

DATED.....2017

MERTHYR TYDFIL COUNTY BOROUGH COUNCIL

And

RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL

And

CWM TAF UNIVERSITY HEALTH BOARD

AGREEMENT

FOR THE PROVISION OF THE STAY WELL@HOME SERVICE ACROSS
THE CWM TAF REGION

THIS AGREEMENT is made the _____ day of _____ 2017
BETWEEN MERTHYR TYDFIL COUNTY BOROUGH COUNCIL of Civic Centre, Castle Street, Merthyr Tydfil Tydfil, CF47 8AN ("Merthyr Tydfil"),
RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL of The Pavilions, Cambrian Park, Clydach Vale, Tonypany, CF40 2XX ("RCT") and **CWM TAF UNIVERSITY HEALTH BOARD** of Ynysmeurig House Navigation Park Abercynon CF45 4SN (the "UHB").

(Each a 'Party' and together 'the Parties' to this Agreement).

WHEREAS

- (1) This Agreement for the Cwm Taf Stay Well @ Home Service is made under The Social Services and Well-being (Wales) Act 2014 (the 'Act') and the Partnership Arrangements (Wales) Regulations 2015 (the 'Regulations').
- (2) This Agreement provides for the establishment of the Cwm Taf Stay Well @ Home Service ('STAY WELL @ HOME SERVICE ') which will undertake functions on behalf of the Parties.
- (3) The general functions of the Cwm Taf STAY WELL @ HOME SERVICE will be to:-
 - Undertake prompt initial proportionate assessments at Accident & Emergency and the Clinical Decision Unit ('CDU') in Royal Glamorgan Hospital ('RGH') and Prince Charles Hospital ('PCH') and where necessary and appropriate commission health, social care and third sector community support to facilitate a safe and timely return home for the patient, thereby preventing avoidable admission to hospital.
 - Undertake a proportionate assessment for ward based patients with complex needs to support a safe and timely discharge back to a community setting.
 - Provide an enhanced, Health and Social Care community response to support the hospital based team facilitate a swift and safe hospital discharge.

- (4) This Agreement also provides for the establishment of an STAY WELL @ HOME SERVICE fund to ensure the STAY WELL @ HOME SERVICE has sufficient resources to provide equity of service provision across the Cwm Taf region.
- (5) The Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board will provide the practice and operational direction for the STAY WELL @ HOME SERVICE and advise the Cwm Taf Social Services and Well-being Partnership Board.
- (6) The Parties have each passed the necessary resolutions for the purposes of entering into this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 As used in this Agreement the following terms have the following meanings (unless otherwise stated in the Agreement):
 - 1.1.1 “s151 Officer” means RCT/Merthyr Tydfil Tydfil’s Chief Financial Officer (as defined by section 151 of the Local Government Act 1972);
 - 1.1.2 “Agreement” means this agreement including the Schedules;
 - 1.1.3 “Chief Finance Officer” means the chief finance officer within the UHB.
 - 1.1.4 “Commencement Date” means [DATE];
 - 1.1.5 “Cwm Taf @home Integrated Assessment and Response Service” or “STAY WELL @ HOME SERVICE ” means the integrated assessment and response service established under the Regulations by the Parties to provide the functions as set out in Schedule 1;
 - 1.1.6 “Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board” means a board comprising of those members set out in Schedule 2.;
 - 1.1.7 “Demand” means any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding made pursuant to Clause 4.5;
 - 1.1.8 “Evaluation Criteria” means the criteria against which the Annual Review will be undertaken as set out in Schedule 5;
 - 1.1.9 “Financial Protocol” means the protocol set out in Schedule 3;

- 1.1.10 “Information Sharing Framework” means the framework set out in Schedule 6;
- 1.1.11 “Nominated Lead Officer” means the lead officer identified within Schedule 5 of this Agreement who is responsible for a particular Service Component Element of the STAY WELL @ HOME SERVICE and the day to day administration, management, direction, development and performance of relevant Staff within that Service Component Element;
- 1.1.12 “Fund Contribution” means the funding to be made available by the UHB (as the recipient body of the Intermediate Care Fund (‘ICF’) funding) for the provision of any Service Component Element of the STAY WELL @ HOME SERVICE in accordance with Clause 8 and the Financial Protocol;
- 1.1.13 “Staff” means the staff required to provide the STAY WELL @ HOME SERVICE ;
- 1.1.14 “RCT Host Services” means the provision by RCT of all support services (save for the day to day administration undertaken by Staff in accordance with their duties) required by the STAY WELL @ HOME SERVICE including but not limited to Financial (Accounts, Payroll, Creditors, Debtors, Insurance) Human Resources, Health and Safety, Legal, ICT, Estates, PR/Marketing, Information Management, Internal Audit and Procurement;
- 1.1.15 “UHB Host Services” means the provision by the UHB of all support services (save for the day to day administration undertaken by Staff in accordance with their duties) required by the STAY WELL @ HOME SERVICE including but not limited to Financial (Accounts, Payroll, Creditors, Debtors, Insurance) Human Resources, Health and Safety, Legal, ICT, Estates, PR/Marketing, Information Management, Internal Audit and Procurement; and
- 1.1.16 “UHB Staff” means the staff seconded from the UHB to the STAY WELL @ HOME SERVICE for the provision of the STAY WELL @ HOME SERVICE.
- 1.2 Clause headings in this Agreement are for convenience only and shall have no contractual effect.
- 1.3 Any reference to a Clause is a reference to a Clause of this Agreement.

- 1.4 Any reference to a Schedule is a reference to a Schedule to this Agreement.
- 1.5 Words importing one gender shall include the other genders and words importing the singular include the plural and vice-versa.
- 1.6 Reference to “individual” or “person” shall include bodies' corporate, unincorporated associations and partnerships.
- 1.7 Any reference to any enactment or statutory instrument shall be deemed to include reference to such enactment or statutory instrument as re-enacted amended or extended.
- 1.8 An obligation not to do or omit to do something shall be deemed to include an obligation not to permit or (so far as is reasonably practicable) suffer that thing to be done or omitted to be done.
- 1.9 An obligation to do something shall include an obligation to seek to procure that it is done.

2. CO-OPERATION AND DISCUSSION

- 2.1 This Agreement is entered into on the understanding that the Parties will work on the basis of co-operation and will arrange to discuss with each other, as soon as possible, any problems or disputes which arise and will attempt to resolve any difficulties through negotiation at an early stage and to make themselves available with reasonable notice to discuss the issues under dispute. If the Parties fail to resolve a dispute through negotiation the provisions of Clause 20 shall apply.

3. AGREEMENT

- 3.1 This Agreement is made under the powers conferred by the Partnership Arrangements (Wales) Regulations 2015 (the ‘Regulations’) made under the Social Services and Well-being (Wales) Act 2014.
- 3.2 The Cwm Taf STAY WELL @ HOME SERVICE shall provide the functions on behalf of the Parties as set out in Schedule 1.

3.3 The Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board will provide the strategic and operational direction to the Cwm Taf STAY WELL @ HOME SERVICE and shall operate with the terms of reference set out in Schedule 2.

4. TERM AND TERMINATION

4.1 This Agreement shall continue unless all Parties to it at the time of the decision unanimously agree to terminate the Agreement and as part of that agreement allow a reasonable period in order to wind down the STAY WELL @ HOME SERVICE including compliance with any statutory requirements.

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

4.3 Should ICF funding be no longer available for use by the Parties for the STAY WELL @ HOME SERVICE this Agreement shall terminate from the end of the period the ICF can be utilised in accordance with its terms and conditions allow a reasonable period in order to wind down the STAY WELL @ HOME SERVICE including compliance with any statutory requirements. Prior to termination the Parties shall meet to discuss how any future collaboration may operate in the absence of the ICF.

4.4 Assets and liabilities of the Parties at termination remain the property and responsibility of the relevant Host Service Provider.

4.5 Subject to Clause 4.6 below any redundancy costs relating to STAY WELL @ HOME SERVICE Staff arising during the continuance of, or from the termination of, this Agreement shall be borne by the Party who employs the relevant member(s) of Staff being made redundant.

- 4.6 Any Staff redundancy costs relating to the Support@Home out of hours planning and supervision service for STAY WELL @ HOME SERVICE which arise during the continuance of, or from the termination of, this Agreement shall be apportioned and payable on the following basis: 25%Merthyr Tydfil and 75% RCT.

5. CWM TAF STAY WELL @ HOME SERVICE

- 5.1 The STAY WELL @ HOME SERVICE will operate across the Cwm Taf regional footprint as set out in the Regulations.
- 5.2 The Cwm Taf STAY WELL @ HOME SERVICE shall not, and will not require any member of the Staff to do anything that shall breach the employment contract of the employee and shall have no authority to vary the terms of such employment contract.
- 5.3 In accordance with the provisions of Clause 2 of this Agreement the Parties will co-operate with each other with regard to any employment issues arising from the termination of this Agreement, howsoever arising, including, without limitation, looking at reducing the number of redundancies wherever possible and complying with employment law including policies and procedures with a view to minimising the risk of any Demand and other employment law liabilities arising from the termination of this Agreement. To the extent that any Demand or other employment liabilities arise as a consequence of the termination of this Agreement for any reason, these will be dealt with in accordance with Clause 4.5 and 4.6 of this Agreement.

6. HOST SERVICES

- 6.1 It is agreed between the Parties that for the purpose of the development and operation of the Hospital Based Service and the Local Authorities Support @ Home Service components of the STAY WELL @ HOME SERVICE that RCT shall provide the RCT Host Services and subject to

Clause 6.3 shall have authority as from the Commencement Date to enter into any agreement necessary with any third party in respect of the provision of RCT Host Services including without prejudice to the generality of the foregoing any agreement relating to the purchase and provision of goods and services. Any such agreement for the purchase and provision of goods and services would be made in accordance with RCT Contract Procedure Rules and RCT Financial Procedure Rules (which require all expenditure to be incurred within the agreed budget), the Financial Protocol and all relevant legislation. Where any such agreement is for a period greater than two years and is for the STAY WELL @ HOME SERVICE only (rather than having wider applicability for RCT) and/or commits the STAY WELL @ HOME SERVICE to expenditure (rather than providing a mechanism for potential use) then this shall be subject to the approval of RCT's 151 Officer and the Chief Finance Officer

- 6.2 It is agreed between the Parties that for the purpose of the development and operation of the Health @ Home Service and Supporting Medication @ Home Service components within the STAY WELL @ HOME SERVICE that the UHB shall provide the UHB Host Services and subject to Clause 6.3 shall have authority as from the Commencement Date to enter into any agreement necessary with any third party in respect of the provision of UHB Host Services including without prejudice to the generality of the foregoing any agreement relating to the purchase and provision of goods and services. Any such agreement for the purchase and provision of goods and services would be made in accordance with UHB Contract Procedure Rules and UHB Financial Procedure Rules (which require all expenditure to be incurred within the agreed budget), the Financial Protocol and all relevant legislation. Where any such agreement is for a period greater than two years and is for the STAY WELL @ HOME SERVICE only (rather than having wider applicability for the UHB) and/or commits the STAY WELL @ HOME SERVICE to expenditure (rather than providing a mechanism for potential use) then this shall be subject to the approval of RCT's 151 Officer and the Chief Finance Officer.

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

7. STAFF

7.1 The staffing arrangements for the STAY WELL @ HOME SERVICE including Staff roles and responsibilities are as set out in Schedule 4 of this Agreement.

7.2 The UHB will remain the employer for the UHB Staff and retain responsibility for their clinical supervision and CPD.

7.3 Both RCT and Merthyr Tydfil remain the employer for the RCT Staff and Merthyr Tydfil Staff respectively and retain responsibility for their CPD...

8. FINANCIAL CONTRIBUTIONS

8.1 The financial relationship between the Parties is as set out in this Clause and the Financial Protocol at Schedule 3 of this Agreement and shall apply to the STAY WELL @ HOME SERVICE .

8.2 The funding for the STAY WELL @ HOME SERVICE will be provided solely through the ICF as identified in the Financial Protocol effective from the Commencement Date. The funds made available for the provision of the STAY WELL @ HOME SERVICE from the ICF shall be known as 'the Fund'.

8.3 The financial contributions to be made available for each STAY WELL @ HOME SERVICE Component Service Element and utilised from the Fund for Year 1 (2016/2017) will be based on the ICF allocation as shown in the table below:

Summary of Fund contributions receivable from the ICF
(Year 1 - 2016/2017)

Component Service Element	Estimated Annual Cost
Hospital Based Service	£678,768
Support @ Home Service	£605,066
Health @ Home Service	£143,182
Supporting Medication @ Home Service	£322,762
Central Management & Support	£80,490
Total Cwm Taf STAY WELL @ HOME SERVICE (Constituting the 'Fund Contribution')	£1,830,268

8.4 In respect of the funding of the STAY WELL @ HOME SERVICE there shall be a formal review of the funding mechanism on an annual basis, the first of which shall be in advance of the 2017/18 financial year. It will be for RCT's and Merthyr Tydfil's s151 Officer and the Cwm Taf UHB Chief Finance Officers to endorse any recommendation (for change or stay the same) being made to the funding mechanism of the Cwm Taf STAY WELL @ HOME SERVICE .

9. Funding

9.1 The UHB will act as 'banker' for receipt of the ICF which shall be payable to the Fund and used for the provision of each party's specific service component with the STAY WELL @ HOME SERVICE, and under the terms of the funding agreements the UHB will be responsible for accepting the terms and conditions of funding on behalf of the STAY WELL @ HOME SERVICE in accordance with the terms of the Financial Protocol.

9.2 Any new grant or additional funding streams targeted at the Cwm Taf STAY WELL @ HOME SERVICE must be considered by the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board. Permission to accept, expend or commit any monies from any new funding streams must be granted by the Party's s151 Officers and Chief Finance Officer (as applicable). It shall be the responsibility of the Nominated Lead Officers for each specific STAY WELL @ HOME SERVICE component service to bring such additional funding streams to the attention of the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board.

10. ADDITIONAL UHB RESPONSIBILITY

10.1 The UHB will ensure that ICT support is available to the Hospital Based Team of the STAY WELL @ HOME SERVICE in accordance with the terms of a service level agreement between the UHB and RCT (and entered into on or about the date of this Agreement) to enable that team to work effectively.

11. MERTHYR TYDFIL RESPONSIBILITIES

11.1 With regards to the Support@Home Service Component of the STAY WELL @ HOME SERVICE Merthyr Tydfil must:

11.1.1 Ensure that they have appropriate arrangements in place with regards to any licensing and information sharing agreements (including obtaining all necessary consents) that allow for RCT to effectively plan and administer out of hours intermediate care Staff rota's on Merthyr Tydfil's behalf using the 'Webroster' software system.

11.1.2 Ensure the provision of sufficient direct service (social care) staff available to respond to the requirements of this component of the STAY WELL @ HOME SERVICE out of office hours.

12. ANNUAL REVIEW OF THE STAY WELL @ HOME SERVICE AND THE AGREEMENT

12.1 All Parties commit to an annual review of the terms of this Agreement and the STAY WELL @ HOME SERVICE (which shall be carried out in accordance with the terms of the Evaluation Criteria) with such reviews being undertaken annually to correspond with the ICF timescales between January and March each year.

14 ACCESS TO INFORMATION

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

15. INDEMNITIES AND INSURANCE

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

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

15.3 The provisions of this Clause 15 shall survive the termination of this Agreement.

15.4 Where pursuant to Clause 6 of this Agreement one of the Parties to this Agreement is providing any part of the Host Services then the provisions of this Clause 15 shall apply mutatis mutandis.

16. VARIATION

16.1 Save as provided herein this Agreement cannot be varied without the approval of and prior written consent of all Parties (save where any Clause/Schedule of this Agreement relates to the ICF Fund arrangements between the Parties it may be amended by the approval and prior written consent of all the Parties). Any variation is to be signed and sealed by an authorised representative of each Party and will be annexed to this Agreement.

17. COMMUNICATION

17.1 Any communication required to be in writing under the terms of this Agreement shall be sent to each Party at the addresses set out in Clause 17.2 and marked for the attention of the person last notified in writing to the other Parties as being the person to receive communications for the purpose of this Agreement on behalf of that Party.

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

RCT

Chief Executive

Rhondda Cynon Taf County Borough Council

The Pavilions, Cambrian Park
Clydach Vale
Tonypandy
CF40 2XX

Merthyr Tydfil

Chief Executive
Merthyr Tydfil County Borough Council
Civic Centre, Castle Street
Merthyr Tydfil
CF47 8AN

UHB

Chief Executive
Cwm Taf University Health Board
Ynysmeurig House
Navigation Park
Abercynon
CF45 4SN

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

18. THIRD PARTY RIGHTS

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

19. SEVERANCE

19.1 If at any time any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal invalid or unenforceable in any respect provided that it would not affect or impair the legality, validity or enforceability of any other provision of this Agreement, this Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid provision eliminated except where it deprives one of the Parties of a substantial part of the benefit to be derived by it from this Agreement without providing any corresponding benefit.

19.2 If Clause 19.1 shall apply the Parties shall in good faith amend and, if necessary, execute such further assurances in relation to this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended clause complies with the laws of that jurisdiction but if the Parties cannot agree upon the terms of any amendment or assurance within six months of the date upon which the provision was determined to be wholly or partly illegal or unenforceable by any court, tribunal administrative body then the dispute will be determined in accordance with Clause 20 hereof.

20. DISPUTE RESOLUTION

20.1 If there is a dispute between the Parties concerning the interpretation or operation of this Agreement (save in the case where a dispute is relevant only to a Clause/Schedule relevant to and governs the relationship between the Contributing Parties only) then any Party may notify the others in writing that it wishes the dispute to be referred to a meeting of both Local Authority Directors of Social Services and the UHB Director of Planning & Performance to resolve.

20.2 If after the meeting of both Local Authority Directors of Social Services and the UHB Director of Planning & Performance to resolve the dispute under 20.1 above has not been resolved, any Party may refer the dispute to the Parties' Chief Executives for resolution.

- 20.3 If there is a dispute between the Parties relating to a Clause/Schedule of this Agreement which is relevant to and governs the relationship between the Contributing Parties only then a Party must notify the other in writing that it wishes the dispute to be referred to a meeting of both Local Authority Directors of Social Services and the UHB Director of Planning & Performance for resolution.
- 20.4 If after the meeting of both Local Authority Directors of Social Services and the UHB Director of Strategic and Operational Planning the dispute under 20.3 above has not been resolved, either Party may refer the dispute to the Parties' Chief Executives for resolution.
- 20.5 If the Chief Executives (or Parties' Chief Executives in the case of a dispute under 20.4 above) are unable to resolve the dispute by unanimous agreement within a period of 28 days of the matter being referred to them any Party may refer the matter to mediation. The Parties will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.
- 20.6 If the matter cannot be resolved by mediation any Party may refer the matter to arbitration on the following basis:
- 20.6.1 Referral shall be to a single Arbitrator selected by the Parties Chief Executives or, in the absence of agreement, to be nominated by the President of the Chartered Institute of Arbitration.
- 20.6.2 Such arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 and the Arbitrator appointed shall have the power to:
- 20.6.3 Order and direct what he or she shall think to be done by any of the Parties (or Contributing Parties' in the case of a dispute

under 20.4 above) respectively in relation to the matters in dispute;

20.6.4 The decision of the Arbitrator shall be final and binding on all the Parties.

20.6.5 Unless otherwise agreed or specified in the arbitration terms each Party (or Contributing Party in the case of a dispute under 20.4 above) shall bear its own costs incurred in the arbitration and the Parties (or Contributing Party in the case of a dispute 20.4 above) shall share equally the Arbitrator's costs and expenses.

21. WAIVER

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

21.2 No waiver under Clause 21.1 shall be a waiver of a past or future default or breach, nor shall it amend delete or add to the terms conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in the waiver.

22. FREEDOM OF INFORMATION

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

Parties as appropriate and responding to any requests by any Party receiving a request for comments or other assistance.

23. GOVERNING LAW AND JURISDICTION

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

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

The COMMON SEAL of **MERTHYR TYDFIL**)
COUNTY BOROUGH COUNCIL)

Was affixed in the presence of:)

Authorised Signatory
Designation.....

The COMMON SEAL of **RHONDDA CYNON**)
TAFF COUNTY BOROUGH COUNCIL)

Was affixed in the presence of:)

Authorised Signatory
Designation.....

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

Was affixed in the presence of:)

Authorised Signatory

Designation.....

DRAFT

SCHEDULE 1
THE CWM TAF STAY WELL @ HOME SERVICE
FUNCTIONS

The development of the STAY WELL @ HOME SERVICE will perform two pivotal functions which will be:-

- The 'Hospital Based Service' (which means "the services operated within the Accident & Emergency (A&E) and the Clinical Decision Unit (CDU) wards at the two acute hospital sites of RGH and PCH which operates 7 days per week and is run by the Hospital Based Team (as identified in Schedule 4)" ; and The Community response.

1. The Hospital Based Team

1.1 The Hospital Based Team will operate the Hospital Based Service between the hospital wards, A&E and the CDU at PCH and RGH dependent on activity and demand.

1.2 At A&E and the CDU the hospital based team will undertake proportionate assessments and commission community based support (for up to 14 days post discharge) to facilitate patients safe and timely return home to prevent unnecessary admission. This will be achieved by:

1.2.1 Respond to a request for assessment within an hour at A&E (during the operating hours of the Integrated STAY WELL @ HOME SERVICE)

1.2.2 Identifying patients who have either simple or complex discharge needs

1.2.3 Completing proportionate assessments and care plans on the RCT and MT social care ICT system and work flowing through to relevant social care community service for a 4 hour response

- 1.2.4 Providing appropriate equipment from the satellite hospital store to travel home with the patient or equipment to be provided as part of the 1st call at home through the Parties' existing contractual arrangements with Vision Products.
- 1.2.5 Accepting referrals from the Primary Care Out of Hours service via A&E following an A&E assessment
- 1.2.6 Referring to community health services for a 4 hour response (health @home/district nurses/community IV service etc)
- 1.2.7 Referring to third sector services (e.g. Age Connect/Care and Repair etc.)
- 1.2.8 Referring to the medication @home service for assessment and appropriate intervention to support medicines adherence and optimisation.
- 1.3 Of importance is that all services commissioned by the STAY WELL @ HOME SERVICE Hospital Based Team will require a formal review by UHB/RCT/Merthyr Tydfil community services within the first 14 days post discharge from hospital.

1.4 The Flowchart for A&E / CDU based service

Hospital Avoidance

A&E, Wards 4&6 (CDU)

How does it work?

A multi disciplinary team that reviews a person's circumstances after or alongside nursing triage to ascertain:

1. Whether they can return home with no support

2. Whether they can return home with a level of support (i.e. restart of existing package food bank, third sector)

3. Whether they can return home with a preventative service (i.e. Support @ home IC&R)

4. Whether they will require support from CDU wards 4 and 6 (24hr ward) but points 1, 2 and 3 could be commissioned to facilitate a timely return home

Where the patient is known to social care and there is an existing care plan in place:

- A copy of the care plan is to be printed and follow the patient.
- If admitted, timescales for package restart are to be noted

1.5 At hospital ward level the Hospital Based Team will:

1.5.1 For patients who are admitted onto a ward, following involvement from the SW@HT, the team will work with Ward staff, Health and Social Care Discharge Co-ordinators and the Discharge Liaison service to facilitate the most appropriate discharge home.

1.5.2 Undertake proportionate assessment utilising the default position that individuals are supported to return to a community setting (home) rather than:

- Transfer to a residential or nursing setting (this will only take place where all other alternatives have been exhausted).
- Transfer inappropriately to a community hospital for discharge planning

1.5.2 Complete proportionate assessments on social care IT system and workflow through to relevant social care community service

1.5.3 Where a placement is required from an acute hospital site to either a residential or nursing home, where there is sufficient

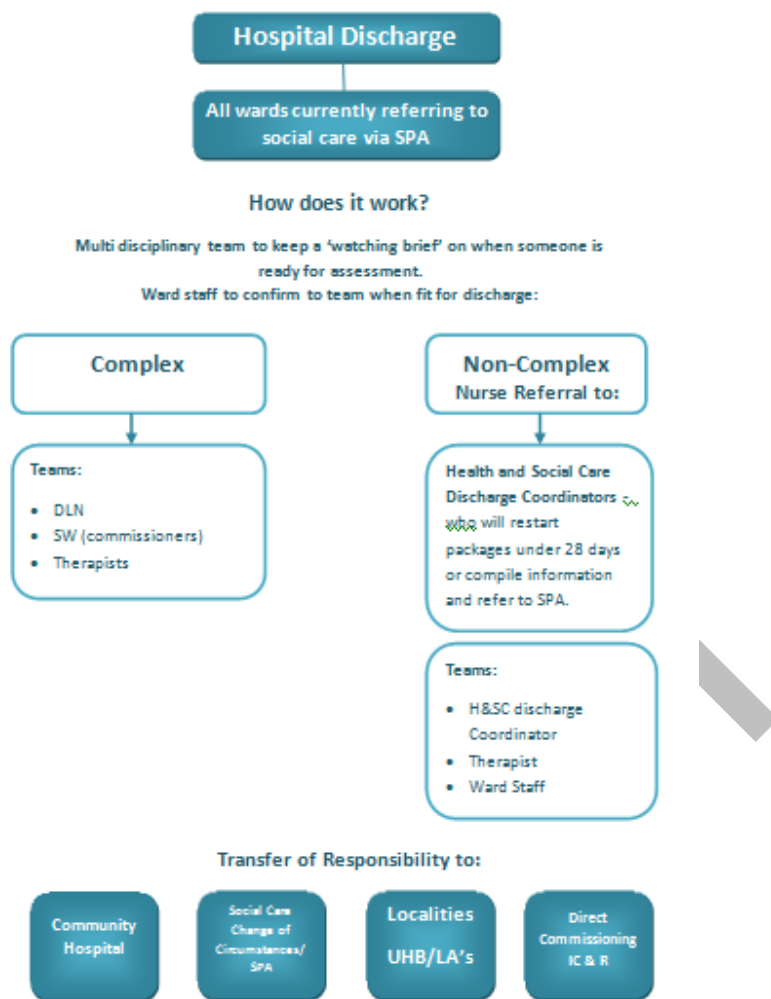
capacity, the Hospital Based team will contribute to the assessment and will communicate effectively with the relevant hospital and community teams (in line with current protocols).

1.6 It should be noted that simple discharges from hospital will continue to be supported by the existing Health and Social Care Discharge Co-ordinators who will continue to operate to their current remit

- facilitating all simple discharges to social care
- Attending ward meetings to provide social care information (existing packages of care or other relevant information)
- Supporting communication between ward and community based social care staff

1.7 Of importance is that all services commissioned by the STAY WELL @ HOME SERVICE Hospital Based Team will require a formal review by UHB/RCT/Merthyr Tydfil community services within the first 14 days post discharge from hospital.

1.7 Flowchart for ward based service (includes both complex and simple discharge process)



2 The Community Response

- The community response required for the STAY WELL @ HOME SERVICE will include:

2.1.1 Social Care - Support @Home Intermediate Care and Reablement

The community response will include:

- 4 hour response between STAY WELL @ HOME SERVICE services
- extended access and referral arrangements (i.e. access to service outside of core hours)
- extended staff competencies (administration of medication)
- Extended capacity of community service supervision, planning and risk assessment out of office hours
- It is anticipated that community services will be providing responses to a small number of people who will require a period of

convalescence prior to starting reablement (e.g. those still in plaster or in acute pain following injury etc.). In these cases RCT/Merthyr Tydfil will support the discharge to ensure they are able to return home but will recharge the UHB at the intermediate care hourly rate (applicable at the relevant time and being £27 for 2016/17) for the service until such time as their reablement programme can commence.

It should be noted that the required change to the current access arrangements for RCT/Merthyr Tydfil will require an enhanced skill set/competencies for the Staff of the responding services.

2.1.2 UHB @Home Services

- 4 hour response to both hospital and other @home STAY WELL @ HOME SERVICE services for a nursing assessment 7 day a week response by the health@Home team to cover a range of nursing interventions and assessment to support patients within their home environment. For example additional support for patients with chronic conditions e.g. COPD with the use of nebulizers and IV treatments to avoid hospital admissions
- Increased delivery of IV service
- Extended capacity of skilled band 6 workforce to cover options of weekend working and/or extended hours (see options).
- Additional 'on call' cover with ANPs for weekend support
- Provide additional capacity for nursing assessments aligned to proposed LA activity of a 4 hour response.

2.1.3 Equipment

- A range of small pieces of equipment will be required at both the Hospitals and RCT/Merthyr Tydfil satellite stores which can be

accessed via the current contractual arrangements agreed between the Parties with Vision Products.

2.1.4 A community based Supporting Medication @ Home (SM@H) Assessment Team

- A community based SM@H Assessment Team will be established. The STAY WELL @ HOME SERVICE will refer to the SM@H Assessment Team for an assessment of the ability of patients to manage and take their medicines in their own home. The assessment will be undertaken during the 14 day assessment period. The team will support the discharge of patients during core working hours 5 days per week and put systems in place to support discharge outside of core working hours by supporting the community team to facilitate the setup and administration of medicines.
- The SM@H Medication Team will respond back to the Stay Well @Home hospital team following to a referral request within 1 hour..
- The SM@H Assessment Team will comprise of a clinical lead pharmacist and pharmacy technicians. The focus will be to assess the ability of patients to manage and take their medicines and to recommend and/or implement interventions which will support independent living. This will be achieved through reviewing and optimising their medicines, reducing polypharmacy and identifying and implementing aids/support for patients to continue to independently manage their medicines. The option of a Home Medication Administration Scheme with or without a package of social care will be considered as a last resort.
- The SM@H Assessment Team will act as a conduit with existing services such as acute pharmacy services, community pharmacy, cluster based pharmacists and GPs, the CIAS consultant, independent providers, enabling communication and escalation around individual patient medicines related needs.

- A robust assessment will reduce medicines related admissions, reduce medicines expenditure and waste and support the continued independence of clients in their own home.
- The recommended model going forward is predicated on:
 - Telecare or family/friends to be considered to administer medication in the first instance
 - Medication being administered as part of a package of social care where social care needs have been identified
- Where there are no social care needs and medication is a standalone task, referral will be made to the S M@H Assessment Team. The UHB will be responsible for commissioning any ongoing needs of a patient such as the administration of medication, support for surgical stockings etc.
- If for any reason the SM@H Assessment Team are unable to complete the agreed assessment during the 14 day assessment period. RCT/Merthyr Tydfil will continue to support the service user to ensure they are able to remain at home but will recharge the UHB at the intermediate care hourly rate (applicable at the relevant time and being £27 for 2016/17) for the service until such time as the assessment is complete and the ongoing care and support requirements are agreed.

2.1.5 Other

Transport home will be considered within the remit of existing UHB arrangements (e.g. supported vehicles, taxis, third sector transport).

2.2 The Community Review Process will require :

- ### 2.2.1
- The provision of community based services for the local authorities support @home services will be agreed for a period of up to 14 days only at which point a review will be undertaken against the eligibility criteria for health and social care services to establish any ongoing needs for:

- Health (e.g. standalone administration of medication/IV antibiotics/ surgical compression stockings/ application of topical creams)
- Social care (e.g. support with meal preparation/personal care)
- Combination of health and social care support (e.g. combination of the above)

2.2.2 The review will be undertaken in the community within the first 14 days following discharge by existing health or social care community based staff, depending on the predominant need of the individual.

2.2.3 Each Party to this Agreement will ensure arrangements are in place for the commissioning of appropriate services to meet identified needs for ongoing support following the 14 day review including

- Social Care needs by RCT and Merthyr Tydfil
- Stand alone health needs (i.e. administration of medication, compression stocking, application of topical ointments etc) by the UHB.

3 . Evaluation

3.1 As part of the annual review process of this Agreement and the STAY WELL @ HOME SERVICE an effective evaluation process is required to be approved and agreed by the Parties for the STAY WELL @ HOME SERVICE to monitor and report on matters such as: -

- Achievement against the agreed outcomes and benefits of the STAY WELL @ HOME SERVICE
- The impact on community services to identify changes to demand and requirements for transformation and development (or more immediate action such as additional resource requirements)
- The effect on out of hours GP service
- Changes to demand for new equipment, delivery, collection and refurbishing for consideration to additional resource requirements
- Changes to demand that offer opportunity for re-investment into the model

- The impact on community hospitals

3.2 The annual review shall be carried out against the Evaluation Criteria.

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SCHEDULE 2

THE CWM TAF STAY WELL @ HOME SERVICE

OPERATIONAL MANAGEMENT BOARD

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

1. Purpose of the Board

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

2. Membership

- 2.1 The Board shall have the following membership:

From the Parties

- RCT - Head of Short Term Intervention Service
- Merthyr Tydfil - Principal Manager Initial Support Service
- UHB - Assistant Director of Operations (Unscheduled Care)
- UHB - Assistant Director of Operations (Therapies)]
- UHB - Locality Manager / Head of Nursing for Localities
- UHB - Chief Pharmacist and Head of Medicines Management
- UHB- Finance Officer
- RCT – Finance Officer

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

- A Third Sector Representative

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

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

3. Chair

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

4. Voting

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

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

5. Meetings and Procedure

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

6. Minutes of Meetings

Minutes of the proceedings of every meeting of the Taf Board shall be drawn up as agreed by the Chair. Copies of the draft minutes of the proceedings of every meeting of the Board shall, within two weeks after each meeting, be sent to all members of the Board.

7. Governance

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

8. Terms of Reference

- 8.1 To provide strategic oversight and direction to the Cwm Taf STAY WELL @ HOME SERVICE and the Nominated Lead Officers in accordance with the business case set out and agreed for the STAY WELL @ HOME SERVICE .
- 8.2 To monitor the Cwm Taf STAY WELL @ HOME SERVICE performance and service quality and provide guidance on areas for improvement, and best practice.
- 8.3 To receive quarterly budget reports from the UHB and monitor the Cwm Taf STAY WELL @ HOME SERVICE budget and work in accordance with the terms of the Financial Protocol set out in Schedule 3 of this Agreement.
- 8.4 To ensure a robust and comprehensive evaluation process to monitor
- Achievement against the agreed outcomes and benefits
 - The impact on community services to identify changes to demand and requirements for transformation and development (or more immediate action such as additional resource requirements)
 - The effect on out of hours GP service
 - Changes to demand for new equipment, delivery, collection and refurbishing for consideration to additional resource requirements
 - Changes to demand that offer opportunity for re-investment into the model
 - The impact on community hospitals.
- 8.5 To identify any strategic drift or financial risks particularly with regards to any unintended consequences having either positive or adverse impact on

hospital and community services and resources and report to the Chair of the Cwm Taf Social Services and Wellbeing Partnership Board recommending any adjustments required to the STAY WELL @ HOME SERVICE model or Financial Protocol.

- 8.6 Ensure robust policies and procedures are in place that support best practice and meet the needs of both service users/patients, carers and staff
- 8.7 To ensure training for STAY WELL @ HOME SERVICE Staff (and related staff in the community) is appropriate, available and of good quality.
- 8.8 To receive reports from the Nominated Service Leads with respect to the evaluation and management of any Grants related to the funding of the STAY WELL @ HOME SERVICE particularly the Intermediate Care Fund and make any recommendations/decisions resulting from such reports.
- 8.9 To ensure all parties discharge their statutory duties.
- 8.10 Promote and support collaboration and joint working interagency working and expedite the resolution of any inter-agency issues which arise.
- 8.11 Authorise any required long term or temporary changes to the Staff team, roles and responsibilities where there is consensus across all Parties for such change to be made

SCHEDULE 3

FINANCIAL PROTOCOL

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

2. **Fund Arrangements**

2.1 RCT and the UHB will provide the RCT and UHB Host Services for the specific component service elements of the STAY WELL @ HOME SERVICE for which they are responsible as set out in the Agreement.

2.2 The funding for the STAY WELL @ HOME SERVICE will be provided solely through the Intermediate Care Fund as identified in the Financial Protocol effective from the Commencement Date. The monies made available for the provision of the STAY WELL @ HOME SERVICE from the Intermediate Care Fund shall be known as 'the Fund'.

2.3 The Fund will be managed by the Nominated Lead Officers for each specific component of the STAY WELL @ HOME SERVICE (as identified within Schedule 4) under the direction of the RCT's s151 Officer and the Chief Finance Officer. Regular reports will be provided to the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board and The Cwm Taf Social Services and Wellbeing Partnership Board and made available to the Parties' s151 Officers/Chief Finance Officer. These reports will include details of the Fund's annual budget, spend incurred to date, anticipated annual spend, variance to budget and an analysis of any variance.

3. **COST RECOVERY MECHANISM**

3.1 To ensure that all costs incurred by RCT and the UHB for providing the RCT and UHB Host Services are recovered, the following mechanism

has been established, it should be noted that this mechanism will be subject to annual review in accordance with the terms of this Agreement..

- 3.2 ICF allocations will be made to the host organisations as summarised in the table below for 2016/17 and will be based on the original level of approved Intermediate Care Fund allocation approved by the Cwm Taf Social Services and Well Being Partnership Board and Welsh Government.

Summary of Fund contributions receivable from the Intermediate Care Fund (Year 1 - 2016/2017)

Component Service Element (each being a 'Specific Component Service')	Host	Estimated Annual Cost
Hospital Based Service	RCTCBC	£678,768
Support @ Home Service	RCTCBC	£605,066
Health @ Home Service	Cwm Taf UHB	£143,182
Supporting Medication @ Home Service	Cwm Taf UHB	£322,762
Central Management & Support	RCTCBC	£80,490
Total Cwm Taf STAY WELL @ HOME SERVICE (constituting the 'Fund Contribution')		£1,830,268

- 3.3 The Fund Contribution will be payable to the relevant host (RCT or UHB) annually in advance (during the 1st quarter of the new financial year)
- 3.4 Charges made for goods and services relating to the functions and/or RCT of UHB Host Services of any Specific Component Service within the Cwm Taf STAY WELL @ HOME SERVICE from any Party will be made by means of official invoice based on actual costs incurred, submitted to and paid by the relevant host quarterly in arrears. Official invoices should include appropriate supporting evidence of costs incurred (e.g. Transaction listing or Copy Invoices).

3.5 Charges made for goods and services relating to the functions and/or RCT/UHB Host Services of any Specific Component Service within the Cwm Taf STAY WELL @ HOME SERVICE from any other company or external organisation other than the Parties will be submitted to and paid by the relevant host in accordance with their stipulated contract and payment terms.

4. GENERAL PRINCIPLES

4.1 Changes in service delivery that lead to a variation in the functions of any of the Specific Component Service within the Cwm Taf STAY WELL @ HOME SERVICE must only be made with prior approval from the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board.

4.2 The relevant host of any Specific Component Service of the Fund shall not inherit any debt or liability incurred by any of the Parties prior to the Commencement Date.

4.3 Any additional funding streams targeted at the Cwm Taf STAY WELL @ HOME SERVICE must be considered by the Cwm Taf Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board. Permission to accept, expend or commit any monies from any new funding streams must be granted by each Party's' s151 Officers / Chief Financial Officer... It shall be the responsibility of the Nominated Lead Officers for each Specific Component Service within the Cwm Taf STAY WELL @ HOME SERVICE to bring such additional funding streams to the attention of the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board.

4.4 Budgets within each Specific Component Service within the Fund will follow the Service Reporting Code of Practice (SERCOP) or **health equivalent to be inserted]** and be routinely monitored by the respective Nominated Lead Officer within the Cwm Taf STAY WELL @ HOME SERVICE . This financial performance will be reported to the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board and

Cwm Taf Social Services and Well-Being Partnership Board and be made available to the each Parties' s151 Officer / Chief Finance Officer on a quarterly basis in line with scheduled Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board meetings.

5. ANTICIPATED COST OF THE SPECIFIC COMPONENT SERVICE ELEMENTS OF THE CWM TAF STAY WELL @ HOME SERVICE DURING THE PERIOD OF THE AGREEMENT

5.1 A summary of anticipated income and expenditure budgets for year 1 (2016/2017) for each Specific Component Service to be solely funded from the Intermediate Care Fund is shown below:

Hospital Based Service

Integrated assessment team per site operating 8am - 8pm			
Expenditure Type	FTE	Annual Cost	Comment
Social Worker (trusted assessor) - Based at Prince Charles Hospital	4.54	£239,570	
Social Worker (trusted assessor) - Based at Royal Glamorgan Hospital	4.54	£239,570	
Therapist (trusted assessor) - Based at Prince Charles Hospital	n/a	£105,778	
Therapist (trusted assessor) - Based at Royal Glamorgan Hospital	n/a		
Band 4 CTUHB - Based at Prince Charles Hospital	2.85	£89,850	
Band 4 CTUHB - Based at Royal Glamorgan Hospital	2.85		
Travel Costs (Band 4 CTUHB)		£4,000	
Total Hospital Based Team		£678,768	

Support @ Home Service

Community support team			
Expenditure Type	FTE	Annual Cost	Comment
Supervisor	1.50	£63,077	4.30 - 10.00p.m. Monday to Friday. 8 - 10p.m. Sat and Sunday
Planner	1.50	£45,912	4.30 - 10.00p.m. Monday to Friday. 8 - 10p.m. Sat and Sunday
Risk Assessor	1.50	£63,077	4.30 - 10.00p.m. Monday to Friday. 8 - 10p.m. Sat and Sunday
Travel costs (Risk Assessor & Supervisor)		£6,000	
Front line support hours (RCTCBC)	n/a	£210,000	Maximum of 7,800hours per annum (Equivalent to 150 hrs / wk)
Community Equipment Costs	n/a	£110,000	
Front line support hours (MTCBC)	n/a	£70,000	Maximum of 2600 hours per annum (Equivalent to 50 hrs / wk)
Community Equipment Costs	n/a	£37,000	
Total Support @ Home Service		£605,067	

Note: It is anticipated that community services will be providing responses to a small number of people who will require a period of convalescence prior to starting reablement (e.g. those still in plaster or in acute pain following injury etc.). In these cases Merthyr Tydfil/RCT will support the discharge to ensure they are able to return home but will recharge the UHB at the intermediate care hourly rate applicable at the time (which for 2016/17 is £27 per hour) for the service until such time as their reablement programme can commence

Health @ Home Service

Community Nurse Team			
Expenditure Type	FTE	Annual Cost	Comment
Community Nurse	n/a	£143,182	3 x Band 5 Nurses (incl. £7.2k travel costs), out of hours enhancements for existing Band 6 Nurses and On-Call rota for Band 7 & 8 Nurses (Weekends Only)
Total Health @ Home Service		£143,182	

Supporting Medication @ Home Service

Community Medication Team			
Expenditure Type	FTE	Annual Cost	Comment
Medicines Support @ Home Team		£180,762	1 x Band 8a Pharmacist, 4 x Band 5 Technicians (incl £5k travel costs)
Extension of Community Pharmacy LES to Support Medicines Administration @ Home Service		£5,000	
Commissioning of Home Medication Services from Independent Sector		£137,000	Based on 50 patients receiving 2 calls per day
Total Community Support Costs		£322,762	

Central Management & Support

Central Management & Support			
Expenditure Type	FTE	Annual Cost	Comment
Team manager (Hospital Based)	1.0	£52,000	37 hours p/w 9am - 5pm 5 days per week (covering both sites)
Travel cost (Manager)		£2,000	
Business support	1.0	£26,490	GR4
Total Management & Support Costs		£80,490	

5.2 The level of ICF contribution required for each Specific Component Service within the STAY WELL @ HOME SERVICE in its first year has been based on the Intermediate Care Fund allocation approved by Cwm Taf Social Services and Well-being Partnership Board and Welsh Government and confirmed by each Parties Executives.

5.3 The use of funding allocations between Specific Component Elements will require support from the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board, the Cwm Taf Social Services and Well-Being Partnership and Welsh Government (in line with ICF terms and conditions)

5.4 Future year allocations must be agreed by the Cwm Taf STAY WELL @ HOME SERVICE Operational Board, the Cwm Taf Social Services and Well-Being Partnership and Welsh Government (in line with ICF terms and conditions) by 31st December prior to the following financial year. Allocations should subsequently be endorsed by each Party's s151 officer / Chief Finance Officer.

5.5 The treatment of any anticipated annual Fund (in year) surplus will be agreed by the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board, the Cwm Taf Social Services and Well-Being Partnership and Welsh Government (in line with ICF terms and conditions) and endorsed by each Party's s151 officer / Chief Finance Officer.

5.6 Treatment of Deficits

The Cwm Taf STAY WELL @ HOME SERVICE will operate within the cash limit of the ICF allocation. Any anticipated in year overspend or deficit should be reported to the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board, the Cwm Taf Social Services and Well-Being Partnership Board where requests to support deficit positions from respective Parties can be determined.

The relevant host of each Specific Component Service within the Cwm Taf STAY WELL @ HOME SERVICE reserve the right to limit, restrict or manage its services within the agreed Intermediate Care Fund allocation.

6. **PAYMENT ARRANGEMENTS**

6.1 The Intermediate Care Fund administrating party (the UHB) shall be invoiced annually in advance (during 1st Quarter of financial year) by means of official invoice from the relevant host as per cost recovery mechanism above.

6.2 Payments must be made in accordance with the UHB's standard credit terms (i.e. 28 days).

6.3 Any late payment may invoke interest charges at the discretion of the UHB. Any charge of interest will be applied on a daily basis at the Bank of England base rate + 1 % from the due date of payment to the actual date of receipt.

7. **HOSTING AND ADMINISTRATION OF CONTRIBUTIONS**

7.1 The Financial Procedure Rules and Contract Procedure Rules of the relevant host shall apply to all Financial Contributions received from the Contributing Parties.

7.2 The Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE shall ensure that the finances are maintained to national and professional standards and that the payment of supplier's invoices complies with their payment terms, ensuring that no late payment charges are incurred.

7.3 The Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE shall be responsible for ensuring that appropriate financial systems are operational and in place in order to provide the necessary control and production of financial information.

8. **INFORMATION REQUIREMENTS**

8.1 The Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE shall ensure that all financial and other information required by the Parties in relation to compiling performance statistics, statutory and other returns is made available by any relevant deadlines.

- 8.2 The Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE shall ensure that all financial and other information required to measure performance against the functions each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE , as set out in this Agreement, is made available by any relevant deadlines.
- 8.3 The Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE shall make available all financial and other information as requested by the Parties' s151 Officers / Chief Finance Officer.

9. **FUNDING**

- 9.1 The Cwm Taf UHB will act as 'banking authority' for receipt of the Intermediate Care Fund under the terms of the current funding agreements and will be responsible for accepting the terms and conditions of the funding on behalf of the Cwm Taf STAY WELL @ HOME SERVICE .
- 9.2 Where grants can only be awarded directly to a single Party then that Party is required to passport the total value of the grant within 28 days of its receipt to the UHB for inclusion within the Fund.
- 9.3 The use of each grant will vary depending on its nature, its intended recipients, its purposes and the associated terms and conditions. The use of any grant funding received in respect of the Cwm Taf STAY WELL @ HOME SERVICE will be determined and agreed by the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board, the Cwm Taf Social Services and Well-Being Partnership and endorsed by each Party's s151 officer / Chief Finance Officer.
- 9.4 For the avoidance of doubt the day to day management of the grants shall be the responsibility of the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board and the Nominated Lead

Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE .

- 9.5 Where new grant opportunities are identified, the Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE or the relevant Party, as appropriate, shall be responsible for bringing this to the attention of the Parties' s151 Officers / Chief Finance Officer. The Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE shall be responsible for the completion of funding or grant claims to the appropriate standard, within the required timescales and in accordance with the Host's procedures (unless specifically agreed otherwise by the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board). Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE shall liaise with the relevant Parties s151 Officer / Chief Finance Officer, as required, to complete this task.
- 9.6 When new grants are made known in respect of the functions the Cwm Taf STAY WELL @ HOME SERVICE in liaison with the Parties lead finance officers shall draw up spending plans for such grants along with an appropriate exit strategy, for approval by the Parties' s151 Officers / Chief Finance Officer.
- 9.7 Any redundancy costs relating to STAY WELL @ HOME SERVICE Staff arising during the continuance of, or from the termination of, this Agreement shall be borne by the Party who employs the relevant member(s) of Staff being made redundant. Save for the posts identified below, where any such costs will be borne 50% Cwm taf UHB, 37.5% RCTCBC, 12.5% MTCBC
- Hospital Based Service Team Manager
 - Hospital Based Service Administrative assistant
- 9.8 Any Staff redundancy costs relating to the Support@Home out of hours planning and supervision service for STAY WELL @ HOME SERVICE

which arise during the continuance of, or from the termination of, this Agreement shall be apportioned and payable on the following basis: 25%Merthyr Tydfil and 75% RCT..

10. **FINANCIAL INSOLVENCY**

10.1 If it is foreseen that the Cwm Taf STAY WELL @ HOME SERVICE cannot meet its liabilities and the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board, the Cwm Taf Social Services and Well-Being Partnership Board and thereafter the Contributing Parties' s151 Officers are unable to agree a financial solution, then the Parties Chief Executives shall be responsible for ensuring that termination procedures are followed.

11. **MONITORING AND ROLE OF THE NOMINATED LEAD OFFICER FOR EACH SPECIFIC COMPONENT SERVICE ELEMENT**

11.1 The Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE shall prepare a financial monitoring report on a quarterly basis to the Parties' s151 Officers / Chief Finance Officer who will in turn review expenditure, commitments and forecast outturn to ensure that the allocated budget is being appropriately adhered to.

11.2 The Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE shall prepare an annual report to be submitted to the Parties' s151 Officers / Chief Finance Officer at the end of each Financial Year. Such report would include:

- I. An annual statement of Income & Expenditure.
- II. An evaluation of performance against any agreed performance measures, targets and priorities.
- III. A review of targets and priorities for the forthcoming Financial Year.
- IV. Summary of Service delivery.

- V. Such other information as shall be reasonably required by the Contributing Parties' s151 Officers / Chief Finance Officer from time to time.

12. **BUDGET**

- 12.1 The Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board shall agree the draft Cwm Taf STAY WELL @ HOME SERVICE annual budget for each Specific Component Service Element by the 31st December prior to the following financial year and submit it to each of the Cwm Taf Social Services And Well-Being Partnership Board and each Parties S151 Officer / Chief Finance Officer for approval.
- 12.2 The Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE shall ensure that there are mechanisms in place to enable budgets to be managed in line with the annual budget allocation and that any anticipated variation to budget are identified early and reported to the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board.
- 12.3 The Cwm Taf STAY WELL @ HOME SERVICE is not authorised to operate nor budget at a cumulative deficit position.
- 12.4 In the event of the Nominated Lead Officer's financial monitoring report indicating an overspend, the reasons for the increase in expenditure will be investigated and analysed against budget by the Nominated Lead Officer to seek remedial action.
- 12.5 The Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE must submit a report to the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board and the Parties' s151 Officers / Chief

Finance Officer , which details reasons for variation and recommended remedial action. A meeting of the Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE and the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board will be held within 28 calendar days of the production of this report in order to agree the remedial action as necessary. Details of remedial actions agreed by the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board should be sent to the The Cwm Taf Social Services and Well-Being Partnership Board and each Parties' s151/ Chief Finance Officer for approval.

12.6 If agreement cannot be reached in respect of the corrective action and treatment of budget variations (overspends and underspends) in the Fund by the Cwm Taf IFST Management Board the Parties shall follow the dispute procedure as set out in Clause 20 of the Agreement.

12.7 Where upon termination of the STAY WELL @ HOME SERVICE there is any unutilized ICF funds relating to STAY WELL @ HOME SERVICE it shall firstly be reported to the Cwm Taf Social Services and Well-Being Partnership Board who will determine how such funds be used.

12.8 In the event of that the parties to this Agreement changes e.g. where there is an inclusion of a new party or withdrawal of existing an Party, then a meeting of the Parties' Chief Executives will be held within 28 calendar days following formal notification of any party membership change. The meeting should consider the ongoing financial viability of the Cwm Taf STAY WELL @ HOME SERVICE and agree the necessary amendments to this Agreement and Financial Protocol (incl. Financial Contributions) and operation of the Cwm Taf STAY WELL @ HOME SERVICE .

13. **RECORD KEEPING / YEAR-END ACCOUNTING INFORMATION**

13.1 The Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE must

retain all records for a period of six full years following the Financial Year-end, or longer if required.

13.2 The Nominated Lead Officer for each Specific Component Service Element within the Cwm Taf STAY WELL @ HOME SERVICE shall make available all financial and other information to the Parties as required to fulfill their statutory reporting requirements and to meet any specified deadlines.

14. **VAT**

14.1. The Finances for Cwm Taf STAY WELL @ HOME SERVICE shall be managed subject to the VAT regime of the respective Host for each Specific Component Service Element.

15. **AUDITING ARRANGEMENTS**

15.1 **External Audit**

15.1.1 The UHB as host of the Intermediate Care Fund will appoint its external auditors, as the external auditor of the Cwm Taf STAY WELL @ HOME SERVICE. Any costs are assumed as included within the host organisations existing audit fee's..

15.1.2 It shall be the responsibility of the Host(s) to include the funds of the Cwm Taf STAY WELL @ HOME SERVICE in its end of year accounting processes, produce the required memorandum account and arrange for audit in time for it's inclusion in all Parties' year end accounts.

15.1.3 Should the annual audit letter contain any direct reference to the finances of any Specific Component Service Elements of the Cwm Taf STAY WELL @ HOME SERVICE, the Host(s) will send copies of the relevant excerpts of the letter to each of the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board and each Parties s151 officers / Chief Finance Officer and Chief Executives.

15.1.4 The cost of any specific audits required shall be notified to the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board and each Parties s151 officers / Chief Finance Officer and Chief Executives.for consideration for such costs to be borne by the Fund.

15.1.5 Draft Wales Audit Office reports relevant to the services commissioned and provided shall be presented to the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board, the Cwm Taf Social Services and Well Being Partnership Board and shall be made available to the Parties' internal auditors.

15.2 **Internal Audit**

15.2.1 The Cwm Taf STAY WELL @ HOME SERVICE and its finances will be incorporated into the risk assessed Internal Audit Programme of each Host(s). Final reports shall be made available to the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board, the Cwm Taf Social Services and Well Being Partnership Board and to the Parties' internal auditors.

15.2.2 The costs of any required audits of any Specific Component Service Element with the Cwm Taf STAY WELL @ HOME SERVICE shall be notified to the Cwm Taf STAY WELL @ HOME SERVICE Operational Management Board and each Parties s151 officers / Chief Finance Officer and Chief Executives.for consideration for such costs to be borne by the Fund.

SCHEDULE 4

STAY WELL @ HOME SERVICE IMPLEMENTATION ARRANGEMENTS

1. Integrated Assessment & Response Team (Hospital Based):

1.1 This team will have a single line management structure for the purposes of the day to day operational management of the team, reporting primarily to the Service Manager - Prevention and Early intervention, RCT Short Term Intervention Service. The UHB will employ the therapy staff within the team and will and will retain their responsibility as employers along with ensuring the provision of appropriate clinical supervision (in line with the arrangements already in place for the existing reablement teams in RCT and Merthyr Tydfil).

1.2 The core integrated hospital team at both RGH and PCH will comprise of the following roles.

Component Service Element	Job title	Number of Staff	Outline of role	Employer
Hospital Based Service	Social worker - (one senior practitioner for the team from the complement of social workers)	2 per site/per shift	Undertake assessments, develop care plan and commission services Link to community services	RCT
Hospital Based Service	Occupational therapist	1 per site/per shift	Undertake functional assessments, develop intervention plan, prescribing equipment and commission services Link to community services	UHB
Hospital Based Service	Physiotherapist	1 37.5 hours at PCH and 1 22.5 hours at RGH core hours only	To support in the assessment of a person's physical and functional ability; to assess safety for discharge, including the provision of walking aids.	UHB
Hospital Based	Therapy Assistant Practitioner	1 per site/per shift	Prescribe equipment, home environmental	UHB

Service			assessment. Equipment provision and delivery. Carry a delegated caseload. Telephone follow up within 24 hours	
Hospital Based Service	Team Manager	1 wte to move between 2 hospital sites	To manage the service by ensuring all shifts are covered, all assessments completed in an appropriate and professional manner, supervise staff and oversee governance arrangements. To manage proposal and agreements between partners. Provide evaluation date and reports for the management board. Manage resources. Propose further service improvement opportunities.	UHB
Hospital Based Service	Administrative assistant	1 wte to operate between sites as required	Provide support to the manager and staff around data management, day to day activities such as sickness processes, shift cover etc. To support the management of the equipment satellite stores at the hospitals sites.	RCT
Links to existing hospital based posts				
Health and Social Care discharge coordinators				
Discharge liaison nurses				
Core Therapy teams				
Core nursing staff at A & E				
Psychiatric Liaison Service				

2. STAY WELL @ HOME SERVICE Community Based Services:

2.1 LA Support @home service

- All Direct service (social care) staff will continue to be managed under the existing management arrangements within each local authority.
- The planning of direct service staff to facilitate the provision of community packages out of normal core business hours will be

managed within the RCT short term intervention service on behalf of both RCT and Merthyr Tydfil local authorities.

2.2 Cwm Taf UHB health @Home service

- UHB @Home staff will continue to be managed under the existing management arrangements for the UHB.

2.3 The proposed core STAY WELL @ HOME SERVICE community team will comprise of the following

2.4

Component Service Element	Job title	Number of Staff	Outline of role	Employer
Support @home service	Support @home supervisor (to cover RCT)	1 per shift	Out of hour's supervision of direct care staff. Home visits where problems are identified.	RCT
Support @home service	Support @home risk assessor (to cover RCT)	1 per shift	Out of hours support to start packages, undertake a home risk assessment, delivery of equipment, and support to front line direct service staff.	RCT
Support @home service	Support @home planner (to cover RCT and Merthyr Tydfil)	1 per shift	Plan services out of hours on the webroster planning system.	RCT
Support @home service	RCT Frontline Workers	This will consist of a combination of the recruitment of new staff and flexing the part time hours of the existing intermediate care & Reablement staff team to increase capacity.	Based on the average cost of a package of care and the provision of 15 new packages of care per week.	RCT
Support @home service	MT Frontline Workers	This will consist of a combination of the recruitment of new staff and flexing the part time hours of the existing intermediate care & Reablement staff team to	Based on the average cost of a package of care and the provision of 5 new packages of care per week.	RCT

		increase capacity.		
Health @home service	Community Nurses UHB @Home Service	3 Whole time equivalents (WTE) Band 5s	4 hour nursing assessment response by the @Home team to cover a range of nursing interventions and assessment to support patients within their home environment. For example additional support for patients with chronic conditions e.g. COPD with the use of nebulizers and IV treatments to avoid hospital admissions Increased delivery of IV service through band 5 work force Extend capacity of skilled band 6 workforce to cover weekend working and 8-8 response. Additional 'on call' cover with ANPs for weekend support Provide additional capacity for nursing assessments aligned to LA proposed activity.	UHB
Supporting medication @home service	SM@H Clinical Lead Pharmacist	1 WTE Band 8a	To provide the clinical lead for the assessment and interventions to optimise medicines use.	UHB
Supporting medication @home service	SMAH Pharmacy Technicians	4 WTE Band 5	To initially assess and review the ability of patients to manage their medicines. To implement interventions where appropriate.	UHB
Supporting medication @home service	SM@H administration Service	To be commissioned from the independent sector	To provide support for patients requiring medicines administration where there is no social care package.	UHB
	Links to existing community based posts			
	RCT/ MT Short term intervention services (community OT, Social Workers, Telecare services, existing Intermediate Care and Reablement team, Sensory team, single point of access)			
	RCT/MT Locality teams (longer term social work teams/ CMHT, OPMHT)			

SCHEDULE 5
ANNUAL REVIEW
EVALUATION CRITERIA
[TO BE INCLUDED AT A LATER DATE ONCE
ESTABLISHED]

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SCHEDULE 6

INFORMATION SHARING FRAMEWORK

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

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

5. ISP Facilitators

5.1 Members of the Cwm Taf STAY WELL @ HOME SERVICE Information Management Working Group, consisting of representatives from Merthyr Tydfil, RCT and the Cwm Taf UHB (as identified below), will facilitate the coordination and completion of any ISP.

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

6. Cwm Taf STAY WELL @ HOME SERVICE Information Management Working Group Representatives

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

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

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

9. The Parties will ensure that all current and newly-appointed Cwm Taf STAY WELL @ HOME SERVICE Staff receive appropriate training in the application of any ISP and the requirements of the WASPI framework.

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