Gwent wide solutions, where appropriate, will be pursued;

5.2.2 the Frailty Services are redesigned to best meet the needs of the appropriate citizen group, responding to the Cordis Bright review (2014) recommendations and have a customer focused culture;

5.2.3 there is an available source of Community Equipment to meet assessed need and provide a responsive delivery and equipment installation service within set standards and guidelines (as laid down in the Service Specification);

5.2.4 prescribed timescales for delivery and collection of Community Equipment are met and any issues between the Frailty Services and the GWICES are resolved quickly;

5.2.5 timely and detailed management reports and information are provided which allow the Partners to monitor and evaluate the delivery of the Frailty Services in each Locality (either by the relevant Council and Health Board, or by any Approved Providers), and highlight the

trends in service demand for provision of the Frailty Services;

5.2.6 Frailty information technology/systems used at Lead Commissioner level, SPA level and Locality level by CRTs are mandated and maximised to ensure there are developments that enhance the delivery of the Frailty Services, and demonstrates value for money and year-on-year efficiency gains;

5.2.7 there is consolidation and continuous review and re-engineering of service provision, business processes and procurement to ensure the most efficient, cost effective systems are in place which improve service delivery and release monies for investment in the Frailty Services for residents in the Localities.

6 DURATION OF THE AGREEMENT

6.1 This agreement shall be deemed to replace the original 'initial period' agreement and shall come into force on the commencement date of 1st April 2016.

6.2 The Agreement shall continue in force until it is terminated in whole or in part on one of the following grounds:

6.2.1 on not less than 12 Months' written notice to expire at the end of the next Financial Year by one Partner to withdraw from the partnership (the "Withdrawing Partner") to the others and, in such case, termination shall be limited to termination of the Agreement insofar as it relates to the Terminating Partner only and Clause 36.6 shall apply. Where the Withdrawing Partner is the Health Board, such notice to terminate may relate to all or any one or more of the Localities;

6.2.2 in accordance with the provisions of Clause 36; or

6.2.3 by written agreement between all of the Partners and Clause 36.8 and 36.9 shall apply.

EXCEPT THAT the Invest to Save Funding loan repayments are scheduled for payment on an agreed basis ending in March 2021 and such arrangements shall continue until all payments have been made.

7 DETAILS OF THE ARRANGEMENTS AND FUNCTIONS

7.1 The Partners have agreed that in accordance with Section 33 of the Act and with effect from the Commencement Date, they will implement or will have implemented the following arrangements: -

7.1.1 the continuation of Caerphilly County Borough Council as lead commissioner for the Frailty Services;

7.1.2 the continuation of Annual Locality Commissioning Plans (LDPs) for the integrated delivery of the Frailty Services, with specific reference to Gwent wide strategies for service provision;

7.1.3 the establishment and maintenance of a total Pooled Fund for expenditure on the Frailty Services;

7.1.4 Council Functions will be delegated to the Health Board to enable individuals engaged by the Health Board to perform Council Functions as an officer of the Health Board in the delivery of the Frailty Services;

7.1.5 Health Board Functions will be delegated to the Councils to enable individuals engaged by each Council to perform Health Board Functions as an officer of the Council by which they are engaged in the delivery of the Frailty Services;

7.1.6 the Health Board will delegate the Health Board Functions to the Frailty Lead Commissioner to the extent necessary to enable the Frailty Lead Commissioner to exercise those Health Board Functions in conjunction with the Council Functions when carrying out the Commissioning Services; and

- 7.1.7 the delegation by the Councils of the Council Functions to the Frailty Lead Commissioner to the extent necessary to enable the Frailty Lead Commissioner to exercise those Council Functions in conjunction with the Health Board Functions when carrying out the Commissioning Services.
- 7.2 These Arrangements are intended to benefit the Service Users and Carers, and in each Locality, any Frailty Services which are provided by the relevant Council and/or the Health Board shall be commissioned by the Lead Commissioning Team on behalf of the GFJC through agreed LDPs.
- 7.3 The Pooled Fund Manager will collect the agreed financial contributions from the Partners and pool these funds in order to reimburse Partners for all financial transactions that are incurred in line with the financial plan approved by the GFJC. This pooled fund will also be used to repay the Welsh Government Invest to Save loan awarded to the Gwent Frailty Partnership., Details of all financial transactions incurred by Partners will be forwarded to the Pooled Fund Manager to produce a consolidated account.
- 7.4 In accordance with the provisions of Schedule 3, the Frailty Lead Commissioner is accountable to: -
- 7.4.1 the Health Board for those of the Health Board Functions which the Frailty Lead Commissioner exercises on its behalf; and
 - 7.4.2 each of the Councils for those of the Council Functions which the Frailty Lead Commissioner exercises on their behalf;
 - 7.4.3 all Partners for the delivery of Commissioning Services in accordance with this Agreement; and
 - 7.4.4 all Partners for the fulfilment of its obligations under this Agreement.
- 7.5 Pursuant to the terms of this Agreement and in exercise of the relevant Functions, the Frailty Lead Commissioner shall be responsible for: -

- 7.5.1 commissioning the Frailty Services by recommending LDPs to the GFJC;
 - 7.5.2 the establishment and management of the Pooled Fund in accordance with Clause 14, and ensuring that the repayment of the Invest to Save Funding occurs in the agreed timescales;
 - 7.5.3 any decision making in accordance with Schedules 1 and 2; and
 - 7.5.4 any other matters as determined by the GFJC, subject to the written consent of the Frailty Lead Commissioner.
- 7.6 Where the current Frailty Lead Commissioner decides that it no longer wishes to act as Frailty Lead Commissioner, it shall give the GFJC 12 Months' notice in writing to be effective from the end of the following Financial Year. The GFJC shall, prior to the expiry of the notice period, decide which Partner shall take the place of the current Frailty Lead Commissioner as Frailty Lead Commissioner with effect from the date that the notice expires.
- 7.7 Where the GFJC decides that it no longer wishes the current Frailty Lead Commissioner to act as Frailty Lead Commissioner, the GFJC shall give the current Frailty Lead Commissioner 12 Months' notice in writing of this which shall be effective from the end of the following Financial Year. The GFJC shall, prior to the expiry of the notice period, decide which Partner shall replace the current Frailty Lead Commissioner as Frailty Lead Commissioner with effect from the date that the notice expires.
- 7.8 Where:-
 - 7.8.1 the current Frailty Lead Commissioner gives the GFJC notice in writing that it no longer wishes to act as Frailty Lead Commissioner in accordance with Clause 7.6 above; or
 - 7.8.2 the GFJC gives the current Frailty Lead Commissioner notice in writing that it no longer wishes the current

Frailty Lead Commissioner to act as Frailty Lead Commissioner in accordance with Clause 7.7 above,

the GFJC may agree that the Partner which shall take the place of the current Frailty Lead Commissioner as Frailty Lead Commissioner may do so on a date prior to the date that the 12 Month notice period expires, and the current Frailty Lead Commissioner will cease to be Frailty Lead Commissioner with effect from that date subject to the approval of the Partners.

- 7.9 In the event that the GFJC is unable to agree which Partner shall be appointed as Frailty Lead Commissioner in the circumstances described in Clause 7.6 or 7.7, this Agreement will terminate automatically upon expiry of the 12 Month notice period given by the current Frailty Lead Commissioner or by the GFJC pursuant to Clause 7.6 or 7.7 (as applicable).

8 FULFILMENT OF FUNCTIONS

- 8.1 It is the Partners' intention that the Arrangements shall be the mechanism through which the Functions shall be fulfilled.
- 8.2 Nothing under this Agreement shall affect the liabilities of the Partners to any third parties for the exercise of their respective functions and obligations.

9 NOTIFICATION TO THE WELSH GOVERNMENT

- 9.1 In accordance with the relevant guidance, the Partners agree that they shall notify the Welsh Government of the exercise of the flexibilities in Section 33 of the Act and the Regulations in relation to the Arrangements.

10 GENERAL PRINCIPLES

- 10.1 In relation to the Arrangements, the Partners shall:
- 10.1.1 treat each other with respect and an equality of esteem;
 - 10.1.2 be open with information about the performance and financial status of each;

- 10.1.3 provide early information and notice about relevant problems; and
- 10.1.4 co-operate with each other to agree joint protocols and any variance in such protocols as may be required from time to time.
- 10.1.5 not pass a burden of service demand onto another partner, through local organisational actions.

11 APPROVED PROVIDERS

- 11.1 The Frailty Lead Commissioner shall only enter into contracts (pursuant to Clause 7.5) with organisations which have been approved from time to time by the GFJC.
- 11.2 As at the Commencement Date the Frailty Services shall be provided by the Health Board and Council for each Locality and/or across Localities, either through current in-house arrangements or through existing contractual arrangements.
- 11.3 The SPA is provided as an internal system via the Lead Commissioner and provides a single point of access to a directory of services for all referrals both Health and Social Care. This will enable information sharing by all Partners.

12 FINANCIAL GOVERNANCE AND SCHEME OF DELEGATION

- 12.1 The Lead Commissioning Team shall produce and keep updated the financial governance arrangements and scheme of delegation in respect of the lead commissioning and integrated provision of the Frailty Services and operation of the Pooled Fund. Full details of the Scheme of Delegation are shown in Schedule 11.
- 12.2 The OCG shall review operational arrangements and recommend to the GFJC any changes to the Scheme of Delegation that are considered necessary.
- 12.3 Financial governance for the Frailty Lead Commissioner shall be in line with the FSO of the Frailty Lead Commissioner. The Scheme of Delegation in relation to

the Localities and the operation of the Pooled Fund will be in accordance with Schedule 11.

13 GOVERNANCE ARRANGEMENTS

13.1 The operational governance arrangements will be conducted via the OCG, which has been established as a sub-committee of the GFJC to provide advice and support to: -

13.1.1 the GFJC in the exercise of its functions as described in this Clause 13; and

13.1.2 the Frailty Lead Commissioner in the performance of its obligations under this Agreement including decision making pursuant to Clause 7.

13.2 The Terms of Reference of the OCG are set out in Schedule 2, and shall be adhered to at all times.

13.3 The various work streams established by the GFJC will carry out their responsibilities as agreed by the GFJC – specifically the Finance Sub group and the Performance Information Sub Group will act as advisory groups to the Programme and ensure consolidated reporting is consistent from partners.

13.4 The GFJC has been established by the Partners to: -

13.4.1 implement strategy as agreed by the Executive Bodies;

13.4.2 approve financial plans and budget levels and budget allocations within the Frailty Services;

13.4.3 determine and agree all corporate and clinical governance arrangements for the Frailty Services;

13.4.4 review budget performance and other performance measures and recommend actions to be taken;

- 13.4.5 receive reports on the operation of the Arrangements and in respect of the Pooled Fund and recommend actions to be taken;
 - 13.4.6 oversee, monitor and evaluate the Arrangements including the management of the Pooled Fund and review of the Service Specification as outlined in LDPs;
 - 13.4.7 oversee and co-ordinate the OCG and the various sub groups and work streams;
 - 13.4.8 seek to resolve any disputes between the Partners and/or the Frailty Lead Commissioner;
 - 13.4.9 ratify Implementation Plans as shown in the LDP for each Locality; and
 - 13.4.10 approve any variations to the Arrangements where financial impact is considered to be material, taking into account procedures and/or limits outlined in Scheme of Delegation.
- 13.5 The terms of reference and constitution of the GFJC are set out in Schedule 1 and the Partners shall ensure that these are complied with at all times.
- 13.6 The GFJC is based on a partnership working group structure. Each Frailty Member shall be an Independent Member of the Health Board or Cabinet / Executive Member of the Councils and will have individual delegated responsibility from the Partner employing them to make decisions which enable the GFJC to carry out its objectives, roles, duties and functions as set out in this Clause 13 and Schedule 1. Subject to Clause 36.1, any decision taken by the Gwent Frailty Joint Committee shall be based on consensus as set out in Schedule 1.
- 13.7 The Executive Bodies may jointly agree from time to time to modify, extend or restrict the remit of the GFJC as set out in this Clause 13 and Schedule 1. Any such decision will be made by the GFJC on the basis of consensus as set out in Schedule 1. In addition, the Executive Bodies shall: -

- 13.7.1 set the strategic direction for the Arrangements; and
 - 13.7.2 receive performance reports and recommend specific courses of action.
- 13.8 At Locality level, governance arrangements are to be conducted via the Integrated Partnership Boards as outlined in Schedule 2. These will be represented by both operational and financial staff who are employed by the Health Board and the relevant Local Authority within each Locality and will meet on a monthly basis with a strategic manager acting as chair.
- 13.9 Scrutiny arrangements for the Frailty programme will be in accordance with each organisations constitutional framework.

Note – it is expected that the current Frailty Governance structure will be changed from April 2016, led by the replacement of the GFJC with The Partnership Board. It is anticipated that The Partnership Board will have similar roles and responsibilities, including decision making, as the current GFJC; the Terms of Reference (TORs) for The Partnership Board are still being developed. Once the TORs are agreed and implemented, then The Partnership Board will replace the GFJC. Upon completion of this change, the revised governance structure at Schedule 2 will be introduced.

14 THE POOLED FUND

- 14.1 The Frailty Lead Commissioner shall be responsible for the commissioning of the Frailty Services in accordance with this Agreement on behalf of the GFJC and, with effect from the Commencement Date, shall establish and host the Pooled Fund for the purposes of Regulations 7(4) and (6) of the Regulations.
- 14.2 The Chief Executive Officer of the Frailty Lead Commissioner shall have overall responsibility for ensuring that the Frailty Lead Commissioner properly fulfils its obligations under this Agreement in respect of the Pooled Fund and the commissioning and procurement of Frailty Services within each Locality. All financial decisions are outlined in the Scheme of Delegation.
- 14.3 Without prejudice to Clause 14.2, the Chief Executive Officer of the Frailty Lead Commissioner shall ensure proper arrangements are in place for: -

- 14.3.1 the commissioning and procurement of the Frailty Services;
 - 14.3.2 the management of the Pooled Fund; and
 - 14.3.3 the management of Central Costs.
- 14.4 The Frailty Lead Commissioner shall ensure that arrangements are in place to account for all monies in the Pooled Fund on behalf of itself and the other Partners. The Frailty Lead Commissioner shall provide the financial administrative systems for the Pooled Fund and shall provide financial and management accountancy support to all Localities and Partners.
- 14.5 The monies held in the Pooled Fund may only be used for expenditure on Frailty Services as identified in this Agreement, and may not be transferred out of the Pooled Fund for expenditure on other services. The Partners may only depart from this strategy with the approval of the GFJC.
- 14.6 Provided that such expenditure otherwise complies with this Agreement, the monies in the Pooled Fund may be expended on Council Functions and Health Board Functions in different proportions to that in which each Partner shall have contributed to the Pooled Fund.
- 14.7 The Frailty Lead Commissioner shall appoint the individual within the Lead Commissioning Team as the Pooled Fund Manager, and he/she will be authorised to delegate any duties and responsibilities as he/she deems appropriate within the delegated authorised limits.
- 14.8 On behalf of the Frailty Lead Commissioner, the Pooled Fund Manager shall have the following duties and responsibilities: -
- 14.8.1 managing the Pooled Fund and organising the preparation of Financial Year end memorandum accounts ready for external audit;
 - 14.8.2 without prejudice to Clause 20 ensuring that expenditure from the Pooled Fund does not exceed the financial resources available;

- 14.8.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Arrangements, the Frailty Services and the Pooled Fund;
- 14.8.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund for not less than 6 years excluding the year to which the record relates;
- 14.8.5 ensuring arrangements are in place to prepare consolidated monthly financial reports for Partners and the OCG and consolidated quarterly reports for the GFJC. In addition, annual income and expenditure reports in respect of operation of the Pooled Fund together with a copy of Final Financial year-end audited memorandum accounts;
- 14.8.6 providing such other information as may be required by the Partners, the OCG, the GFJC and/or the Welsh Government to monitor the Pooled Fund and to enable the Partners to complete their own financial accounts and returns.

14.9 The Lead Commissioning Team, on behalf of the Frailty Lead Commissioner, shall have the following duties and responsibilities: -

- 14.9.1 ensuring compliance with the terms and conditions of the Invest To Save funding and repayment of the Invest to Save Funding as outlined in Schedule 5 and any other loan that may apply in the future; and
- 14.9.2 such other responsibilities as determined by the Partners from time to time.

14.10 The Frailty Lead Commissioner may charge to the Pooled Fund all legal, HR, financial, technical, administrative, performance and commissioning and other costs relating to the Arrangements provided such charges are reasonably

incurred in the performance of the Commissioning Services. Any exceptional or unforeseen costs shall be agreed by the Partners prior to being incurred.

15 MANAGEMENT OF THE FRAILTY PROJECT – FRAILTY LEAD COMMISSIONER AND LOCALITY

Frailty Lead Commissioner Level

- 15.1 Overall ongoing performance review of the Commissioned Services shall be coordinated by the Lead Commissioning Team.
- 15.2 The recruitment and appointment of the members of the Lead Commissioning Team will be carried out by the Frailty Lead Commissioner and the same process shall apply for any subsequent appointment(s).
- 15.3 The members of the Lead Commissioning Team shall be employed by or seconded to the Frailty Lead Commissioner and funded by the Pooled Fund.
- 15.4 Details of the roles, responsibilities and structure of the Lead Commissioning Team are set out in Schedule 3.
- 15.5 On behalf of the Frailty Lead Commissioner, the Lead Commissioning Team is authorised by the Partners to: -
 - 15.5.1 commission the Frailty Services through agreeing LDPs with each Locality, following GFJC approval;
 - 15.5.2 where applicable, negotiate contracts in accordance with Clause 11.1 and 16 and arrange execution of such contract(s) by the authorised signatories of the Frailty Lead Commissioner;
 - 15.5.3 make decisions on expenditure from the Pooled Fund subject to such expenditure being: -
 - 15.5.4 in respect of the Frailty Services;

- 15.5.5 within the boundaries of the monies available in the Pooled Fund;
 - 15.5.6 in accordance with the strategic priorities set by the GFJC;
 - 15.5.7 in accordance with the Frailty Lead Commissioner's FSO's and FIs; and
 - 15.5.8 exercise such of those Functions of the Partners as may be necessary to carry out their role and duties as set out in this Agreement and Schedule 3.
- 15.6 In undertaking the tasks outlined in Clause 15.5, the Lead Commissioning Team shall be entitled to obtain information and advice from both internal and external advisors, and any costs incurred in this respect shall be charged to the Pooled Fund.
- 15.7 The powers of the Lead Commissioning Team to designate roles to individual members of the Commissioning Staff are subject to the following provisions: -
- 15.7.1 the directions and limitations set by the GFJC; and
 - 15.7.2 the terms of this Agreement.
- 15.8 Commissioning Staff may carry out delegated Health Board Functions and/or Council Functions but only where necessary for the purposes of fulfilling obligations expressly provided for in this Agreement or with the consent of the other Partners.

Locality Level

- 15.9 Day to day operational and performance management of the Frailty Services within the terms of the LDP will be the responsibility of the Community Resource Team Manager / Integrated Service Team Manager. Depending on the employment status of the individual employee, this could be either an appointment by the relevant Council or the Health Board. Funding details on how this will be managed are outlined in Clause 18.

- 15.10 The Community Resource Team Manager / Integrated Service Team Manager will report to both service heads in each Locality for the daily operational delivery of the Frailty service and are accountable to the Lead Commissioner through the Programme Director.
- 15.11 The 2014 Cordis Bright review identified and recommended efficiencies that could be implemented for the Frailty programme including the introduction of a Programme Director to oversee the programme itself. In July 2015, a Programme Director was recruited under a fixed-term contract on the understanding that the role would oversee the operational delivery of the programme, introduce appropriate efficiencies identified in the 2014 Cordis Bright review and look to identify and implement the path to developing the process for Frailty to become an integral part of the wider integrated Community services.
- 15.12 From an operational delivery oversight perspective, the following reporting requirement will be implemented following acceptance of this updated Section 33: Monthly Frailty business reporting by the CRT manager to the Programme Director to include the following:
- Performance update based on revised KPIs for ABUHB and the relevant Local Authority;
 - Financial update;
 - Risks/Issues/Opportunities; and
 - Challenges, to include mitigating action plan to recover position.
- 15.13 This reporting is to be provided by CRT Managers to the Programme Director prior to the relevant boroughs' Integrated Partnership Board (IPB).

16 CONTRACTING

- 16.1 Where, for the purposes of fulfilling its obligations under this Agreement, the Frailty Lead Commissioner enters into a contract with a third party in exercise of Council Functions and/or Health Board Functions, such contract shall, unless the Partners agree otherwise, be entered into in the name of the Frailty Lead Commissioner and, when entering into such contracts, the Frailty Lead Commissioner shall adhere to its FSO's and FI's and the terms of this Agreement

(including any requirements set by the GFJC). Any contract entered into should be identified specifically as a Frailty contract.

- 16.2 The Frailty Lead Commissioner shall use all reasonable endeavours to ensure that any contracts entered into pursuant to Clause 16.1 are capable of being assigned or novated (in whole or in part) to any one or more of the Partners upon termination of this Agreement or as otherwise appropriate, including the appointment of a new Frailty Lead Commissioner.
- 16.3 Where it is financially or operationally beneficial for individual partners to enter directly into a contract with a third party then the Lead Commissioner may delegate its contracting powers to the appropriate Partner. In such circumstances the Partner entering into the contract shall adhere to its own FSO's and FI's and the terms of this Agreement (including any requirements set by the GFJC).

17 STAFFING

- 17.1 All Staff shall continue to be employed by the Partner employing them at the Commencement Date and they shall retain their current terms and conditions of employment. This will be reviewed and further agreement will be entered into if and when this position changes
- 17.2 CRT managers will be employed by one of the Partners and that Partner will assume all Employment Liabilities for them for the period that they are employed by that Partner only. Any other new Staff will be employed by one of the Partners and that Partner will assume all Employment Liabilities for them for the period that they are employed by that Partner only. Any new appointment and appointee shall be approved in accordance with the Scheme of Delegation (Schedule 11) and agreed financial plans, subject to the provisions in Clause 17.6.
- 17.3 In each Locality, one of the Partners will employ a CRT Manager, who will manage Staff from both Partners in that Locality. The Staff engaged by the Partners in each Locality will be managed operationally by the CRT Manager, but will report to line managers within the Partner who employs them for matters such as absence, sickness, discipline or grievances.
- 17.4 All Partners confirm that they have the appropriate Employee Liability Insurance and will use their best endeavours to ensure that all Staff for which they are the

Employing Partner are aware that they must not act outside their professional capability. Any liability as a result of the acts or omissions of any member of Staff, including CRT Managers will be the responsibility of the Partner who employs them and each Partner agrees to indemnify all the Partners in respect of this liability.

- 17.5 All Partners agree to comply with TUPE and all other employment legislation at all times, and the Employing Partner agrees to indemnify all other Partners for any Employment Liabilities that are associated with a decision, act or omission of the Employing Partner in this respect. In particular, all Partners agree to provide in a timely manner, and at least no later than 7 days after a request, any information about staff who may be subject to TUPE or any other employment procedure, such as a disciplinary procedure to any Partner who requests information. All Partners also agree to support the actions of any Employing Partner undertaking any employment procedure in each Locality.
- 17.6 Except as provided in this Clause 17, new appointees to the Commissioning Staff only (whether by way of replacement of existing posts or to new posts) will be recruited in accordance with the Frailty Lead Commissioner's recruitment procedure unless otherwise agreed by the Partners. Any new appointment and appointee shall be approved by the GFJC unless otherwise agreed and will be for a fixed period.
- 17.7 Changes in the roles or skill mix of the Commissioning Staff and/or increases or decreases in Commissioning Staff numbers and the corresponding adjustment required to the Partners' Financial Contributions to the Pooled Fund shall be agreed by the Partners through the GFJC and in consultation with the Partners' appropriate professional leads.
- 17.8 All Commissioning Staff revenue costs shall be funded from the Frailty Lead Commissioner's budget of the Pooled Fund and shall not exceed budget levels.

TUPE on Commencement

- 17.9 The Partners agree that, as at the Commencement Date (04 April 2016), there were no Staff employed by any of the Partners immediately prior to the Commencement Date whose contracts of employment would, by virtue of the Partners entering into this Agreement and transferring responsibility for the performance of the Frailty Services, or Commissioning Services (including the

delegation of functions pursuant to Clause 7) in accordance with this Agreement and in accordance with TUPE, have had effect after the Commencement Date (or at any other time) as if originally made between those persons and any other Partner.

- 17.10 If it is subsequently agreed or determined (by the Partners or by a court or other tribunal of competent jurisdiction) that there are Staff employed by any of the Partners on or before the Commencement Date whose contracts of employment do have effect after the Commencement Date as if originally made between those persons and the Frailty Lead Commissioner or any other Partner, then the original Employing Partner will not make any decisions or arrangements in respect of these Staff if connected with the transfer without the agreement of the GFJC.
- 17.11 The Partners agree that if they were the Employing Partner prior to a transfer as described above, that they will indemnify the Frailty Lead Commissioner, or any other Partner to whom staff are deemed to have transferred to, for all Employment Liabilities arising prior to the Effective Date of Transfer, as well as the portion of redundancy payments and Equal Pay claims which relate to the period that they were employed up to the Effective Date of Transfer.

TUPE upon change of Frailty Lead Commissioner

- 17.12 Clauses 7.6 and 7.7 enable the GFJC to appoint an alternative Partner as Frailty Lead Commissioner (“Incoming Frailty Lead Commissioner”). If, following the exercise of this power and the transfer of responsibility for the Commissioning Services from the Partner previously appointed as Frailty Lead Commissioner (“Outgoing Frailty Lead Commissioner”), it is agreed or determined (by the Partners or by a court or other tribunal of competent jurisdiction) that there are members of staff whose contracts of employment do have effect after the Commissioning Transfer Date as if originally made between those persons and the Incoming Frailty Lead Commissioner then both the Outgoing and Incoming Frailty Lead Commissioners will not make any decisions or arrangements about these Staff without the agreement of the GFJC. The Partners also agree to share equally the Employment Liabilities for these Staff, which arise as a result of a change of Frailty Lead Commissioner.

TUPE Procedures

- 17.13 Without prejudice to any provision in this Agreement, in the event that TUPE is determined by Partners or by a court or other tribunal of competent jurisdiction to apply to any Staff at any time before or after the whole or partial termination or expiry of this Agreement, upon variation of this Agreement or upon the appointment of an alternative Partner as Frailty Lead Commissioner, all Partners agree to comply with their obligations under TUPE and co-operate in a manner consistent with the principles of this Agreement and TUPE. All Partners agree to share equally the financial contributions and other arrangements which are thereafter required by and from each Partner in order to meet the obligations which arise under TUPE and otherwise, unless otherwise agreed by the GFJC.
- 17.14 Without prejudice to Clauses, 17.6, 17.7, and 17.9 (or any other provision of this Agreement), the Partners acknowledge and agree that it is their intention that upon the termination of this Agreement for any reason, each Partner shall resume direct management control and responsibility for all Employment Liabilities arising or payable in respect of any and all of their respective Staff who were so employed by each of them immediately prior to the termination of the Agreement. The Partners also agree to share equally the Employment Liabilities which arise on termination for the Commissioning Staff.
- 17.15 Nothing within this Clause 17 shall have effect to alter the liabilities under Clause 36, which deals with if one Partner breaches or terminates the agreement.

18 FINANCES AND RESOURCES

Key General Principles

- 18.1 The key principle of this Agreement that will apply to all monies from whatever source or Locality is that there will be a single Pooled Fund controlled by the GFJC. Ultimately the GFJC makes decisions at a strategic level on how contributions to the Pooled Fund are allocated, spent, what is expected from the Frailty Service across Gwent and in each Locality and how the Frailty Services will be measured and evaluated. In addition, similar expectations apply to the operations of the Lead Commissioner's Team.
- 18.2 Subject to Clause 13, the GFJC will delegate decision making on the

approved delegated budget and operational issues to the Programme Director and through to the CRT Managers. Any proposals/recommendations that result in a change to the approved delegated budget will need a business case submission to the GFJC. This will be in line with the Scheme of Delegation (Schedule 11). At a Locality level, therefore, financial responsibility and managerial accountability rests with the CRT Managers, accountable to the Programme Director.

18.2.1 In order to maintain minimum levels of service during periods of extreme pressure, the Programme Director has delegated authority to reallocate Frailty staff between localities for a period up to and including 7 days. For longer term reallocation of Frailty staff the Programme Director is to liaise with the appropriate locality Divisional Nurse and Head of Service to ensure that any Locality is not disadvantaged by the reallocating of the Frailty staff. Any reallocation of Frailty staff is not expected to attract a cross-Locality recharge as long as the staff loan does not exceed 1 calendar month.

18.3 The GFJC shall be responsible for ensuring, on behalf of the six Partners that it operates within available resources for each Financial Year and achieves a balanced financial position or surplus on the Pooled Fund. Furthermore the GFJC is expected to develop and approve a medium term financial plan to remain within resource limits established through the programme, including improved service and financial frameworks and efficiency savings delivery.

18.4 Key Financial Principles

18.4.1 With effect from the Commencement Date, the Partners agree to establish the Pooled Fund for the operational costs of the Frailty Service as shown in Schedule 6.

18.4.2 The Pooled Fund Manager will ensure that consolidated Monthly budget monitoring reports are provided detailing the financial position for each Locality and the overall position of the Pooled Fund along with explanations of variances and other key issues to support good governance, scrutiny and decision making. The Monthly reports will be distributed to the Gwent Frailty Director,

the Health Board, each of the Localities and the OCG. The GFJC will receive consolidated financial reports on a Quarterly basis.

18.4.3 Due to the indicative nature of future Financial Years funding requirements, during the First Financial Year, the Pooled Fund Manager will co-ordinate a process to produce a revised set of financial appendices covering the period of this agreement. In addition Localities will update their LDP's to include revised Implementation Plans, activity details and any other key information in line with the strategic direction established by the GFJC. Where it is evident during the Financial Year that actual financial, performance, workforce, outcomes and activity figures are materially different from original plans then the GFJC will consider what action to take and possibly instruct Localities to recover the planned position and/or revise service and financial plans and / or service aims.

18.4.4 At a Locality level CRT Managers will be allowed a degree of discretion to vire funds in line with the Scheme of Delegation. However, funding will still need to be retained within the existing funding envelope with any such changes being agreed by the Programme Director. The Pooled Fund Manager and Locality finance staff must be notified of all changes using an agreed virement form.

18.4.5 Each Partner will be expected to maintain their own accounting records and prepare information in a standard format agreed by the Pooled Fund Manager. This will be sent each Month to the Pooled Fund Manager who will prepare a consolidated budget report.

18.5 Basis of Financial Contributions

18.5.1 It is agreed that in the First Financial Year, the Financial Contribution to the Pooled Fund shall be in line with details shown in Schedule 6.). These amounts will be

reviewed annually and at any time when further investment or disinvestment is approved in accordance with the Scheme of Delegation (Schedule 11).

18.5.2 When determining the Partners' Financial Contributions to the Pooled Fund in Financial Years subsequent to the First Financial Year (the "New Financial Year"), the Partners shall agree provisional Financial Contributions prior to the start of the New Financial Year taking into account the agreed medium term financial plan and the factors set out in Clause 18.4.1 to 18.4.5. For the avoidance of doubt, the Partners, through the Executive Bodies, shall confirm by 31 January prior to the start of the New Financial Year, each Partner's Financial Contribution taking into account the factors set out in Clause 18.4.4 and making any financial adjustments necessary where the final Financial Contribution differs from any provisional Financial Contribution agreed in accordance with Clause 18.4.3.

18.5.3 in agreeing the Financial Contributions for each subsequent Financial Year, the Partners shall take into account: -

18.5.3.1 any agreed cost pressure on the Frailty Services and the forecasted expenditure for the current Financial Year either as a result of operational activity increases and/or any changes in the relevant inflation index or factors;

18.5.3.2 any agreed growth proposals, supported by business case submissions;

18.5.3.3 any non-recurring items which it has been agreed shall be included in the Pooled Fund for the next Financial Year;

18.5.3.4 any changes in activity, demand or policy changes in respect of the Frailty Services;

18.5.3.5 any programme, Locality and national efficiency savings requirement.

18.6 Where the Partners are unable to agree a figure for their Financial Contributions by the start of the New Financial Year (in accordance with the principles in Clause 18.4.2) then the provisional Financial Contribution shall be deemed to be the most recent Financial Contributions agreed by Partners in accordance with Clause 18.5.1.

18.7 The Partners shall act in good faith and in a reasonable manner when determining their Financial Contributions but in the event that agreement cannot be reached, Clause 44 shall apply.

18.8 Payments of the Financial Contributions

18.8.1 The Partners will fully commit their agreed Financial Contributions to the Pooled Fund and are required to account for expenditure incurred against all approved Gwent Frailty project services and provide monthly monitoring information to the Lead Commissioner in an agreed format for consolidation purposes.

19 AMENDMENTS TO FINANCIAL CONTRIBUTIONS

19.1 The GFJC will have the power to approve further financial investment into the Gwent Frailty Partnership and to approve disinvestment from the Partnership.

Additional Investment

19.2 Any additional investment approved at a local level will be funded by additional contributions to the Pooled Fund from the Health Board and the Local Authority that serves the locality in which the investment is made. This additional financial burden will be borne on the basis of that agreed between the relevant partners specifically in relation to the business case.

19.3 Any additional investment approved in respect of the Lead Commissioning Team will be funded by additional contributions to the Pooled Fund from all Partners.

This additional financial burden will be apportioned equally across the five localities with the local apportionment borne equally by the Health Board and the Local Authority serving that locality.

- 19.4 Any additional investment approved in respect of demand led services that are provided at a Gwent-wide level will be funded by additional contributions to the Pooled Fund from all Partners. This additional financial burden will be apportioned on the basis of that agreed between the relevant partners specifically in relation to the business case or recovery plan.

Disinvestment

- 19.5 Any disinvestment approved at a local level will result in a reduction in contributions to the Pooled Fund from the Health Board and the Local Authority that serves the locality for which the disinvestment is made. The total reduction in contributions will be shared between the Health Board and the relevant Local Authority in the ratio 73:27 which is representative of the relative additional Invest to Save funding burden.
- 19.6 Any disinvestment approved in respect of the Lead Commissioning Team will result in a reduction in contributions to the Pooled Fund from all Partners. This reduction in contributions will be apportioned equally across the five localities. This local apportionment will then be shared between the Health Board and the Local Authority in the ratio 73:27.
- 19.7 Any disinvestment approved in respect of demand led services that are provided at a Gwent-wide level will result in a reduction in contributions to the Pooled Fund from all Partners. This reduction in contributions will be apportioned across the five localities in accordance with the existing ratios as set out in Schedule 6. This local apportionment will then be shared between the Health Board and the Local Authority in the ratio 73:27
- 19.8 No partner shall disinvest from the Frailty Project if it shifts a service and financial burden onto another partner. If the proposal is agreed recompense must be made in order to neutralise the impact of the burden being shifted.
- 19.9 The share of any disinvestments to be apportioned to the Health Board is based upon the overall share of the Welsh Government loan repayments that will be funded by the Health Board. Therefore, if total disinvestment from the Programme

exceeds £6.314m then any proposals for further disinvestment will need to be supported by a business case setting out the proposed financial benefits to partners that would result from the disinvestment.

19.10 An in-year underspend will not be considered to be a disinvestment even if the underspend is as a result of a deliberate decision taken by the relevant partners to provide an opportunity to disinvest in subsequent years (eg. withholding a vacant post for the remainder of the current financial year which may then be permanently deleted in the subsequent financial year). In such circumstances the in-year underspend will be treated in accordance with paragraph 21.1 of this agreement.

19.11 Any proposals for permanent disinvestment will need to be supported by an impact assessment prepared by the relevant CRT manager, this will need to include comments from both the Health Board and LA senior management and finance with the Programme Director confirming the accuracy and appropriateness of the impact assessment on the overall programme. The proposal will then be considered as part of the mid-year review process set out in paragraphs 31.2 and 31.3 of this agreement. As such, the operational implications and the financial implications of any proposed disinvestment will be considered by the GFJC as part of the routine planning process.

20 OVERSPENDS

Key General Principles

20.1 On behalf of the Frailty Lead Commissioner, the Pooled Fund Manager shall use all reasonable endeavours in conjunction with Host organisations management teams and Locality Finance Staff to ensure that the costs associated with this Agreement can be met from the Financial Contributions made to the Pooled Fund in each Financial Year and do not result in an overspend. It is expected that no part of the Frailty programme will overspend in any area. An identified forecast overspend must be raised as a risk by the Locality/Partner to the Lead Commissioner immediately for consultation and identification of mitigating actions to resolve the situation.

20.2 On behalf of the Frailty Lead Commissioner, the Pooled Fund Manager will continually monitor expenditure from the Pooled Fund both across the whole of

the Frailty Service and within each Locality. The Pooled Fund Manager will notify the GFJC on a Quarterly basis whenever an overspend is projected during a Financial Year and identify the reasons and Locality (or Localities) to which that overspend is likely to relate. This information will be based on Monthly budget monitoring reports produced by Locality Finance staff and consolidated by the Pooled Fund Manager.

20.3 Upon receipt of notification from the Pooled Fund Manager pursuant to Clause 20.2, the GFJC shall, taking full and proper account of the potential liabilities of each Partner for such overspend pursuant to this Clause 20, agree how to manage the overspend. This will include arrangements for ensuring mitigating action is taken immediately to identify the cause and responsibility for the overspend and development and implementation of an action plan to recover the overspend in year and ensure the financial liability for the current and future years is clearly assigned and dealt with within available resources and for keeping the position under review. The Pooled Fund Manager will implement these arrangements. The Partners shall act in good faith and in a reasonable manner in agreeing the management of the Pooled Fund budget and any overspend or potential overspend.

20.4 Without prejudice to the obligations of the Pooled Fund Manager and the Partners pursuant to Clause 20.3, where at the end of any Financial Year or upon termination of the Agreement there is an overspend in respect of the Pooled Fund, the Pooled Fund Manager shall be informed by the CRT Manager of the reasons for the overspend including the Locality (or Localities) to which the overspend relates and prepare a report for the consideration of the GFJC. The deficit resulting from the overspend will be retained within the Pooled Fund until the GFJC has considered this report and have agreed the cause(s) of the overspend.

Overspends – Financial Year End or upon Termination

20.5 Having taken into account the reasons identified pursuant to Clause 20.4, an overspend which occurs in any Financial Year, shall be dealt with as follows: -

20.5.1 Where the GFJC determine that the overspend can be attributed to the action or inaction of a specific Partner or Locality then that Partner or Locality will be required to make an additional contribution in to the Pooled Fund in

order to fund the overspend caused by their action or inaction.

20.5.2 Any overspend which occurs as a direct consequence of a failure by the Frailty Lead Commissioner to manage the Pooled Fund in accordance with the terms of this Agreement shall be the responsibility of the Frailty Lead Commissioner. For the purposes of this Clause, the occurrence of an overspend shall not be considered to be a failure of the Frailty Lead Commissioner's obligations under Clause 14.8 or 20.1 if such overspend has been properly projected and managed in accordance with the provisions of this Clause 20; occurred as a consequence of circumstances outside of the reasonable control of the Frailty Lead Commissioner; and/or is attributable to the acts or omissions of a Partner or the GFJC (including implementation of directions issued by the GFJC).

20.5.3 Where the GFJC determine that the overspend cannot be attributed to the action or inaction of a specific Partner and is not a direct consequence of a failure by the Frailty Lead Commissioner to manage the Pooled Fund in accordance with the terms of this Agreement then Partners will be required to make additional contributions in to the Pooled Fund in order to fund such overspends. In such circumstances, the additional contributions required to fund the overspend will be apportioned on the basis of the agreed contributions of each partner to the relevant element of the pooled budget for the year that the overspend occurred.

20.5.4 In the event that agreement cannot be reached in respect of any matters referred to in this Clause 20, the Partners shall follow the dispute procedure as set out in Clause 44.

Key General Principles

- 21.1 Underspends resulting from slippage against additional in-year investment will be apportioned between partners in accordance with the investment share set out in the business case that supported the original investment. All other underspends in relation to the Pooled Fund identified at the end of the Financial Year will be apportioned on the basis of the agreed contributions of each partner to the relevant element of the pooled budget for the year that the overspend occurred.
- 21.2 In-year projected under spends will need to be reported in respect of each Locality, demand led Gwent-wide services and Lead Commissioning costs. The reasons for the underspend will need to be clearly identified by the Locality CRT Manager and reported to the Lead Commissioner who will report details to the OCG and GFJC.
- 21.3 The Programme Director will have the authority to reallocate any projected under spend (within the limits set out in Scheme of Delegation) against any element of the Pooled Fund, other than the W.G. Loan Repayment element, to fund one-off additional costs provided those additional costs relate to the same element of the Pooled Fund against which the under spend is projected. For the purposes of this clause, the Pooled Fund will be sub-divided into 8 elements. These elements will include five local sub-pools covering operational costs for each locality, one sub-pool covering Lead Commissioner costs, one sub-pool covering demand led services provided at a Gwent-wide level and a sub-pool in respect of the repayment of the Welsh Government Invest to Save Loan. The Pooled Fund Manager will ensure that any decisions taken in accordance with this clause are reflected in the Pooled Fund arrangements.
- 21.4 In the case of proposals to reallocate projected under spends towards one-off additional expenditure within the same element of the pool that exceed the delegated limit in paragraph 21.3 the Gwent Frailty Director will provide a written proposal to the Pooled Fund Manager identifying the source and value of the projected under spend and setting out the proposed alternative allocation. The Pooled Fund Manager will only action such proposals if the written proposal is counter signed by both the Locality Director of Social Services and Divisional Director of Community Services. These changes will be reported to the PCG and Joint Committee for information.

21.5 Any proposal to reallocate a projected underspend against any element of the Pooled Fund to fund one-off additional costs against any other element of the Pooled Fund will be treated as a one-off disinvestment against the underspending element and a one-off investment in the other element. As such any such proposals will require authorisation by the GFJC and if authorised will be treated in accordance with the procedures set out in clauses 19.2 to 19.7. Where such a proposal is to be considered, the Lead Commissioning Team will prepare a report for GFJC setting out the proposal and the financial impact for all Partners.

Management of Invest to Save Loan Repayment Arrangements

21.6 The Frailty Lead Commissioner: -

21.6.1 shall ensure that sufficient funding for repayments to the Welsh Government is included within the Financial Contributions of the Partners; and

21.6.2 shall ensure that the Welsh Government Invest to Save Loan is repaid to the Welsh Government in accordance with the time table set out in Schedule 5; and

21.6.3 shall follow the Financial Standing Orders and / or any relevant guidelines of the Frailty Lead Commissioner when dealing with the repayment of the Invest to Save Loan.

21.6.4 Partner with the statutory responsibility for carrying out the Service User's needs assessment. If this fails to resolve the issue, the matter shall be referred to the Lead Commissioning Team for further investigation. Any external costs incurred by the Lead Commissioner in dealing with referred complaints will be recharged accordingly.

22 GOODS AND SERVICES IN SUPPORT OF THE PARTNERSHIP

- 22.1 For the avoidance of doubt, the Partners shall make available other goods and services in order to ensure that the Frailty Services and the Arrangements operate in accordance with this Agreement and all relevant legal, corporate and clinical governance standards or requirements as outlined in Schedule 8.
- 22.2 Each Partner shall ensure that they provide and fund their respective goods and services as set out at Schedule 8 and that no changes to such contributions shall be made without the agreement of the GFJC.

23 CAPITAL EXPENDITURE

- 23.1 The Pooled Fund shall not normally be applied towards capital expenditure but where any such expenditure is proposed it must be agreed by the GFJC.
- 23.2 If a need arises for the transfer of any agreed capital funds between the Partners then, unless the Partners agree otherwise, the Partners shall use the relevant grant making powers under Section 194 or Section 34 of the Act.

24 GRANTS

- 24.1 Each Partner will keep under review all grants that may be available to support the Arrangements and the Frailty Services from time to time. The Partners will (where it is reasonable to do so) apply for all appropriate grants.
- 24.2 The Partners will agree (acting reasonably), the manner in which any grant application should be made, the Partner responsible for making the application and the basis on which any such grant shall be administered and applied (having regard to the grant conditions).
- 24.3 All grants received in respect of the Arrangements and/or the Frailty Services will be added as a contribution to the Pooled Fund unless the GFJC agrees otherwise. The Partners shall agree whether capital grants are added to the Pooled Fund or held separately for the purposes of the Arrangements.

- 24.4 The Partners will ensure that all monies from any grants received shall be applied in a proper manner. In the event a Partner misapplies monies received from any grant, the Partner in default shall reimburse the other Partners to the extent that the monies were misapplied.
- 24.5 Subject to Clause 24.6, nothing in this Clause 24 shall prejudice the obligations of a Partner to comply with any internal or external rules or protocols regarding applications for and expenditure of grant monies available to that Partner. Where such a rule or protocol prevents a Partner complying with the terms of this Clause 24, it shall notify the other Partners, through the GFJC, immediately and an appropriate course of action will be agreed.
- 24.6 Where any Partner decides to apply for a grant relating to the Frailty Services, it shall first notify the Frailty Lead Commissioner. The Frailty Lead Commissioner shall notify the GFJC of any such grant application. The GFJC shall be required to sign off any such grant application before it is submitted by a Partner to the organisation making the grant available.

25 VAT

- 25.1 As at the Commencement Date, the Partners have agreed that the VAT regime of the Frailty Lead Commissioner will apply in relation to expenditure incurred by the Lead Commissioner. This is in accordance with partnership structure (a) as referred to in the joint guidance issued by the Department of Health and HM Customs and Excise dated 12 June 2002 (and updated on 7 March 2003 and any subsequent updates). All other expenditure incurred by individual Partners must comply with the applicable VAT regimes for the individual organisations.
- 25.2 In the event that a new Frailty Lead Commissioner is appointed pursuant to this Agreement, the Partners will consider and agree the VAT implications (if any).

26 AUDIT AND RIGHT OF ACCESS

- 26.1 The Frailty Lead Commissioner shall promote a culture of probity and sound financial discipline and control. The Frailty Lead Commissioner shall arrange for the audit of the accounts of the Pooled Fund and shall require its external

auditors to make arrangements to certify an annual return of those accounts, the costs of which shall be met from the Pooled Fund.

26.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member or contractor of any of the Partners in order to carry out their duties. This right is not limited to financial information or accounting records. If any person is concerned about giving access to non-financial information, he/she may request a discussion with the senior officer of the person requesting the information such as the senior internal auditor or senior external auditor before it is disclosed.

26.3 The right of access under Clause 26.2 applies equally to premises or equipment used in connection with the Arrangements. Access may be at any time without notice, provided there is good cause for access without notice.

27 LIABILITIES, INSURANCE AND INDEMNITIES

27.1 Each Partner (the “Indemnifying Partner”) shall indemnify the other Partners, their officers, employees and agents against any damage, cost, liability, loss, claim or proceedings whatsoever arising in respect of: -

27.1.1 any damage to property real or personal including (but not limited to) any infringement of third party patents, copyrights and registered designs;

27.1.2 any personal injury including injury resulting in death;

27.1.3 any fraudulent or dishonest act of any of its officers, employees or contractors;

27.1.4 any Service User or Carer complaint or investigation by the Public Service Ombudsman for Wales; or

27.1.5 any breach of statutory or common law duty,

arising out of or in connection with the Arrangements in so far as such damage, cost, liability, loss, claim or proceedings shall be due directly or indirectly to any

negligent act or omission or any breach of this Agreement by the Indemnifying Partner, its officers or employees.

27.2 Where the Indemnifying Partner has only contributed partially to the cause of any damage, cost, liability, loss, claim or proceedings, it shall only be liable to indemnify the other Partners for such proportion of the total costs of such damage, cost, liability, loss, claim or proceedings as its contribution to the cause bears to the total damage, cost, liability, claim or proceedings. Where the Partners are unable to agree any such apportionment, the disputes procedure in Clause 44 shall apply.

27.3 The Partners shall ensure that they maintain policies of insurance (or in the case of the Health Board, equivalent arrangements through the schemes operated by the Welsh Risk Pool) to cover the matters referred to in Clauses 27.1 to 27.2, 17 and 43.2, including but not limited to employers' liability, public liability, clinical negligence and other liabilities to third parties.

28 STANDARDS

Standards of Conduct

28.1 The Partners shall comply with and shall ensure the Arrangements comply with all statutory requirements and all national, local and other guidance on conduct, probity and good corporate and clinical governance which apply to the Partners (including the Partners' respective FSOs and SFIs). The Partners will particularly comply with the requirements of the Social Services and Well-being Act (Wales) 2014

Clinical Governance

28.2 Each of the Partners is subject to a duty of clinical governance being a framework through which they are accountable for continuously improving the quality of their services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish.

Corporate Governance

28.3 The Partners agree to comply with the principles and standards of corporate governance relevant to local health boards and to local authorities as appropriate.

General Service Standards

28.4 General Service standards for the Arrangements, the Frailty Services and the Commissioning Services will be set in accordance with legislation and guidance produced by the Welsh Government and as may be agreed locally by the Partners.

Equality and Equal Opportunities

28.5 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, and may develop a joint strategy for the Arrangements.

Welsh Language Act 1996

28.6 The Partners shall ensure compliance with their Welsh language schemes prepared under the provisions of the Welsh Language Act 1996 in relation to the Arrangements and shall ensure the observance of the same by all staff.

29 PERFORMANCE MANAGEMENT AND INSPECTION

29.1 Details of the Frailty performance framework are set out in Schedule 7 of this Agreement. All partners are expected to comply with the performance management framework requirements as agreed by the GFJC, including utilisation of established systems, provision of information to agreed timescales, in the expected format and to expected data standards and information and explanations for variations from expected performance.

29.2 As set out in Clause 26 the Frailty Lead Commissioner and the other Partners will be subject to audit by Auditors appointed by the Wales Audit Office. Partners will also be subject to regulatory inspections, as appropriate, by the Care & Social Services Inspectorate Wales (CSSIW) and Health Inspectorate Wales (HIW). Partners must ensure that services are registered with regulatory bodies as required.

30 CONFLICTS OF INTEREST

- 30.1 All Staff shall ensure that they act in the interest of all Partners. In the event of a conflict of interest arising between the Partners, the matter shall be referred to the GFJC.
- 30.2 No member of Staff shall put themselves in a position whereby duty and private interest conflict. The Code of Conduct of the relevant employer shall apply; which should incorporate best standards of practice for public servants.

31 MONITORING, REVIEW AND REPORTING

The Lead Commissioning Team shall be responsible for co-ordinating the reporting to the Partners and OCG on a Monthly basis and to the GFJC on a Quarterly basis. Consolidated finance, workforce, and performance reports to the GFJC will be produced so that they link in with GFJC meeting dates with the first report due at Quarter 1 of the Financial Year. This report will show both budgets and forecasts for the full Financial Year (Financial and Activity) as well as any key issues/risks arising.

- 31.1 Annual reports to the GFJC will be submitted after the Final Year End accounts have been audited and are to include:
- Financial Performance
 - Service Delivery Performance (including narrative)
 - Workforce
 - Risks/Issues
 - Complaints and Compliments
 - Future Plan
- 31.2 The Lead Commissioning Team and the Partners shall monitor the effectiveness of the arrangements and shall carry out a mid-year review of the Arrangements to inform the Future Plan. The mid-year review will include: -
- 31.2.1 an evaluation of both financial and activity performance for the current financial year to date, against agreed input, output and outcome based performance measures, targets and priorities both at a consolidated level and at Locality level to include benefits realisation assessment;

- 31.2.2 review of the targets and priorities for the forthcoming Financial Year;
 - 31.2.3 the quality of the Frailty Services provided and funded from the Pooled Fund;
 - 31.2.4 any changes proposed in relation to the Commissioning Services, or Commissioning Staff numbers or skill mix;
 - 31.2.5 an evaluation of any statistics or information required to be kept by the Welsh Government from time to time; and
 - 31.2.6 the Functions, form and content of the service delivery model & commissioning arrangements, the exercise of which is the subject of the Arrangements.
- 31.3 The Lead Commissioning Team and the Partners will use information from the mid-year review to inform the financial planning, budget setting process, service plan and activity/performance targets for the next Financial Year, with reference to planned target levels identified in the Welsh Government submission as revised through the programme improvement plan. By end-January preceding the forthcoming Financial Year, the Lead Commissioner and Locality Leads/Programme Director will prepare a report documenting these matters for presentation to the GFJC.

32 SUBSTANDARD PERFORMANCE

- 32.1 The expectation from partners is that management processes established are capable of identifying substandard performance. The expectation is that the lead commissioner through the Programme Director, with partners, will take all reasonable action, within delegated authority to remedy the substandard performance and report such actions in monthly reports.
- 32.2 In the event that the monthly, quarterly or Annual performance reports highlight any substandard performance, or if for any other reason a Partner shall have any concerns on the operation of the Arrangements or the standards achieved in connection with the carrying out of the Functions the Partner may, through the GFJC, convene a meeting with the other Partners with a view to agreeing a

course of action to resolve such concerns, this, for the avoidance of doubt, can include a full review of the issues surrounding any concerns. Where the GFJC fails to agree a course of action then the provisions of Clause 44 shall apply.

33 COMPLAINTS

33.1 To the extent permitted by law, Service User and/or Carer complaints relating to the Arrangements will be dealt with as follows: -

33.1.1 Complaints regarding any product or service provided by (or the responsibility of) an Approved Provider at Locality level will be referred to the relevant Partner and the Approved Provider for resolution in accordance with their complaints procedure. If this fails to resolve the issue, the matter shall be referred to the Lead Commissioning Team for further investigation. Any external costs incurred by the Lead Commissioner in dealing with referred complaints will be recharged accordingly.

33.1.2 Complaints relating to any Community Equipment supplied to a Service User shall be directed to the Partner with the statutory responsibility for carrying out the Service User's needs assessment. If this fails to resolve the issue, the matter shall be referred to the Lead Commissioning Team for further investigation. Any external costs incurred by the Lead Commissioner in dealing with referred complaints will be recharged accordingly.

33.2 Nothing in this Clause 33 shall restrict a Service User's right to complain using the Partners' respective statutory complaints procedures.

33.3 The Partners both at a Locality and Gwent wide level shall co-operate with each other in connection with the investigation and resolution of complaints. Each Partner shall notify the other Partners, at frequencies to be agreed, of any complaints received relating to these Arrangements, the Frailty Services or the Commissioning Services. Where a complaint relates to the Functions of more than one Partner, the relevant Partners will seek to agree how such complaint shall be managed and co-ordinated.

33.4 Where a complaint is referred to the Frailty Lead Commissioner for investigation the relevant Partners shall co-operate with the Frailty Lead Commissioner in relation to such investigations, and provide all assistance which is reasonable in the circumstances.

34 OMBUDSMAN

34.1 The Partners will co-operate fully with any investigation undertaken by the Public Service Ombudsman for Wales in connection with the Arrangements.

35 INFORMATION SHARING

35.1 The Partners shall follow and ensure that the Arrangements comply with all legislation, regulations and guidance on information sharing applicable to local authorities or Health Bodies in Wales (including for the avoidance of doubt the Data Protection Act 1998 and other data protection legislation) including the Wales Accord on the Sharing of Personal Information framework and its associated Information Sharing Protocols.

35.2 The Partners shall establish and keep operational; -

35.2.1 procedures (including forms) for handling Service User consent;

35.2.2 documentation for Service Users which explains their rights of access, the relevance of their consent, rules and limits on confidentiality, and how information about them is treated; and

35.2.3 such additional policies, procedures and documentation as shall be necessary in order to meet the purposes, guidance and requirements of the Welsh Government and of all relevant freedom of information and data protection legislation as they apply to the Partners and the Arrangements.

35.3 The Partners shall co-operate fully with each other in order to comply with any requirement under Clause 35.2.

36 TERMINATION & EFFECTS OF TERMINATION

36.1 Where:-

36.1.1 a Partner (the "Breaching Partner") commits a material breach of any of its obligations hereunder which is not capable of remedy; or

36.1.2 a Partner (the "Breaching Partner") commits a material breach of any of its obligations hereunder which is capable of remedy but has not been remedied within 60 days after receipt of written notice from the Partners, acting through the GFJC,

any Partner may refer the matter to the GFJC, which shall decide whether or not the Breaching Partner should continue to be a party to this Agreement. For the avoidance of doubt, the Frailty Member who represents the Breaching Partner shall not be entitled to a vote on this decision but will be entitled to make representations to the GFJC as part of their discussions.

36.2 Where the GFJC decides, in accordance with Clause 36.1 above, that the Breaching Partner shall no longer be a party to this Agreement, it shall give the Breaching Partner a minimum of three (3) Months' written notice and, with effect from the date on which such notice expires (or such later date as may be specified) this Agreement shall be terminated in respect of the Breaching Partner and Clause 36.7 shall apply. A copy of this notice will be sent to the Health Board or the Council for the Locality of the Breaching Partner (as applicable) for the purposes of Clause 36.3.

36.3 In the case that a Breaching Partner is removed from this Agreement in accordance with Clause 36.1 and 36.2, this Agreement may be terminated insofar as it relates to the Relevant Locality upon three Months written notice to be served by either (i) the Council for the Relevant Locality or (ii) the Health Board, as applicable ("Corresponding Partner"). Such notice shall be served by the Corresponding Partner on the other remaining Partners (through the GFJC) within

one (1) Month of receipt of the copy notice sent in accordance with Clause 36.2. The Corresponding Partner in respect of which the Agreement automatically terminates shall not incur any liability under this Clause 36, and any liability arising as a result of the termination by the Corresponding Partner shall fall on the Breaching Partner.

36.4 Any Partner (the "Terminating Partner") may at any time by notice in writing to the other Partners terminate this Agreement insofar as it relates to the Terminating Partner if: -

36.4.1 as a result of any change in law or legislation it is unable to fulfil its obligations hereunder; or

36.4.2 the fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State or the Welsh Government issued after the date hereof; or

36.4.3 the fulfilment of its obligations hereunder would be ultra vires,

and the Partners are unable to agree a modification or variation to this Agreement so as to enable the Terminating Partner to fulfil its obligations in accordance with law and guidance. Any liabilities arising as a direct result of a termination under this Clause 36.4 shall be apportioned in accordance with Clause 36.9. Where the Terminating Partner is the Health Board, such notice to terminate may relate to all or any one or more of the Localities.

36.5 In the case of notice pursuant to Clause 36.4.1 or Clause 36.4.2, the date of termination shall be as specified in the notice having regard to the nature of the change referred to in Clause 36.4.1 or the guidance referred to in Clause 36.4.2 as the case may be. In the case of notice pursuant to Clause 36.4.3, termination shall be as from the date of service of such notice.

36.6 In the event that any one Partner (the "Terminating Partner") terminates the Agreement insofar as it relates to the Terminating Partner (or, in the case of the Health Board, one or more Locality) under Clause 6.1.1, the Terminating Partner shall provide compensation to the Pooled Fund for such losses or shortfalls

incurred by the Pooled Fund (pursuant to Clauses 17, 36.10 or otherwise) as a result of the termination. This shall include: -

- 36.6.1 any Staff Costs incurred by the Pooled Fund due to the termination;
- 36.6.2 a proportionate contribution to any liability incurred by the Pooled Fund arising under any contracts entered into pursuant to Clause 11 or 16 where such liability is incurred as a consequence of termination;
- 36.6.3 any liability incurred by the Pooled Fund due to the failure to comply with any grant agreements as a consequence of the termination. Where such termination triggers repayment of the whole or any part of a grant made available to the Arrangements then the Terminating Partner shall provide appropriate compensation to the Pooled Fund,
- 36.6.4 any liability incurred by the Pooled Fund as a result of draw down of Invest to Save Funds and subsequent repayment of additional funds to the Welsh Government will be the responsibility of the Partner in line with Schedule 5 and must repay the amount to the Lead Commissioner.

PROVIDED THAT all Partners will take (and will procure that their officers, employees and agents take) all reasonable steps to mitigate their losses arising out of any of the matters referred to in this Clause 36.6.

- 36.7 In the event that this Agreement is terminated in respect of a Breaching Partner in accordance with Clauses 36.1 and 36.2, the Breaching Partner shall provide compensation to the Pooled Fund for such losses or shortfalls incurred by the Pooled Fund (pursuant to Clauses 14, 36.10 or otherwise) as a result of such termination (including termination, where applicable, by the Corresponding Partner pursuant to Clause 36.3). This shall include: -

- 36.7.1 any Staff Costs incurred by the Pooled Fund as a result of the reduction in the Commissioning Services due to the termination;
- 36.7.2 a proportionate contribution to any liability incurred by the Pooled Fund arising under any contracts entered into pursuant to Clause 11 or 16 where such liability is incurred as a consequence of the termination; and
- 36.7.3 any liability incurred by the Pooled Fund due to the failure to comply with any grant agreements as a consequence of the termination. Where such termination triggers repayment of the whole or any party of a grant made available to the Arrangements then the Breaching Partner shall provide appropriate compensation to the Pooled Fund
- 36.7.4 any liability incurred by the Pooled Fund as a result of draw down of Invest to Save Funds and subsequent repayment of additional funds to the Welsh Government will be the responsibility of the Partner in line with Schedule 5 and must repay the amount to the Lead Commissioner.

PROVIDED THAT all Partners will take (and will procure that their officers, employees and agents take) all reasonable steps to mitigate their losses arising out of any of the matters referred to in this Clause 36.7.

- 36.8 In the event that this Agreement is terminated in whole or in part pursuant to its terms, the Partners agree to use all reasonable endeavours to co-operate to ensure an orderly wind up of their joint activities under this Agreement so as to minimise costs and liabilities of each Partner and in doing so will take into account the effect that the termination will have on the Service Users, Carers and Staff (including the Commissioning Staff) and any financial, contractual or consultation obligations.

In the event of termination of this Agreement (in whole or in part) under Clause 36.4, Clause 6.1.3 or Clause 7.9, any liabilities incurred by the Pooled Fund (pursuant to Clauses 1, 36.10 or otherwise) directly as a result of the termination

of this Agreement (in whole or in part) shall be apportioned directly to partners where applicable and between the Partners in direct proportion to their respective Financial Contributions to the Pooled Fund as set out in the latest financial plan agreed by GFJC (or for the duration of the Agreement where termination occurs before the first anniversary of the Commencement Date) and each Partner agrees to indemnify the others accordingly. Such liabilities will include:

- 36.8.1 any Staff Costs incurred by the Pooled Fund as a result of the termination;
- 36.8.2 any liability incurred by the Pooled Fund arising under any contracts entered into pursuant to Clause 11 or 16 where such liability is incurred as a consequence of the termination; and
- 36.8.3 any liability incurred by the Pooled Fund due to the failure to comply with any grant agreements as a direct consequence of the termination including repayment of the whole or any part of a grant made available to the Arrangements.
- 36.8.4 any liability incurred by the Pooled Fund as a result of draw down of Invest to Save Funds.

PROVIDED THAT all Partners will take (and will procure that their officers, employees and agents take) all reasonable steps to mitigate their losses arising out of any of the matters referred to in this Clause 36.9.

36.9 Subject to Clause 36.11, upon termination of this Agreement (in whole or in part) pursuant to Clause 6.1.1 or 36.1 and 36.2, the Frailty Lead Commissioner shall be entitled to recover the following liabilities from the Pooled Fund: -

- 36.9.1 any Staff Costs up to a maximum of the annual salary for each member of Staff in respect of which the Staff Costs are incurred;
- 36.9.2 any liability arising under any contracts entered into pursuant to Clause 11 or 16 as a direct consequence of the termination;

36.9.3 any liability arising through a failure to comply with any grant conditions (including repayment of the whole or any part of that grant) as a direct consequence of the termination;

36.9.4 any liability in respect of the repayment of the Welsh Government Invest to Save as set out in Schedule 5.

PROVIDED THAT the Frailty Lead Commissioner will take (and will procure that their officers, employees and agents take) all reasonable steps to mitigate their losses arising out of any of the matters referred to in this Clause 36.10.

36.10 It is agreed that the right of the Frailty Lead Commissioner to recover the liabilities referred to in Clause 36.10 shall apply upon termination (in whole or in part) of this Agreement even where the Frailty Lead Commissioner is the Breaching Partner or Terminating Partner for the purposes of the relevant provision of this Clause 36. However, such right of recovery is without prejudice to any liability of the Frailty Lead Commissioner to the other Partners or the Pooled Fund pursuant to Clause 36.6 (where the Frailty Lead Commissioner is the Terminating Partner), Clause 36.7 (where the Frailty Lead Commissioner is the Breaching Partner) or Clause 36.9. This means that the Frailty Lead Commissioner's right to recover liabilities from the Pooled Fund pursuant to Clause 36.10 will be limited to the extent that the value of such liabilities incurred by the Frailty Lead Commissioner exceed the value of the liabilities (if any) owed by the Frailty Lead Commissioner to the other Partners or the Pooled Fund pursuant to Clause 36.6, 36.7 or 36.9.

36.11 Upon termination of this Agreement (in whole or in part) for any reason, any liability incurred by the Pooled Fund as a result of draw down of Invest to Save Funds from the Welsh Government will be shared in accordance with the loan repayment profile set out in Schedule 5

36.12 Subject to the provisions of this Clause 36, on termination, any underspend shall be dealt with in accordance with Clause 21 and any overspend shall be dealt with in accordance with Clause 20.

36.13 Where the Agreement is terminated in part, then except for that part of the Agreement that has been terminated, this Agreement shall continue in full force and effect. Where the Agreement is terminated in respect of one Partner then

subject to Clause 36.3, the Agreement shall continue in full force and effect in relation the remaining Partners unless otherwise agreed by the remaining Partners.

36.14 Termination of this Agreement (in whole or in part) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of this Clause and Clauses 4, 6.1 (insofar as it refers to the Invest to Save Funding) 8.2, 20, 21, 26, 27, 33.3, 34, 35.1, 36 (as applicable), 37, 38, 39, 40, 42, 44 to 49 (inclusive) which shall continue in full force and effect.

37 CONFIDENTIALITY

37.1 Except as required by law, each Partner agrees at all times during the continuance of this Agreement and after its termination to keep confidential all documents and papers which it receives or otherwise acquires in connection with the others and which are marked with such words signifying that they should not be disclosed.

38 FREEDOM OF INFORMATION

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

39 WAIVERS

39.1 The failure of a Partner to enforce, at any time or for any period of time, any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Partner thereafter to enforce such provision.

39.2 No waiver in any one or more instances of a breach of any provision hereof, shall be deemed to be a further or continuing waiver of such provision in other instances.

40 ENTIRE AGREEMENT

40.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement, and any representation promise or condition not incorporated herein shall not be binding on any Partner.

40.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of each of the Partners.

41 CHANGES IN LEGISLATION, ETC.

41.1 The Partners, through the GFJC, shall review the operation of the Arrangements and all or any procedures or requirements of this Agreement on the coming into force of any relevant statutory or other legislation or guidance affecting the Arrangements so as to ensure that the Arrangements comply with such legislation or guidance.

42 GOVERNING LAW

42.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English and Welsh Courts.

43 HUMAN RIGHTS

43.1 Each Partner shall, and shall ensure that its employees' agents and sub-contractors shall, at all times act in a way which is compatible with the Convention rights within the meaning of section 1 of the Human Rights Act 1998.

43.2 Each Partner (the “First Partner”) shall indemnify the other Partners (“Other Partners”) against any liability, loss, claim or proceedings incurred by the Other Partners arising out of and/or in connection with any breach by the First Partner of its obligations under Clause 43.1 in respect of the Arrangements.

44 DISPUTES

44.1 In the event of a dispute between the Partners in connection with this Agreement, the matter shall be referred to the GFJC who shall endeavour to resolve the dispute.

44.2 In the event that the dispute remains unresolved having followed the procedure in Clause 44.1, or where owing to the nature or level of the dispute it would be inappropriate for members of the GFJC to seek to resolve it, the matter shall be referred to the Executive Bodies who shall endeavour to settle the dispute between them.

44.3 In the event that the Partners remain unable to resolve the dispute between themselves within a reasonable period of time having regard to the nature of the dispute and having followed the procedure in Clauses 45.1. 45.2, the matter may be referred by the GFJC for arbitration on the following basis: -

44.3.1 referral shall be to a single arbitrator selected by the Executive Bodies or, in the absence of agreement, to be nominated by the President of the Chartered Institute of Arbitration;

44.3.2 such arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 and the arbitrator appointed shall have the power to: -

44.3.2.1 obtain the assistance of such experts as he or she shall think fit and to adopt any statement or report that is obtained; and

44.3.2.2 order and direct what he or she shall think to be done by any of the Partners respectively with regard to the matters in difference.

44.3.2.3 the decision of the arbitrator shall be final and binding on all Partners.

45 TRANSFERS

45.1 No Partner may assign, mortgage, transfer, sub-contract or dispose of this Agreement or any benefits and obligations hereunder without the prior written consent of the other Partners acting through the GFJC except to any statutory successor in title to the appropriate statutory functions.

46 NO PARTNERSHIP

46.1 Nothing in this Agreement shall create or be deemed to create a legal partnership or the relationship of employer and employee between the Partners.

47 NOTICES

47.1 Any notice or communication shall be in writing.

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

Blaenau Gwent County Borough Council

Assistant Director of Social Services, Blaenau Gwent County Borough Council,
Civic Centre, Ebbw Vale, NP23 6XB

Caerphilly County Borough Council

Assistant Director of Social Services, Caerphilly County Borough Council,
Penallta House, Tredomen Park, Ystrad Mynach, Hengoed, CF82 7PG

Monmouthshire County Council

Chief Officer, Social Care and Health, Monmouthshire County Council, County
Hall, Rhadyr, Usk, Monmouthshire NP15 1GA

Torfaen County Borough Council

Joint Director/Head of Integrated Services, Social Care and Housing, Torfaen County Borough Council, Civic Centre, Pontypool, Torfaen, NP4 6YB

Newport City Council

Corporate Director, Care and Customers, Newport City Council. Civic Centre, Newport, NP20 4UR

Aneurin Bevan University Local Health Board

CEO

Aneurin Health Board, Headquarters, St Cadoc's Hospital, Caerleon, Newport, NP18 3XQ.

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

48 SEVERANCE

- 48.1 If any provision of this Agreement becomes or is declared by any court of competent jurisdiction to be invalid or unenforceable in any way such enforceability shall in no way impair or affect any other provision of this Agreement all of which will remain in full force and effect.

49 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 49.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS WHEREOF the Partners have executed this Agreement as a Deed the day and year first above written:

Executed as a deed by affixing the
COMMON SEAL of
TORFAEN COUNTY BOROUGH COUNCIL

In the presence of:

Signed (Authorised Officer):
Name/Position:

Signed (Authorised Officer):
Name Position:

Executed as a deed by affixing the
COMMON SEAL of
BLAENAU GWENT COUNTY BOROUGH COUNCIL

in the presence of:

Signed (Authorised Officer):
Name/Position:

Signed (Authorised Officer):
Name/Position:

Executed as a deed by affixing the
COMMON SEAL of
CAERPHILLY COUNTY BOROUGH COUNCIL

in the presence of:

Signed (Authorised Officer):
Name/Position:

Signed (Authorised Officer):
Name/Position:

Executed as a deed by affixing the
COMMON SEAL of
MONMOUTHSHIRE COUNTY COUNCIL

in the presence of:

Signed (Authorised Officer):

Name/Position:

Signed (Authorised Officer):

Name/Position:

Executed as a deed by affixing the
COMMON SEAL of
NEWPORT CITY COUNCIL

in the presence of:

Signed (Authorised Officer):

Name/Position:

Signed (Authorised Officer):

Name/Position:

Executed as a deed by affixing the
COMMON SEAL of
ANEURIN BEVAN UNIVERSITY LOCAL HEALTH BOARD

in the presence of:

Signed (Authorised Officer):

Name/Position:

Signed (Authorised Officer):

Name/Position:

SCHEDULE 1: SUBGROUPS OF THE GWENT FRAILTY JOINT COMMITTEE TERMS OF REFERENCE

Blaenau Gwent, Caerphilly, Monmouthshire, Newport, Torfaen

Frailty Programme – Integrated Model of Care

Operational Co-ordinating Group (OCG)

Terms of Reference

Roles & Responsibilities

The Gwent Frailty Joint Committee (GFJC) is supported by an executive group known as Operational Co-ordinating Group (OCG). This will be jointly chaired by a designated Local Authority (LA) Director of Social Services and the Aneurin Bevan University Health Board (ABUHB) Primary Care and Community Services Divisional Director; the Chair will be rotated every two years. The OCG will be the Group advising and reporting to the GFJC on a range of issues that the Committee has responsibility for and which are in turn delegated to the Programme Director, the locality Integrated Partnership Boards (IPB), Locality Heads of Service/ABUHB Community Division Divisional Nurses and ultimately the CRT/IST Managers.

The OCG will also support the Lead Commissioner to meet its obligations under this Agreement by advising and reviewing all aspects of the Frailty programme. The OCG will act as a link between IPB, Lead Commissioning team and the GFJC.

The OCG will comprise: -

- Local Authority Director of Social Services (Joint Chair);
- ABUHB Primary Care and Community Division Divisional Director (Joint Chair);
- Frailty Programme Director;
- Frailty Programme Manager;
- Pooled Fund Manager;
- ABUHB Finance lead;
- Frailty Clinical Director;
- Local Authority Heads of Service;
- ABUHB Divisional Nurses; and
- Lead Commissioning Team secretariat support.

Other representatives will be invited on an ad hoc basis for specific items.

The OCG will provide the key support and advice to the Lead Commissioner to enable the Lead Commissioning Team to service the GFJC with reports and advice. The group will also need to

be the key link into the Primary and Community Services Board to ensure that the Community Services agenda is linked appropriately with Frailty. They will do so by: -

- Receiving monthly performance reports from the IPBs;
- Monitoring and benchmarking across the region and beyond;
- Advising the GFJC;
- Directing the work of any sub-groups;
- Promoting continuous service improvement; and
- Making recommendations to the Lead Commissioner for the Joint Committee.

The Lead Commissioning Team will provide secretarial support to the OCG.

Frequency of Meetings

The OCG will meet on a bi-monthly basis.

The following work streams will continue to meet and report to the OCG: -

- Finance; and
- Performance Management and Reporting.

If the GFJC or OCG identify an area for Continuous Improvement (CI) then a Task and Finish Group will be set up that will be appropriately resourced by staff from the partner organisations, with a Task Leader identified. The Task Leader will develop a work strand to include tasks, resources required, cost, milestones and expected outcomes. The Task Leader will then report upon progress at the OCG and GFJC.

Any work streams will uphold the principles of inter-agency, cross-boundary, multi-disciplinary working. Membership of any sub-group will be expected to include a wide spectrum of expertise including front-line operational staff, and other key stakeholders. CRT/IST Managers will need to have a key role in the work of any groups and be able to bring the consistency of application of delivery and procedures across Gwent.

Note – it is expected that the current Frailty Governance structure will be changed after April 2016, led by the replacement of the GFJC with The Partnership Board. It is anticipated that The Partnership Board will have similar roles and responsibilities, including decision making, as the current GFJC; the Terms of Reference (TORs) for The Partnership Board are still being developed. Once the TORs are agreed and implemented, then The Partnership Board will replace the GFJC. Upon completion of this change, the revised Governance structure at Schedule 2 will be introduced.

SCHEDULE 2: REVISED GOVERNANCE STRUCTURE AND SUBGROUPS OF THE GWENT FRAILITY JOINT COMMITTEE TERMS OF REFERENCE

At this update to the Frailty programme Section 33, the programme has been operating for 5 years and a requirement to review the Governance structure has arisen. It is agreed by all Partners that the Programme should now be treated as business as usual (BAU) and not attract any speciality status; however periodic formal meetings will still need to occur to track the Programme’s performance and financial situation.

In line with the BAU approach, the most efficient way of conducting ongoing Governance would be to utilise the existing meeting structure between ABUHB and the five local authority partners, i.e. the Integrated Partnership Boards, the Leadership Group and the (soon to be established) Partnership Board, which will replace the GFJC.

This will result in the demise of the Operational Coordinating Group, however this will be replaced by a combination of the Leadership Group and the new Service Improvement Group (SIG), as shown at Figure 1.

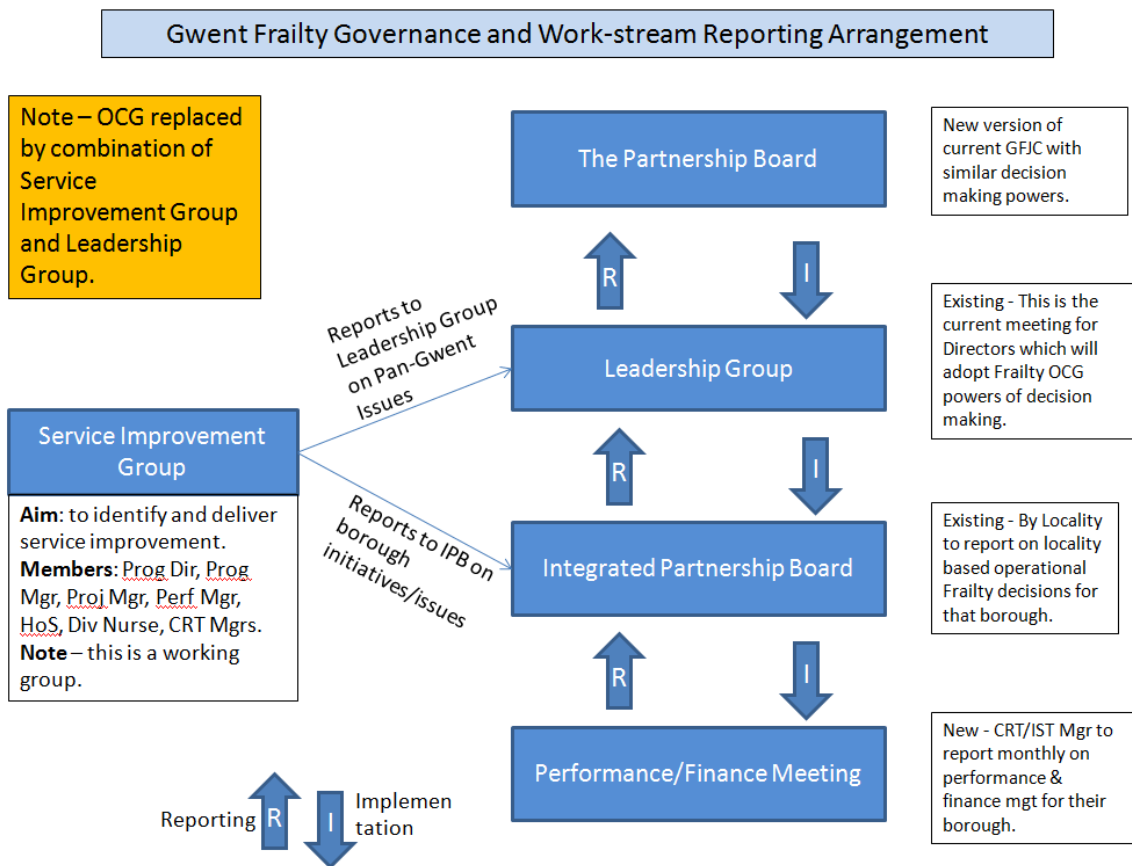


Figure 1 - Revised governance and reporting structure.

The Partnership Board - The Greater Gwent Health, Social Care and Well-being Partnership is a new key Partnership body established to lead and guide the implementation of the Social Services and Well Being (Wales) Act 2014 in the Gwent area (covering the areas of Blaenau Gwent, Caerphilly, Monmouthshire, Newport and Torfaen).

The Partnership has the purpose of bringing together statutory, third sector and independent sector partners with the collective aim of improving health and social care service delivery for citizens of the areas covered by the partnership. It will build on existing regional joint planning arrangements through the implementation of the Social Services and Well-being (Wales) Act 2014 and an on-going programme of integrating and/or aligning relevant services.

The Leadership Group - is an existing monthly meeting for ABUHB and Local Authority Directors to discuss health and social care issues and to make decisions based on the wellbeing of patients/clients. It will perform the function of Officer Support Group to the Partnership Forum/Board. It is anticipated that the Frailty Programme Director will provide a programme progress report at the Leadership Group. It is expected that the Leadership Group will consider, review and agree any proposals for change, investment, disinvestment and impacts on whole programme.

Integrated Partnership Board - these are monthly reporting and decision-making meetings held in each Borough and attended by ABUHB and LA staff. The remit of these meetings are wide and therefore Frailty will form only a part of the agenda. It is anticipated that Frailty decision-making that is below the level of the Directors can be made at these meetings, subject to Programme Director approval.

Performance/Finance Meeting - these meetings will occur monthly and will entail the CRT/IST Manager briefing (with support from the Lead Commissioning Finance Team) to the Programme Director on their operational and financial performance. This meeting will allow all parties to analyse the data provided and therefore identify efficiencies/changes that could be implemented to enable an improved service delivery.

Service Improvement Group - The Service Improvement Group (SIG) is a new programme task-and-finish group that will be introduced under the revised Governance structure from April 2016, in line with the introduction of the statutory Regional Partnership Board.

Aim

The aim of the SIG will be to identify and deliver service improvements. It will operate as a working group (not a steering group) and initially will convene on a monthly basis to address the

Cordis Bright work streams under the guidance of the Programme Director. At an appropriate point in time, it is anticipated that the SIG will convene on an as-and-when basis, as required.

Function

The entire SIG may be implemented to deliver a pan-Gwent work strand or the option may be taken to initiate a mini-SIG to deliver a particular Borough's work strand that is specific to that area of the service only, and therefore would only require relevant attendees.

Composition

The composition of the SIG will be as follows:

- Frailty Programme Director (Chair);
- Frailty Programme Manager (Secretary);
- Frailty Project Manager;
- Frailty Performance Manager;
- Local Authority Heads of Adult Services:
 - Blaenau Gwent;
 - Caerphilly;
 - Monmouthshire;
 - Newport; and
 - Torfaen.
- ABUHB Community Divisional Nurses:
 - Blaenau Gwent and Torfaen;
 - Caerphilly; and
 - Monmouthshire and Newport.
- CRT Managers:
 - Blaenau Gwent;
 - Caerphilly;
 - Monmouthshire;
 - Newport; and
 - Torfaen.
- Lead Commissioner Interim Pooled Fund Manager*; and
- Lead Commissioner Finance Representative*.

*These roles will attend as required

Reporting

The SIG will have the ability to report two-ways dependent upon the significance of the work strand.

If the work strand is pan-Gwent then the reporting direction will be to the Leadership Group as it is likely that the requirement/outcome will cross Borough boundaries and will need agreement/funding from the Partnership.

If the work strand is particular to a single borough then the reporting direction can be to that particular Borough's IPB as the requirement/outcome will not cross Borough boundaries and will only, therefore, need agreement/funding from that Borough's element.

SCHEDULE 3: Lead Commissioning Team - Roles and Responsibilities

The overarching responsibilities of the Lead Commissioning Team are as follows: -

- Overall programme management;
- Financial management and reporting;
- Consolidation of performance reporting; and
- Provision of secretarial/administrative support.

The composition of the Lead Commissioning Team is set out below. Where circumstances arise and additional support is required by the Lead Commissioner then this must be referred to the OCG and then on to the GFJC for authorisation.

Staffing Arrangements

- Programme Director;
- Programme Manager;
- Pooled Fund Manager;
- Performance Manager;
- Project Manager (tbc);
- Accountancy Support; and
- Administrative Support.

Roles and Responsibilities

The Lead Commissioning Team is responsible for implementation of Frailty programme arrangements on behalf of the GFJC. Specifically duties will include the following: -

- Programme management and co-ordination;
- Consolidation of financial management and reporting;
- Invest to Save Loan repayments to the Welsh Government;
- Communications with the Welsh Government in respect of Invest to Save Funding;
- Audit arrangements and financial governance;
- Consolidation of performance management reports; and
- Secretariat services to the GFJC.

Programme Director

The Programme Director is responsible for the operational management of the following Frailty programme arrangements on behalf of the GFJC. Specifically duties will include the following: -

- Programme management and co-ordination of service delivery;
- Communications with the Welsh Government of a service delivery nature;
- Operational audit arrangements;
- Consolidation of performance management reports;
- Secretariat services to the GFJC and OCG;
- Consolidation of LDP's; and
- Procurement of project-wide goods and services as appropriate.

Programme Manager

Role of the Programme Manager is as follows: -

- Co-ordinating the activity of the work streams detailed in Schedule 1;
- Managing the process for the production of annual Locality Delivery Plans (LDPs);
- Co-ordination of performance reporting using the Frailty Programme's outcomes-based performance management framework and agreed formats;
- Monitoring consistency across the Localities and compliance with the core deliverables and service standards for the CRTs/ISTs;
- Overseeing and reporting on the testing of agreed variations in service delivery;
- Analysing performance and pilot results and advising the Programme Director, GFJC and OCG on adaptations required to achieve service improvement;
- Providing support to the GFJC and OCG e.g. preparing agendas and reports, agreeing notes of meetings and progressing/driving agreed actions; and
- Other duties as determined by the Lead Commissioner and /or the OCG.

Pooled Fund Manager

The Pooled Fund Manager is responsible for the management of the Pooled Fund including the preparation, monitoring and review of consolidated budget monitoring reports and the management of Invest to Save monies.

The Pooled Fund Manager will also provide financial advice to the GFJC in relation to the ongoing financial position of each partner and the service in general. The Pooled Fund Manager

will also provide financial management information to the OCG and support monthly locality finance reviews.

The Pooled Fund Manager will also co-ordinate the process of ensuring that the financial impact of any changes being considered are communicated to the GFJC. Localities are required to notify the Pooled Fund Manager of any proposed changes in accordance with the Scheme of Delegation for initial consideration by the OCG, which will then make appropriate recommendations to the GFJC.

The Pooled Fund Manager will ensure that the appropriate level of accountancy support is provided to the Partnership by the Lead Commissioner in order to discharge all the duties of the Pooled Fund Manager.

Performance Manager

This role will be responsible for the provision of performance and data gathering, performance intelligence and impact analysis for all CRTs on a pan-Gwent basis. This role will help drive service delivery and financial efficiencies into the programme based upon qualitative and quantitative evidence.

Project Manager

The Frailty Project Manager will be responsible for driving the programme plan ensuring all activities are captured and tracked and that all programme milestones are achieved.

Secretariat Support

This post will provide all aspects of secretarial support relating to Gwent Frailty Partnership including the following: -

- Supporting the co-ordination of performance reporting meetings for the Performance Manager;
- Organising of meetings of the GFJC, OCG, various project workstreams and ad-hoc meetings relating to Gwent Frailty Partnership;
- Preparation of papers for the aforementioned meetings; and
- Preparation of Minutes of the aforementioned meetings.

Management of Central Costs

The Pooled Fund Manager will be responsible for financial oversight of Lead Commissioner costs for the project and any costs relating to demand led services provided at a Gwent-wide level as outlined in Schedule 6.

SCHEDULE 4: (SPARE)

SCHEDULE 5: INVEST TO SAVE LOAN REPAYMENTS

1. This Schedule includes information regarding the repayment profile of the Welsh Government Invest to Save Loan.

2. During the initial phase of the Gwent Frailty Partnership, £6,314,000 of Welsh Government Invest to Save Loan was drawn down by the Partnership to provide the initial investment necessary to launch the Gwent Frailty Programme. By 31st March 2015, £1,375,000 of the Loan had been repaid by the Partnership to the Welsh Government leaving a balance outstanding of £4,939,000. The following table sets out the amounts of Loan drawn down and repaid each year over the period 2010/11 to 2014/15:-

Financial Year	Draw Down	Repayment	Balance Outstanding
	£000	£000	£000
10/11	2,775	0	2,775
11/12	2,250	0	5,025
12/13	1,289	375	5,939
13/14	0	1,000	4,939
14/15	0	0	4,939

3. A repayment profile in respect of this balance was agreed with Welsh Government in July 2015 and the annual contributions towards this repayment required from each partner were subsequently agreed by the GFJC as follows:-

Financial Year	ABUHB	Blaenau Gwent	Caerphilly	Monmouth -shire	Newport	Torfaen	Total
2015/2016	£644,895	£11,475	£65,875	£32,385	£54,145	£41,225	£850,000
2016/2017	£629,721	£12,616	£68,226	£31,623	£47,559	£40,255	£830,000
2017/2018	£629,721	£12,616	£68,226	£31,623	£47,559	£40,255	£830,000
2018/2019	£629,721	£12,616	£68,226	£31,623	£47,559	£40,255	£830,000
2019/2020	£621,374	£12,449	£67,322	£31,204	£46,929	£39,722	£819,000
2020/2021	£591,786	£11,856	£64,116	£29,718	£44,694	£37,830	£780,000
Total	£3,747,218	£73,628	£401,991	£188,176	£288,445	£239,542	£4,939,000

4. The Pooled Fund Manager will ensure that contributions in to the Pooled Fund are collected from Partners in accordance with the above profile and that the total contributions collected will be passed on to the Welsh Government each financial year in repayment of the outstanding balance of the Invest to Save Loan.

SCHEDULE 6: FINANCIAL ARRANGEMENTS

1. The base budget for the Gwent Frailty Partnership for 2016/17 will be £15,954,000 and will cover both Locality elements and Gwent-wide elements of the service. Further details of how this budget will be spent are set out in Appendix 1
2. The base budget for 2016/17 will be funded by contributions from each Partner as set out in Appendix 2. For information only, the contributions identified in Appendix 2 are analysed further in Appendix 3. This appendix demonstrates how the agreed contributions under this agreement compare with what partner contributions would have been had the financial model for the Frailty Partnership remained the same as under the Section 33 agreement that covered the initial period of the Partnership.
3. Any variations from this base budget in future years will be considered as additional investment in to or disinvestment from the Partnership and as such will be treated in accordance with clauses 19.2 to 19.7 of this agreement. This will include any variations due to inflationary pressures.

SCHEDULE 6 - APPENDIX 1

APPROVED EXPENDITURE BY PARTNERS 2016/17		CATEGORY OF COST										TOTAL APPROVED EXPENDITURE	
		Falls			Reablement			Urgent Response			Add GWICES Spend		Less Savings Requirement
		Pay	Non-Pay	Total	Pay	Non-Pay	Total	Pay	Non-Pay	Total			
LOCAL EXPENDITURE													
Blaenau Gwent	ABUHB	£0	£0	£0	£971,400	-£66,216	£905,184	£400,440	£15,492	£415,932			
	LA	£0	£0	£0	£376,265	£58,996	£435,261	£0	£0	£0	£25,300		
	Total	£0	£0	£0	£1,347,665	-£7,220	£1,340,445	£400,440	£15,492	£415,932	£25,300	-£46,278	£1,735,399
Caerphilly	ABUHB	£147,840	£38,173	£186,013	£135,576	£364,527	£500,103	£1,043,628	£266,928	£1,310,556			
	LA	£0	£0	£0	£2,109,895	-£164,080	£1,945,815	£398,325	-£65,299	£333,026	£44,219		
	Total	£147,840	£38,173	£186,013	£2,245,471	£200,447	£2,445,918	£1,441,953	£201,629	£1,643,582	£44,219	-£112,204	£4,207,528
Monmouthshire	ABUHB	£144,180	£11,316	£155,496	£407,604	£16,728	£424,332	£438,228	£22,872	£461,100			
	LA	£19,860	£3,636	£23,496	£1,108,696	£37,092	£1,145,788	£31,692	£0	£31,692	£67,759		
	Total	£164,040	£14,952	£178,992	£1,516,300	£53,820	£1,570,120	£469,920	£22,872	£492,792	£67,759	-£59,993	£2,249,670
Newport	ABUHB	£282,048	£10,584	£292,632	£207,420	-£34,032	£173,388	£1,369,092	£182,292	£1,551,384			
	LA	£0	£0	£0	£356,485	£19,235	£375,720	£979,749	£198,600	£1,178,349	£50,159		
	Total	£282,048	£10,584	£292,632	£563,905	-£14,797	£549,108	£2,348,841	£380,892	£2,729,733	£50,159	-£94,071	£3,527,561
Torfaen	ABUHB	£55,128	£76,260	£131,388	£583,032	£683,636	£1,266,668	£791,076	£47,628	£838,704			
	LA	£132,328	£10,344	£142,672	£810,026	-£309,516	£500,510	£0	£0	£0	£32,559		
	Total	£187,456	£86,604	£274,060	£1,393,058	£374,120	£1,767,178	£791,076	£47,628	£838,704	£32,559	-£75,651	£2,836,850
TOTAL LOCAL EXPENDITURE		£781,384	£150,313	£931,697	£7,066,399	£606,370	£7,672,769	£5,452,230	£668,513	£6,120,743	£219,996	-£388,197	£14,557,008
GWENT WIDE EXPENDITURE													
Lead Commissioning Team	£257,747												£257,747
Demand Led Services	£309,245												£309,245
W.G. Repayment	£830,000												£830,000
TOTAL EXPENDITURE	£1,396,992	£781,384	£150,313	£931,697	£7,066,399	£606,370	£7,672,769	£5,452,230	£668,513	£6,120,743	£219,996	-£388,197	£15,954,000

SCHEDULE 6 - APPENDIX 2

APPROVED CONTRIBUTIONS IN TO THE POOLED FUND FOR 2016/17	Locality Elements					ABUHB:LA Share of Local Sub- Pool	Gwent-Wide Elements			Total Pooled Fund	ABUHB:LA Local Shares
	Blaenau Gwent	Caerphilly	Monmouth- shire	Newport	Torfaen		Demand led Services	Lead Commis- sioning	W.G. Loan Repayment		
ABUHB											
Blaenau Gwent	£1,217,183					70.1%	£18,710	£25,772	£39,667	£1,301,332	69.3%
Caerphilly		£2,052,044				48.8%	£46,541	£25,775	£214,517	£2,338,877	50.5%
Monmouthshire			£968,465			43.0%	£27,987	£25,775	£99,430	£1,121,657	45.1%
Newport				£2,001,426		56.7%	£35,718	£25,775	£149,536	£2,212,455	57.5%
Torfaen					£2,117,826	74.7%	£25,667	£25,775	£126,571	£2,295,839	73.9%
TOTAL ABUHB	£1,217,183	£2,052,044	£968,465	£2,001,426	£2,117,826	57.4%	£154,623	£128,872	£629,721	£9,270,160	58.7%
Local Authorities											
Blaenau Gwent	£518,216					29.9%	£18,709	£25,775	£12,616	£575,316	30.7%
Caerphilly		£2,155,484				51.2%	£46,541	£25,775	£68,226	£2,296,026	49.5%
Monmouthshire			£1,281,205			57.0%	£27,987	£25,775	£31,623	£1,366,590	54.9%
Newport				£1,526,135		43.3%	£35,718	£25,775	£47,559	£1,635,187	42.5%
Torfaen					£719,024	25.3%	£25,667	£25,775	£40,255	£810,721	26.1%
TOTAL LOCAL AUTHORITIES	£518,216	£2,155,484	£1,281,205	£1,526,135	£719,024	42.6%	£154,622	£128,875	£200,279	£6,683,840	41.3%
TOTAL APPROVED CONTRIBUTIONS 2016/17	£1,735,399	£4,207,528	£2,249,670	£3,527,561	£2,836,850	100.0%	£309,245	£257,747	£830,000	£15,954,000	100.0%

Notes

- Contributions towards the Locality Elements of the pooled fund have been based on pre-Gwent Frailty declared budgets re-based at 2016/17 prices and adjusted to include additional investment in the programme since 2010/11 which has been funded by ABUHB and Local Authorities in the ratio 75.87% to 24.13%
- Contributions towards the Gwent-Wide Demand Led Services Element of the pooled fund have been based on the relative population at a local level and then shared equally between ABUHB and Local Authorities at a local level. These shares are set out in the following table:-

	LA	ABUHB	Total
Blaenau Gwent	6.05%	6.05%	12.10%
Caerphilly	15.05%	15.05%	30.10%
Monmouthshire	9.05%	9.05%	18.10%
Newport	11.55%	11.55%	23.10%
Torfaen	8.30%	8.30%	16.60%
Total	50.00%	50.00%	100.00%

- Contributions towards the Gwent-Wide Lead Commissioning Element of the pooled fund have been shared equally between between the 5 localities covered by the Programme and shared equally between ABUHB and Local Authorities at a local level.
- Contributions towards the repayment of the Welsh Government loan are based on the estimated financial benefits to each Partner that were included in the business case that supported the loan application subject to amendment agreed by the GFJC during the initial period of the partnership. These shares are set out in the following table:-

	LA	ABUHB	Total
Blaenau Gwent	1.52%	4.78%	6.30%
Caerphilly	8.22%	25.85%	34.07%
Monmouthshire	3.81%	11.98%	15.79%
Newport	5.73%	18.02%	23.75%
Torfaen	4.85%	15.24%	20.09%
Total	24.13%	75.87%	100.00%

SCHEDULE 6 - APPENDIX 3

AGREED PARTNER CONTRIBUTIONS FOR FIRST YEAR OF THE GWENT FRAILTY PARTNERSHIP AGREEMENT COMMENCING APRIL 2016

	Blaenau Gwent	Caerphilly	Monmouthshire	Newport	Torfaen	Total	Share
CONTRIBUTIONS TOWARDS LOCAL COSTS							
Pre Gwent Frailty Declarations (at 2016/17 prices)							
ABUHB	£938,196	£1,036,227	£272,688	£680,136	£1,470,168	£4,397,415	47.4%
Local Authority	£435,261	£1,715,897	£1,055,980	£1,214,321	£458,974	£4,880,433	52.6%
	£1,373,457	£2,752,124	£1,328,668	£1,894,457	£1,929,142	£9,277,848	100.0%
Post Gwent Frailty Investment (at 2016/17 prices)							
ABUHB	£260,341	£1,407,896	£652,564	£981,418	£830,694	£4,132,913	75.9%
Local Authority	£82,800	£447,773	£207,544	£312,134	£264,197	£1,314,448	24.1%
	£343,141	£1,855,669	£860,108	£1,293,552	£1,094,891	£5,447,361	100.0%
GWICES (Previously lead commissioning)							
ABUHB	£12,650	£22,110	£33,880	£25,080	£16,280	£110,000	50.0%
Local Authority	£12,650	£22,109	£33,879	£25,079	£16,279	£109,996	50.0%
	£25,300	£44,219	£67,759	£50,159	£32,559	£219,996	100.0%
Savings to be delivered to fund 2016/17 pressures							
ABUHB	£33,783	£81,909	£43,795	£68,672	£55,225	£283,384	73.0%
Local Authority	£12,495	£30,295	£16,198	£25,399	£20,426	£104,813	27.0%
	£46,278	£112,204	£59,993	£94,071	£75,651	£388,197	100.0%
Locality Redistribution							
ABUHB	£39,779	£332,280	£53,128	£383,464	£144,091	£0	
TOTAL CONTRIBUTIONS TOWARDS LOCAL COSTS							
ABUHB	£1,217,183	£2,052,044	£968,465	£2,001,426	£2,117,826	£8,356,944	57.4%
Local Authority	£518,216	£2,155,484	£1,281,205	£1,526,135	£719,024	£6,200,064	42.6%
	£1,735,399	£4,207,528	£2,249,670	£3,527,561	£2,836,850	£14,557,008	100.0%
ABUHB Share	70.1%	48.8%	43.0%	56.7%	74.7%	57.4%	
CONTRIBUTIONS TOWARDS GWENT WIDE COSTS							
Demand Led Services							
ABUHB	£18,710	£46,541	£27,987	£35,718	£25,667	£154,623	50.0%
Local Authority	£18,709	£46,541	£27,987	£35,718	£25,667	£154,622	50.0%
	£37,419	£93,082	£55,974	£71,436	£51,334	£309,245	100.0%
Lead Commissioning							
ABUHB	£25,772	£25,775	£25,775	£25,775	£25,775	£128,872	50.0%
Local Authority	£25,775	£25,775	£25,775	£25,775	£25,775	£128,875	50.0%
	£51,547	£51,550	£51,550	£51,550	£51,550	£257,747	100.0%
Welsh Government Loan Repayment							
ABUHB	£39,667	£214,517	£99,430	£149,536	£126,571	£629,721	75.9%
Local Authority	£12,616	£68,226	£31,623	£47,559	£40,255	£200,279	24.1%
	£52,283	£282,743	£131,053	£197,095	£166,826	£830,000	100.0%
TOTAL CONTRIBUTIONS TOWARDS GWENT WIDE COSTS							
ABUHB	£84,149	£286,833	£153,192	£211,029	£178,013	£913,216	65.4%
Local Authority	£57,100	£140,542	£85,385	£109,052	£91,697	£483,776	34.6%
	£141,249	£427,375	£238,577	£320,081	£269,710	£1,396,992	100.0%
AGREED CONTRIBUTIONS FOR FIRST YEAR							
ABUHB	£1,301,332	£2,338,877	£1,121,657	£2,212,455	£2,295,839	£9,270,160	58.1%
Local Authority	£575,316	£2,296,026	£1,366,590	£1,635,187	£810,721	£6,683,840	41.9%
	£1,876,648	£4,634,903	£2,488,247	£3,847,642	£3,106,560	£15,954,000	100.0%
ABUHB Share	69.3%	50.5%	45.1%	57.5%	73.9%	58.1%	

SCHEDULE 7: REPORTING ARRANGEMENTS AND PERFORMANCE INDICATORS

1. The minimum requirement for the reporting framework is outlined in the table at the end of this Schedule. This framework includes Financial, Workforce and Performance reporting requirements at an individual and consolidated Locality level and for the overall project.
2. The reporting framework for both Finance and Performance contains the following key points: -
 - Report reference number;
 - Report detail;
 - Reporting timetable/frequency;
 - Distribution;
 - Target audience; and
 - Responsible officer/s for feedback.
3. All reports will follow standard formats which are currently under review and will be finalised during 2016/17. Any proposed changes must be fed back to the Frailty Lead Commissioning Team for approval. In addition, if it is felt that new reports and/or performance indicators are required then requests must also be fed back to the Frailty Lead Commissioning Team for approval so that continuity is maintained across all Localities and Locality Partners. The Programme Director will report any proposed changes to the OCG. The process for agreeing changes will also apply to the SPA. Partners and CRT managers will be expected to comply with reporting requirements as part of this agreement.
4. Reports will cover financial, workforce and performance related information. Financial reports provide a base for overall financial reporting and management, informed decision making and provide assurance to the OCG and the GFJC that the Frailty Project is operating in line with approved financial plans, delegated budgets and expected performance levels..
5. The SPA and 'Portal' system is responsible for generation of a significant amount of performance data with the remainder coming from both ABUHB and Local Authority performance information systems. Specific information requirements to support the performance management framework are subject to amendment and final agreement but will be communicated to all parties by the Programme Director once endorsed by the OCG and GFJC.

6. The Frailty Programme KPIs are currently under review by the partners but to enable this updated Section 33 to achieve a timely sign-off by all partners prior to the commencement of FY 2016/17, the Programme will adhere to the current set of financial and performance reporting and KPIs. Once revised KPIs are identified and agreed by the GFJC (or Partnership Board if Apr 2016 onwards) then this Schedule will be updated.
7. The existing reporting framework is shown at Figure 2 and will be adhered to until revised reporting and KPIs are implemented. In general terms the monthly process is as follows: -
 - Locality partners and the SPA to feed information to the Lead Commissioner in the existing format along with a covering report highlighting key issues and any related actions required;
 - Lead Commissioner consolidates information into monthly reports for the OCG and quarterly reports for the GFJC. When the revised Governance structure is implemented the performance and finance reports will be reported at the IPB by the CRT Manager; and
 - Draft reports must be signed-off by each CRT Manager prior to consideration by the OCG/GFJC.
8. Activity delivery targets for the CRTs are subject to final agreement but as a minimum should not reduce below 2014/15 levels. A series of workshops will be held during 2015/16 and 2016/17 to complete the modelling work that will underpin these targets.

Note – it is expected that the current Frailty Governance structure will be changed after April 2016, led by the replacement of the GFJC with The Partnership Board. It is anticipated that The Partnership Board will have similar roles and responsibilities, including decision making, as the current GFJC; the Terms of Reference (TORs) for The Partnership Board are still being developed. Once the TORs are agreed and implemented, then The Partnership Board will replace the GFJC. Upon completion of this change, the revised Governance structure at Schedule 2 will be introduced.

Performance Reporting Framework

Monthly Activity Timetable

Report	Detail	Frequency	Distribution		From	Action	Response
Ref. No.			To		Localities/SPA to Lead Commissioner	Draft Reports by Lead Commissioner	Report Approval by Localities
LC1	Consolidated Budget Monitoring Financial Report. Note On quarterly basis report must be approved by the Programme Director	Quarterly	GFJC		X	X	X
LC2	Activity Information Report	Quarterly	GFJC		X	X	X
LC3	Referral Activity & Outcome data reports	Quarterly	GFJC		X	X	X
LC4	Expenditure Reports	Quarterly	GFJC		X	X	X
LC5	Benefits Realisation Report	Quarterly	GFJC		X	X	X
LC6	Updated Risk Register	Quarterly	GFJC		X	X	X
LC7	Potential Welsh Government Reports	TBA	GFJC		X	X	X
LC8	Workforce WTE report	Quarterly	GFJC		X	X	X
LC9	Miscellaneous Reports on Request	TBA	GFJC		X	X	X
LC10	Final Year End Audited Memorandum Accounts	Annual	GFJC		X	X	X
	Consolidated finance, workforce and performance report	Quarterly	GFJC				
	Monthly Finance Reports						
PFM1	Monthly Reports from Locality Partner Finance	Monthly	Lead Commissioner		X	X	X
PFM2	Locality Consolidated Monthly Budget Monitoring report	Monthly	Locality Heads		X	X	X
PFM2	Consolidated Budget Monitoring Financial Report. Note On quarterly basis report must be approved by the Programme Director	Monthly	OCG		X	X	X
PFM4	Locality Additional Expenditure refund (I2S) Reports	Monthly	PFM		X	X	X

Report	Detail	Frequency	Distribution		From	Action	Response
	Performance Based Reports						
PFM3	Performance Information for Report Cards	Quarterly	PFM		X	X	X
			Distribution as above				
PFM5	Locality Benefits Realisation and Welsh Government Repayments	Monthly	PFM		X	X	X

Figure 2 Frailty Performance Reporting Framework

Note – at the time of revising this Section 33, performance and KPI workshops are still ongoing and therefore the content and frequency shown in the table above are likely to change; approval to any change will be through the GFJC or The Partnership Board after Apr 2016.

SCHEDULE 8: PROVISION OF GOODS AND SERVICES IN SUPPORT OF THE PARTNERSHIP

Lead Commissioner

1. Corporate Services

In addition to the core Lead Commissioning Team, the Frailty Lead Commissioner will provide the following services: -

- Accountancy support for the Pooled Fund arrangements;
- Payments to creditors for programme wide services e.g. SPA;
- Payroll functions for Lead Commissioning and SPA staff (where appropriate);
- HR Services for Lead Commissioning and SPA staff (where appropriate);
- Procurement of services as delegated by the GFJC; and
- Legal advice as appropriate.

2. Assets and Equipment

The Frailty Lead Commissioner shall provide and make available to the Arrangements the following assets, equipment and furniture: -

- All office furniture, equipment and premises related to the Lead Commissioning role, including for the avoidance of doubt, any accommodation charges, rent, and rates. For the avoidance of doubt, the Frailty Lead Commissioner may charge such costs to the Pooled Fund as agreed by the GFJC.

3. Other Partners

Other partners to this Agreement, both Health and Social Care, must provide resources both in terms of staff, accommodation and other expenditure so as to ensure that the Frailty project is supported in their Locality.

SCHEDULE 9: RISK MANAGEMENT

1. Risk Management is essentially the identification and prioritisation of all risks and uncertainties that relate to organisations, allied to a strategy that seeks to manage, minimise or mitigate those risks effectively and efficiently. It also relates to using risk to further inform and guide service development and improvement, as well as wider organisational development.
2. Good risk management systems and processes will enable the locality management teams (including CRTs), the OCG and the GFJC to take decisions based on an informed understanding of potential risks, but with a clear expectation that identified risks will be well managed and will allow for the safe development, growth and change of Frailty services.
3. Risk is defined as the chance of something happening that will have an impact upon the delivery of services. It is measured in terms of likelihood and consequence and generates an understanding of its potential impact. Good risk management also relies on the GFJC addressing the impact of risks in cost effective ways and ensuring the Frailty Service has in place staff with appropriate skills to identify and assess risks and actively use this understanding and information to reduce harm, waste and variation as well further develop services.
4. Risks can be identified in the following categories: -
 - Clinical (clinical quality and safety for patients/service users);
 - Strategic and reputational (external confidence, statutory duties and the reputation of Partners);
 - Service (business planning, performance and delivery);
 - Financial;
 - Political;
 - Employment (recruitment, training, health and safety);
 - Environmental (property, plant and equipment); or
 - Information (collection, storage and use of data).
5. It is not possible to eliminate or avoid all risks and in some instances the GFJC and the wider Frailty service might have to take informed risks to achieve stated aims and objectives.

6. All potential risks must be identified and actions taken to respond to these risks. If after all necessary steps have been taken the risk remains, the GFJC may decide to accept the risk and continue to actively manage it.

7. CRT Managers and the OCG are responsible for maintaining risk management systems covering the following: -
 - The identification of risk;
 - The evaluation and assessment of risk in terms of likelihood and consequence;
 - The establishment of controls to actively manage risks;
 - The elimination or minimisation of risks, where possible;
 - The monitoring and operation of controls;
 - Reporting and awareness raising of risks; and
 - The consideration of the implications of risks that remain and how these are actively managed.

8. Risk Registers must be prepared by each CRT to record all risks, together with impact assessments and details of control mechanisms. The Risk Register should be routinely updated and reviewed at regular IPBs meetings and any material risks should be highlighted in monthly performance reports to the OCG. The minimum content of the Risk Register is shown below: -
 - Description of risk;
 - Risk owner;
 - Existing controls;
 - Current risk score;
 - Actions required;
 - Progress; and
 - Adjusted risk score.

SCHEDULE 10: ANNUAL LOCALITY DELIVERY PLANS

To enable each locality to deliver the Frailty service within the set financial and performance envelopes, it is imperative that each CRT commences the Financial Year (FY) with an agreed Annual Locality Delivery Plan (LDP). This plan will need to include:

- Service delivered in previous FY;
- Service delivered in forthcoming FY;
- Key achievements in previous year;
- Priorities for forthcoming FY;
- Details of current staff (by number and cost);
- Details of additional investment for staff appointments;
- Financial profile to deliver services; and
- Financial position by Borough.

Need to review existing LDPs to add to this schedule and perhaps insert proforma.

Each Locality will have an agreed LDP prior to the commencement of the new FY. The CRT/IST Managers will be responsible for overseeing implementation of the LDPs, in particular the following: -

- Implementation in line with Plan;
- Overseeing Operational Service management;
- Achievement of targets;
- Supporting integration;
- Performance monitoring;
- Financial monitoring and achievement of financial balance; and
- Delivery of local savings plans.

The CRT Managers will report to the Lead Commissioning Team (through the Operational Co-ordinating Group (OCG) until the revised governance structure is implemented) on a monthly basis, using the Frailty Programme Performance Management Framework and agreed reporting formats (as set out in Schedule 7).

SCHEDULE 11: SCHEME OF DELEGATION

The Frailty Scheme of Delegation is set out in Table 1 and provides an overview of the Scheme as well as the functions to be delegated and managed in each Locality / Partner Organisation.

Any proposed changes to the Scheme of Delegation must be referred to the Lead Commissioning Team for onward consideration by the GFJC.

Frailty Scheme of Delegation

The Frailty Scheme of Delegation is intended to help staff by making it clear what type of decisions and to what level can be taken within each Locality and by the GFJC.

Staff should always be aware of the need to ensure that all actions are carried out within the framework of the law. The legal framework and policies of each Local Authority Partner and the Aneurin Bevan University Health Board are brought together in each Locality. In addition, both parties have approved Standing Orders and Financial Regulations, which must be followed. These make clear the decisions that can be taken by GFJC Joint Committee, OCG/Leadership Group, Programme Director, Locality Management Meetings (IPB), CRT/IST Managers and the Lead Commissioner/Pooled Fund Manager.

Before making any financial decisions a check must be made to confirm that finance is available.

In relation to certain key decisions, this document defines who is allowed to take decisions within the Frailty Service. In taking any decision it should be remembered that Frailty Services are part of core service provision.

When the post holder to whom a decision is delegated is not available then depending on the nature and level of the decision it will either be taken by a nominated officer (an officer on a similar level) or referred to the Locality Service Lead for Frailty in any locality.

The Scheme specifies the lowest level at which each decision may be taken. **This does not mean that a decision must always be taken at that level.** You may wish to refer a decision to your immediate manager or to a more senior manager.

However decisions must not be delegated to below the level identified in the following table

Key

AC - Action

AP – Approve

R – Review only

DELEGATED FUNCTION	GWENT FRAILTY JOINT COMMITTEE	OCG/ LEADERSHIP GROUP	FRAILTY PROGRAM ME DIRECTOR (PD)	POOLED FUND MANAGER (PFM)	LOCALITY MANAGEMENT MEETINGS (IPB)	CRT/IST MANAGERS	VALUE LIMIT £	COMMENT
Service Delivery								
Develop annual Locality Delivery Plan (LDP)						✓ AC		
Agree annual Locality Delivery Plan				✓ AC	✓ AC			Within allocated Locality budget
Approve annual Locality Delivery Plans and Financial Estimate for submission to GFJC.			✓ AP - Programme	✓ AP - Financial				Within allocated Programme budget
Submit annual Locality Delivery Plans			✓ AC					
Approve annual Locality Delivery Plans	✓ AP	✓ R						
Implement annual Locality Delivery Plans					✓ AC	✓ AC		Within allocated Locality budget
Sign off of Section 33 Agreement together with Locality Delivery Plans (LDP's)	✓ AP	✓ R	✓ AC	✓ AC	✓ R			
Service Provision	✓ AP	✓ R	✓ AP-	✓ AP -	✓ R	✓ AC		

DELEGATED FUNCTION	GWENT FRAILTY JOINT COMMITTEE	OCG/ LEADERSHIP GROUP	FRAILTY PROGRAM ME DIRECTOR (PD)	POOLED FUND MANAGER (PFM)	LOCALITY MANAGEMENT MEETINGS (IPB)	CRT/IST MANAGERS	VALUE LIMIT £	COMMENT
changes			Programme	Financial				
To review and agree Frailty Operational Polices	✓ R	✓ AP	✓ AP	✓ R	✓ AC	✓ AC		
To review and agree Frailty Scheme of Delegation	✓ AP							
Agreement to any future Joint arrangements	✓ AP	✓ AP	✓ R	✓ R	✓ AC	✓ AC		
Changes to existing contracts included in base declarations and consideration of new contracts	✓ AP	✓ R	✓ AP- Programme	✓ AP - Financial				
<u>Financial Functions - Committee</u>								
Approval and sign off of Frailty forthcoming FY annual Plan and financial estimates	✓ AP							
Review and approval of Locality Estimates			✓ AP - Programme	✓ AP - Financial		✓ AC		

DELEGATED FUNCTION	GWENT FRAILTY JOINT COMMITTEE	OCG/ LEADERSHIP GROUP	FRAILTY PROGRAM ME DIRECTOR (PD)	POOLED FUND MANAGER (PFM)	LOCALITY MANAGEMENT MEETINGS (IPB)	CRT/IST MANAGERS	VALUE LIMIT £	COMMENT
Consolidated Review and approval of Lead Commissioner & Central Costs	✓ AP	✓ R	✓ AC	✓ AC				
Consolidated Quarterly review of financial forecasts and recommendations for action where appropriate	✓ AP	✓ AC	✓ AC	✓ AC				
Quarterly review of Invest to Save/Benefits Realisation	✓ AP		✓ AC	✓ AC				
Approval and sign off Year End Audited accounts	✓ AP			✓ AC				
Recommendations re use of underspends	✓ AP		✓ AP - Programme	✓ AP - Financial				
Inter- locality virement	✓ AP		✓ AC	✓ AC				
<u>Financial Functions - Locality</u>								

DELEGATED FUNCTION	GWENT FRAILTY JOINT COMMITTEE	OCG/ LEADERSHIP GROUP	FRAILTY PROGRAM ME DIRECTOR (PD)	POOLED FUND MANAGER (PFM)	LOCALITY MANAGEMENT MEETINGS (IPB)	CRT/IST MANAGERS	VALUE LIMIT £	COMMENT
Agree Locality activity			✓ AP	✓ AC	✓ AC	✓ AC		
Review of monthly consolidated budget reports from Pooled Fund Manager. Locality Finance partners to submit monthly info to Pooled Fund Manager		✓ R	✓ R	✓ AP	✓ R	✓ R		
Virement of funds within Locality Non Pay Expenditure (Including Travel)			✓ AP		✓ R	✓ AP	£5k	CRT Mgr Limit - £5k. PD Limit - £50k.
Virement of funds within Locality Staff Costs – Only after approval by Frailty Programme Director			✓ AP		✓ R	✓ AC		CRT Mgr Limit - £5k. PD Limit - £50k.
Authorisation of Travel Expenses						✓ AP		
Approval of Purchase orders up to £5K and subsequent authorisation of invoices for payment				✓ AP - Financial		✓ AP	£5k	

DELEGATED FUNCTION	GWENT FRAILTY JOINT COMMITTEE	OCG/ LEADERSHIP GROUP	FRAILTY PROGRAM ME DIRECTOR (PD)	POOLED FUND MANAGER (PFM)	LOCALITY MANAGEMENT MEETINGS (IPB)	CRT/IST MANAGERS	VALUE LIMIT £	COMMENT
Approval of Purchase orders over £5K and subsequent authorisation of invoices for payment			✓ AP	✓ AP - Financial			£50k	
<u>Staff Costs</u>				✓ AP				
Approval of staffing structures – in accordance with LDP and any future proposed key changes	✓ AP	✓ R	✓ AP	✓ AP - Financial		✓ AC		
Base budget unplanned expenditure to cover for sickness.			✓ AP			✓ AC		If unaffordable from in-year funding then escalate to GFJC.
Appointment of Medical and Senior Managers in accordance with LDP			✓ AP					
Establishment of new posts out with LDP	✓ AP	✓ R	✓ AP		✓ AP	✓ AC		

DELEGATED FUNCTION	GWENT FRAILTY JOINT COMMITTEE	OCG/ LEADERSHIP GROUP	FRAILTY PROGRAM ME DIRECTOR (PD)	POOLED FUND MANAGER (PFM)	LOCALITY MANAGEMENT MEETINGS (IPB)	CRT/IST MANAGERS	VALUE LIMIT £	COMMENT
Proposed changes to agreed Locality staffing structures that will affect total Locality/Programme cost	✓ AP	✓ R	✓ AP		✓ AP	✓ AC		To be supported with business case

Table 1 - Frailty Scheme of Delegation

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