

DATED _____ **20**

CHERWELL DISTRICT COUNCIL (1)

OXFORD CITY COUNCIL (2)

OXFORDSHIRE COUNTY COUNCIL (3)

SOUTH OXFORDSHIRE DISTRICT COUNCIL (4)

VALE OF WHITE HORSE DISTRICT COUNCIL (5)

AND

WEST OXFORDSHIRE DISTRICT COUNCIL (6)

**PARTNERING AGREEMENT
RELATING TO A POOLED BUDGET FOR THE PROCUREMENT AND
COMMISSIONING OF
HOUSING RELATED SUPPORT SERVICES**

N Graham
Chief Legal Officer and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
LS Solicitor Ref: JP/48524

AGREEMENT FORM

THIS AGREEMENT is made the _____ day of _____ 201

BETWEEN:

- (1) **Cherwell District Council** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA (“CDC”);
- (2) **Oxford City Council** of Town Hall ST Aldates Oxford OX1 1BX (“the City Council”);
- (3) **Oxfordshire County Council** of County Hall New Road Oxford OX1 1ND (“the County Council”);
- (4) **South Oxfordshire District Council** of 135 Eastern Avenue Milton Park Milton OX14 4SB (“SODC”);
- (5) **Vale of White Horse District Council** of 135 Eastern Avenue Milton Park Milton OX14 4SB (“VWHDC”); and
- (6) **West Oxfordshire District Council** of Woodgreen Witney OX28 1NB (“WODC”).

each a “**Party**” and together the “**Parties**”

WHEREAS:

- (a) The pooled budget which is the subject of this Agreement (“the Housing Related Support Pooled Fund”) is intended to deliver the Oxfordshire Health and Wellbeing Board / Health Improvement Board priorities for homeless people with support needs and people at risk of becoming homeless.
- (b) The Health and Wellbeing Board has developed and published a Joint Health and Wellbeing Strategy covering 2016/2019 which guides the joint commissioning activity of the County Council and Oxfordshire Clinical Commissioning Group.
- (c) This has identified a key priority for housing related support services:

Priority 10: Tackling the broader determinants of health through better housing and preventing homelessness
- (d) The Housing Related Support Pooled Fund shall consist of contributions from the County Council, Oxfordshire Clinical Commissioning Group, the City Council, CDC, VWHDC, SODC and WODC to commission services for people at risk of / with history of rough sleeping and homelessness who are deemed in need of housing related support services.
- (e) It is intended that the County Council will enter a separate agreement with Oxfordshire Clinical Commissioning Group under s 256 National Health Service

Act 2006 to deal with Oxfordshire Clinical Commissioning Group's contribution to the Housing Related Support Pooled Fund.

- (f) The County Council shall be the host partner for the Housing Related Support Pooled Fund. The Services delivered shall be housing related support services and specialist services for people at risk of / with history of rough sleeping and homelessness as set out in Schedule 1.
- (g) The County Council shall be the lead commissioner for these services and shall use the Housing Related Support Pooled Fund to procure them.
- (h) The aim of the Housing Related Support Pooled Fund is to use resources efficiently to commission a range of housing related support services that enable people at risk of / with history of rough sleeping and homelessness to live independently in accommodation; sustain their capacity to live independently; and prevent their needs from escalating, requiring more costly interventions.
- (i) The Housing Related Support Pooled Fund will be used to commission a range of services, as outlined in Schedule 1, for adults at risk of / with history of rough sleeping and homelessness.
- (j) This Agreement sets out the responsibilities of the Parties in respect of contributions to the Housing Related Support Pooled Fund and the procurement of these services.
- (k) On or before the expiry or termination of this Agreement and subject to the availability of adequate funding it is the intention of the Parties to enter into a new agreement on similar terms to govern the extension of existing service contracts and/or the future commissioning of these services. Discussions between the Parties will need to occur well in advance of the natural expiry of the service contracts to allow time to give extension notices if required.

NOW IT IS HEREBY AGREED as follows:

This Agreement comprises this Agreement Form and the following documents attached to it:

The Conditions of Agreement

Schedules

Schedule 1 The Services

Schedule 2 Finance

Schedule 3 Governance and the Housing Related Support Joint Management Group

In the event and to the extent of any conflict or inconsistency between the Conditions of Agreement and the Schedules, the Conditions of Agreement shall prevail to the extent that it is necessary to resolve the conflict or inconsistency.

AS WITNESS the hands of the Parties have been set the day and year first before written.

For and on behalf of Cherwell District Council:

For and on behalf of Cherwell District Council:

SIGNED by [name]

SIGNED by [name]

Signature

Signature

Position

Position

For and on behalf of Oxford City Council:

For and on behalf of Oxford City Council:

SIGNED by [name]

SIGNED by [name]

Signature

Signature

Position

Position

For and on behalf of Oxfordshire County Council:

For and on behalf of Oxfordshire County Council:

SIGNED by [name]

SIGNED by [name]

Signature

Signature

Position

Position

For and on behalf of South Oxfordshire District Council:

For and on behalf of South Oxfordshire District Council:

SIGNED by [name]

SIGNED by [name]

Signature

Signature

Position

Position

For and on behalf of Vale of White Horse District Council:

For and on behalf of Vale of White Horse District Council:

SIGNED by [name]

Signature

Position

SIGNED by [name]

Signature

Position

For and on behalf of West
Oxfordshire District Council:

For and on behalf of West
Oxfordshire District Council:

SIGNED by [name]

Signature

Position

SIGNED by [name]

Signature

Position

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CONDITIONS OF AGREEMENT

1 Definitions and Construction

1.1 In these Conditions, except where the context otherwise requires, the following expressions shall have the following meanings:

“Commencement Date” means 1st April 2017;

“Conditions” means these conditions;

“Agreement” means this agreement entered into between the Parties consisting of the Agreement Form, the Conditions and the Schedules;

“EIR” means the Environmental Information Regulations 2004;

“Enactments” means directives, statutes, regulations, orders, instruments, national and governmental codes of practice and best practice guidelines or other similar instruments as the same may be amended, replaced or re-enacted by any subsequent directive, statute, regulation, order, instrument, code or guidelines and references to any statute shall also include any secondary legislation made under it;

“Financial Year” means the financial year from 1st April in any year to 31st March in the following calendar year;

“FOIA” means the Freedom of Information Act 2000;

“JMG” means the Housing Related Support Joint Management Group as more particularly defined in Schedule 3;

“Parties” means the Parties listed on the Agreement Form and “Party” shall mean any one of them;

“Partners” means the Parties and the Oxfordshire Clinical Commissioning Group and Partner shall mean any one of them;

“Partnership” means the partnering arrangement created by this Agreement (but not a legal partnership under the Partnership Act 1890);

“Pooled Fund” means the pool of contributions from the Partners as specified in Schedule 2;

“Pool Manager” means the manager of the Pooled Fund appointed by the County Council whose role is set out in Schedule 3;

“Services” means the services provided under the Service Contracts as set out in the commissioning plan referred to in Schedule 1 and approved by the JMG;

“Service Contracts” means the contract or contracts entered by the County Council and the Service Provider for the provision of the Services and Service Contract shall mean any one of them;

“Service Contracts Procurement” means the procurement of the Service Contracts;

“Service Providers” means the providers of the Services and Service Provider shall mean any one of them; and

“Voting Members” shall have the meaning set out in Schedule 3;

“Working Day” means Monday to Friday inclusive other than bank holidays and any other public holidays.

- 1.2 Words denoting an obligation on a Party to do any act, matter or thing include an obligation to procure that it is done and words placing a Party under a restriction include an obligation not to cause permit or allow infringement of this restriction.
- 1.3 The headings and titles in the Agreement are for ease of reference only and shall not be taken into account in its construction or interpretation.
- 1.4 The expression “person” used in the Agreement shall include any individual, partnership, local authority or incorporated or unincorporated body.
- 1.5 The expression “including” means including without limitation or prejudice to the generality of any preceding description, defining term, phrase or word(s) and “include” shall be construed accordingly.
- 1.6 Words importing the masculine gender include the feminine gender and words in the singular include the plural and vice versa.
- 1.7 The Agreement constitutes the entire understanding between the Parties in relation to the subject matter of the Agreement and supersedes all prior contracts, undertakings, representations and negotiations whether oral or written except that nothing in this condition shall exclude or restrict liability for fraudulent misrepresentations.
- 1.8 The Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same Agreement.

2 Authority to enter into the Agreement

Each Party warrants and represents that it has full capacity and authority and all necessary consents to enter into and perform the Agreement.

3 Commencement Date and duration of the Agreement

The Agreement shall commence on the Commencement Date and shall continue in full force and effect for a period of 3 years unless terminated pursuant to Condition 8.

4 The Pooled Fund

- 4.1 The Parties shall make contributions to the Pooled Fund held by the County Council in accordance with Schedule 2. Such contributions may only be varied by agreement in writing of all Parties.

- 4.2 The County Council shall host the Pooled Fund and shall use it exclusively for expenditure incurred under the Service Contracts in accordance with the governance and decision making processes set out at Schedule 3.
- 4.3 Subject to Condition 4.5 any surplus in the Pooled Fund on the expiry or termination of this Agreement shall be returned to the Parties in proportion to their contributions to the Pooled Fund made up to the date on which expiry or termination occurs.
- 4.4 Given that:
- (i) it is intended that commissioning approaches will be adopted to eliminate any risk of in-year overspend on contracts;
 - (ii) all Parties shall agree to the expenditure proposals at contract award stage; and
 - (iii) the use of block contracts for Services shall mean that contracted providers shall be liable for any overspend in their delivery of commissioned services

the financial risk of a deficit in the Pooled Fund is unlikely. If however a deficit in the Pooled Fund does arise then this shall be a liability shared by the Parties in proportion to their contributions to the Pooled Fund agreed for the Financial Year in which the deficit arises.

- 4.5 If this Agreement terminates or expires for any reason the County Council shall (unless otherwise agreed in writing by the Parties) use all reasonable endeavours to terminate the Service Contracts as soon as practicable. Until such termination and unless otherwise agreed in writing by the Parties, the Council shall use any surplus in the Pooled Fund to cover costs in relation to the Service Contracts. Where the Pooled Fund is insufficient to meet such costs, the Parties shall be liable for such costs in proportion to their contributions to the Pooled Fund made up to the date on which expiry or termination occurs.

5 Procurement of the Service Contracts

- 5.1 The County Council shall conduct the Service Contracts Procurement in accordance with the governance arrangements set out at Schedule 3.
- 5.2 The County Council makes no representation or warranty (express or implied) as to the accuracy, reasonableness, fitness for purpose, enforceability or completeness of the Service Contracts Procurement and shall bear no liability to the other Parties in respect of the Service Contracts Procurement.
- 5.3 The County Council shall use all reasonable endeavours to comply with the Public Contracts Regulations 2015 and all other relevant laws and regulations of the United Kingdom or the European Union from time to time applicable to public procurement and also with its own constitution when undertaking procurement of the Services on behalf of the Partners and shall at all times seek to document the procurement process for audit purposes. The Parties acknowledge that the County Council shall at times rely on the conduct of the other Partners pursuant to the governance arrangements set out at Schedule 3 to achieve such compliance.
- 5.4 Subject to the further agreement of all Partners in accordance with Schedule 3 the County Council shall enter into the Service Contracts.

6 Governance

The Parties agree to comply with the governance provisions and decision-making processes set out in Schedule 3.

7 Partnership Costs

Each Party will bear its own costs relating to this Agreement subject to Condition 4.

8 Termination of the Agreement

- 8.1 Bearing in mind the commitment of the Parties to cooperate for the purpose of the Partnership it is anticipated that it shall not at any stage become necessary to terminate this Agreement due to the default of any Party or for any other reason. Each of the Parties agrees that prior to terminating the Agreement pursuant to Condition 8.3 it shall take all reasonable steps to consult with the other Parties in order to avoid termination where reasonably practicable.
- 8.2 In relation to any disputes that have arisen under or with regard to the Partnership, the Parties shall not be entitled to terminate the Agreement pursuant to Condition 8.3 without first attempting to resolve such dispute in accordance with the dispute resolution procedures detailed at Condition 9.
- 8.3 Without prejudice to Conditions 8.1 and 8.2 if any Party is in default of its obligations under the Agreement (the "Defaulting Party") and fails to comply with a written notice from any other Party to remedy such default within a reasonable period which shall be specified in such written notice, then the other Parties may give notice in writing terminating the Agreement ("Termination Notice"). A Termination Notice shall take effect no less than four weeks from its date of receipt unless the default is remedied within such period.
- 8.4 Unless otherwise agreed by the Parties, termination of the Agreement shall have no effect on:
- 8.4.1 the liability of any Party for the payment of any sums arising under this Agreement which accrued prior to the date on which such termination takes effect whether payable before or after such date including without limitation liabilities arising under the Service Contracts pursuant to Condition 4.5; or
- 8.4.2 any rights or remedies of any Party which accrued prior to the date upon which such termination takes effect.
- 8.5 Subject to Condition 8.6 this Agreement shall terminate immediately if all Service Contracts terminate or expire for any reason.
- 8.6 If one or more Service Contracts terminate or expire for any reason the Parties shall in good faith use all reasonable endeavours to agree to vary this Agreement and such variation may include without limitation varying the Services and/or the contributions set out at Schedule 2.
- 8.7 Prior to entering the Service Contracts the County Council may terminate this Agreement on prior written notice to the other Parties if after consultation with the other Parties it decides to withdraw from the Service Contracts Procurement. For

the avoidance of doubt any surplus in the pooled Fund shall be distributed in accordance with Condition 4.3.

8.8 Any Party may terminate this Agreement by giving 6 months' prior written notice to the other Parties.

8.9 The expiration or termination of this Agreement for whatever reason shall not affect any provisions of the Conditions capable of surviving or operating in the event of termination of the Agreement (including without limitation Conditions 1, 2, 4.3, 4.4, 4.5, 5.2, and 7 to 20 inclusive).

9 Disputes

9.1 In the event of a dispute arising regarding the Agreement, the Parties (acting by their Voting Members of the JMG within the scope of their respective delegated authority) shall, acting in good faith, use all reasonable endeavours to settle such dispute. Where such Voting Members are not able to settle any such dispute within two months of the date of the dispute, the matter shall be referred to each Party's relevant Head of Service. Where the relevant Heads of Service are not able to settle the dispute within a further two months the matter shall be referred to each Party's relevant Director. Where the relevant Directors are not able to settle any such dispute within a further two months the matter shall be referred to each Party's Chief Executive. Unless the Parties unanimously agree otherwise if a dispute between the Parties arises in relation to the Service Contracts Procurement the Parties shall suspend activity in relation to the Service Contracts Procurement unless and until such dispute is resolved.

9.2 The Parties shall have recourse to legal or arbitration proceedings only in the event of failure of bona fide endeavours to resolve the dispute or difference in question by the methods of dispute resolution specified in this Condition 9.

10 Statutory Obligations

The Parties will comply with all Enactments when acting in connection with the Agreement.

11 Data Protection and Freedom of Information

11.1 Each Party shall in connection with the performance of its obligations under the Agreement comply with the Data Protection Act 1998.

11.2 Where processing personal data (as defined in the Data Protection Act 1998) received from another Party (the "**first Party**"), the receiving Party shall act only on the first Party's instructions and shall take all appropriate technical and organisational security measures to protect against any unauthorised or unlawful processing or accidental loss or destruction of or damage to the personal data and the Parties shall provide to the first Party, where relevant, such information as the first Party may reasonably require to satisfy itself that the receiving Party is complying with the obligations referred to in this Condition 11.

11.3 Each Party will exercise all reasonable endeavours to ensure the accuracy of any personal data processed in carrying out its obligations under the Agreement and that where necessary such personal data is kept up to date.

- 11.4 Each Party shall take such steps as may be necessary to afford the other Parties access to personal data which is reasonably required by such Parties in connection with their statutory functions and for any purpose connected with their rights and obligations under the Agreement.
- 11.5 Each Party acknowledges that the other Parties are subject to the requirements of the FOIA and the EIR and each Party shall where reasonable assist and cooperate with the other Parties (at their own expense) to enable the other Parties to comply with these information disclosure obligations.
- 11.6 Where a Party receives a request for information which relates to a Service Contract or the Agreement, it shall inform the other Parties of the request for information as soon as practicable after receipt and in any event at least two (2) Working Days before disclosure and shall use all reasonable endeavours to consult with the other Parties prior to disclosure and shall consider all representations made by the other Parties in relation to the decision whether or not to disclose the information requested.
- 11.8 The Parties shall be responsible for determining in their absolute discretion whether any information:
- 11.8.1 is exempt from disclosure under the FOIA or where relevant the EIR; and/or
- 11.8.2 is to be disclosed in response to a request for information.
- 11.9 Each Party acknowledges that the other Parties may be obliged under the FOIA and EIR to disclose information:
- 11.9.1 without consulting with the other Parties where it has not been practicable to achieve such consultation; or
- 11.9.2 following consultation with the other Parties and having taken their views into account.
- 12 Variations to the Agreement
- No variation to the Agreement shall have any effect unless it is made in writing and signed by each Party.
- 13 Service of Notices
- 13.1 Any demand, notice or other communication required to be given under the Agreement shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post to the address of the Party on the Agreement Form or such other address as may be notified by a Party to the other Parties from time to time.
- 13.2 Any such communication shall be deemed to have been made two Working Days from the date of posting (if by letter).
- 14 Waiver
- 14.1 The failure of any Party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

14.2 No waiver shall be effective unless it is communicated in writing by the Party giving the waiver.

14.3 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

15 Severance

If any of these Conditions shall become or shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect.

16 Assignment

No Party shall assign the benefit or advantage of the Agreement in whole or in part unless agreed in writing by the other Parties.

17 No Agency/Employment/Partnership

17.1 The Parties agree that they shall co-operate in good faith with each other at all times.

17.2 Nothing in the Agreement shall constitute or be deemed to constitute a legal partnership under the Partnership Act 1890 between the Parties or any of them and no Party shall have the authority or power (or represent itself as having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of or to pledge the credit of any other Party save as set out in the Agreement.

17.3 The Partnership shall have no legal existence apart from that of the individual Parties and the commitments between them under this Agreement.

18 Confidentiality

18.1 Subject to Conditions 11.6 to 11.9 each Party shall not, and shall ensure that its staff shall not use or disclose any confidential material provided by another Party pursuant to this Agreement or by any prospective bidder for the Services otherwise than for the performance of this Agreement save as may be agreed by the providing Party or the relevant bidder or as required by law. For the avoidance of doubt, confidential information shall not include (a) any information obtained from a third party who is free to divulge such information; (b) any information which is already in the public domain otherwise than as a breach of this Agreement; or (c) any information which was rightfully in the possession of a Party prior to the disclosure by the other Party and lawfully acquired from sources other than the other Party.

18.2 The Parties shall take all necessary precautions to ensure that confidential information is only made available to its staff on a "need to know" basis and shall ensure that such staff are aware of and comply with the confidentiality obligations under this Agreement.

19 Applicable Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the courts of England.

20 The Agreements (Rights of Third Parties) Act 1999

No rights shall arise under the Agreements (Rights of Third Parties) Act 1999 under this Agreement.

Schedule 1

The Services

All Services shall be purchased through block contracts unless otherwise agreed by the Parties.

1. Area Covered

- 1.1 People may be referred to housing related support services if they meet the eligibility criteria as set out in the agreed Oxfordshire Adult Homeless Pathway contract documentation.
- 1.2 From time to time, there may be prospective people who seek referral or are referred by other professionals who are not resident within the county, and may or may not have a local connection to Oxfordshire. These referrals will be dealt with on a case-by-case basis and in accordance with the local connection criteria for the Oxfordshire Adult Homeless Pathway as set out in the documentation to the Service Contracts.

2. Eligibility

- 2.1 All prospective service users will be assessed under clear eligibility criteria for access to the Oxfordshire Adult Homeless Pathway that applies across the county, as outlined in the contract documentation.
- 2.2 People accessing housing related support will be homeless, rough sleeping, or at risk of homelessness and rough sleeping and some may also have mental health problems and complex needs.

3. Charging for services

- 3.1 People receiving housing related support will not be charged for the support services they receive.
- 3.2 The JMG will be consulted about any changes to this non-charging policy.

4. Market development and purchasing approach

- 4.1 The Joint Strategic Needs Assessment (JSNA) brings together information and data from various sources and partners about Oxfordshire's population and the factors that affect health, wellbeing and support needs. This is updated annually and creates a shared evidence base for planning and delivering services.
- 4.2 Evidence from the JSNA, together with housing needs data from district councils and the city council, best practice information and the experiences of people receiving housing related support, will inform the development and maintenance of a range of support services to deliver the aims and objectives of this commissioning plan.
- 4.3 An integrated purchasing approach will be developed by the Parties to this agreement. The purchasing of housing related support services from the Pooled

Fund will be carried out by a single purchasing team, using County Council procedures and financial assurance.

5. Contracts and quality

- 5.1 The details of the Services will be specified in Service Contracts entered into by the County Council.
- 5.2 Contract monitoring of the Services will be the responsibility of the County Council save that such responsibility can be delegated to any other Partner through formal agreement by the JMG. Partners will be invited to attend contract monitoring meetings.
- 5.3 The Parties will agree the performance, quality management and reporting processes for the Service Contracts and ensure that this information is made available to the Parties via the JMG.

6. Scope of services provided from the Housing Related Support Pooled Budget

- 6.1 The Services provided to people eligible for support from the Pooled Fund (as defined above) will vary according to their needs, but are likely to include support to:
 - manage money and pay bills
 - learn how to follow the rules in a tenancy agreement
 - emotional support
 - reduce offending, substance misuse or other anti-social behaviour
 - access community services, e.g. day services, health services
 - access training or education opportunities
 - secure alternative accommodation outside of the homelessness pathway.
- 6.2 The specific services provided and the outcomes they should meet are described in more detail in the commissioning plan produced by the Partners.

Schedule 2

Finance

1. Housing Related Support Pooled Fund Contributions

1.1 Each Party's contribution to the Pooled Fund shall be as set out below. These contributions are fixed for the duration of the agreement.

Party	2017/18 Contributions	2018/19 Contributions	2019/20 Contributions
Oxford City Council	£161,700	£161,700	£161,700
Cherwell District Council	£62,700	£62,700	£62,700
South Oxfordshire District Council	£36,300	£36,300	£36,300
Vale Of White Horse District Council	£36,300	£36,300	£36,300
West Oxfordshire District Council	£33,000	£33,000	£33,000
Oxfordshire Clinical Commissioning Group	£150,000	£150,000	£150,000
Oxfordshire County Council	£1,000,000	£500,000	£0
Total	£1,480,000	£980,000	£480,000

1.2 The District Councils and City Council contributions to the Pooled Fund are calculated based on usage of the Oxfordshire Adult Homeless pathway at a snapshot count in February 2016 and are agreed by all Parties as a suitable basis for this Agreement. The following percentages are proportions of the total contribution to the Pooled Fund from the District Councils and City Council.

District / City Council	Contributions
Oxford City Council	49%
Cherwell District Council	19%
South Oxfordshire District Council	11%
Vale Of White Horse District Council	11%
West Oxfordshire District Council	10%

1.3 The impact of legislative / regulatory changes and national / local policy changes on the contributions made by each Party to the Pooled Fund shall be assessed by the JMG at the earliest opportunity.

1.4 Where any Party has allocated specific savings to the Pooled Fund, a clear and robust strategy shall be agreed and monitored by the JMG to ensure its delivery.

Where an appropriate strategy is not in place, the Party moving the risk into the Pooled Fund will be wholly responsible for funding any non-delivery of the saving.

- 1.5 The contributions of each Party, as set out above, shall be ring-fenced and used to fund Services (defined in Schedule 1 above and as may be varied by the JMG). It is the responsibility of the JMG to ensure that spending is contained within the resources available. Where financial pressures arise in year, the JMG must look at options to contain total spending within the resources available.
- 1.6 For the avoidance of doubt and subject to Condition 4.3 any underspend in expenditure on Services leading to a surplus in the Pooled Fund at the end of any Financial Year shall be used by the County Council to commission Services in future Financial Years during the term of this agreement unless otherwise agreed in writing by the Parties.

2 Timing of Payments

Each Party shall pay their contribution to the Pooled Fund as set out above annually in advance by the 30th April to the County Council subject to receipt of an invoice.

Schedule 3

Governance and the Housing Related Support Joint Management Group

1. Deputies and Quorums

- 1.1 The Housing Related Support Joint Management Group (“the JMG”) shall comprise members who can vote and make decisions (“Voting Members”) and members who may attend meetings but who have no decision-making power and may not vote (“Non-voting Members”).
- 1.2 Each Voting Member of the JMG will have a deputy nominated in writing by the relevant Partner who may attend meetings on behalf of that Voting Member. Such deputies will have authorisation from the respective Partners to take any actions that the Voting Member is authorised to take. Such deputies should be appropriately briefed and with sufficient authority to fulfil the same role and be able to make similarly informed decisions on behalf of the organisation they represent as the Voting Member for whom they are deputising. In exceptional circumstances an alternative deputy will be allowed subject to this being confirmed in writing by one of the Voting Members of the Partner for whom the deputy will act to the Pool Manager prior to or at the start of the meeting and being agreed by the other Partner. Such alternative deputies will have authorisation from the respective Partners to take any actions that the Voting Member is authorised to take.
- 1.3 Meetings will only be considered quorate if there are 5 Voting Members/deputies attending.
- 1.4 Each named representative assigned to a role specified in paragraphs 8.2 and 8.3 and/or the role itself may be changed by the body which is being represented by written notification to the other Partners.

2. Role of Housing Related Support Joint Management Group

The role of the JMG shall be:

2.1 *Strategy and Governance*

- i. Formally agree a commissioning plan and service contract procurement for housing related support services;
- ii. Deliver the objectives set out in the commissioning plan;
- iii. Report progress against key outcomes within the commissioning plan to the Health Improvement Board;
- iv. Review the operation of this Agreement and consider its renewal subject to the terms of any existing contractual commitments under the management of the County Council in its role as lead commissioner on behalf of the Partners;
- v. Formally agree the contribution made by each party to the Pooled Fund;

2.2 *Finance*

- i. Receive quarterly finance reports from the Pool Manager as set out in this Schedule 3.
- ii. Review and agree revisions to this agreement as required.
- iii. Agree a scheme of financial management with the Pool Manager.
- iv. Set such protocols and guidance as it may consider necessary to enable the Pool Manager to approve expenditure from the Pooled Fund.

2.3 Performance

- i. Receive quarterly performance reports from the Pool Manager.
- ii. Consider progress on key objectives as outlined in this Agreement and consult further where necessary.
- iii. Approve the quarterly and annual reports on outcomes from the Pool Manager to be submitted by the Housing Related Support Joint Management Group to each Partner for information.
- iv. Report on progress to stakeholders through the relevant programme or partnership board.

Risk

- a. Review risks quarterly in relation to delivery of objectives, performance of commissioned services, and reputation of the Partners in relation to the Pooled Fund.
- b. Review any other risks quarterly relating to the performance of this Agreement.

3. Role of Pool Manager

The Pool Manager shall:

- 3.1 submit quarterly and annual reports on finance and performance to the JMG for approval and submission to the Partners;
- 3.2 prepare an annual budget against the agreed commissioning intentions for approval by the JMG;
- 3.3 be responsible for the management of the Pooled Fund on a day-to-day basis; and

4. Housing Related Support Joint Management Group Support

- 4.1 The JMG will be supported by officers from the County Council who from time to time may be involved in assisting the JMG in implementation of the aims, objectives and intended outcomes set out in the Housing Related Support Commissioning Plan and the Oxfordshire Health and Wellbeing Strategy, and performance targets as agreed by the JMG.

5. Meetings

- 5.1 The JMG will meet quarterly in private session.
- 5.2 JMG members will receive an agenda and accompanying reports and papers at least 5 working days before each meeting.
- 5.3 However, it is recognised that on occasions and dependent on dates of meetings it may not always be possible to produce financial reports this far in advance, in which case they will be circulated as far in advance of the meeting as possible.
- 5.4 JMG will be provided with Finance and Performance Reports on a monthly basis, and these will be circulated to members irrespective of whether a meeting is taking place that month.

5.5 The JMG shall provide regular reports on progress to the Health Improvement Partnership Board and to the County Council Cabinet, the Oxfordshire Clinical Commissioning Group Board and the District / City Council Cabinets / Executive Groups as required.

6. Decision Making

6.1 All decisions of the JMG:

6.1.1 shall be made at quorate meetings of the JMG;

6.1.2 shall be made by those Voting Members present (or their deputies if appointed pursuant to paragraph 1 above); and

6.1.3 shall require the unanimous consent of all Voting Members/Deputies.

6.2 All decisions shall be recorded in writing. Minutes of the meetings to include all decisions made shall be kept and copied to the JMG by the Pool Manager within 14 days of every meeting.

6.3 The views of those in attendance will be taken into account for all of the work of the JMG including decision making. These views will be recorded in the minutes of the meeting. This will include agreement or disagreement to the decisions made by Voting Members.

7. Confidentiality

7.1 From time to time the JMG may discuss both financially and commercially sensitive information and client information. It is important that all members of the JMG and all other attendees are clear that they must treat the information as confidential and must discuss and use such information outside the JMG only where it is appropriate to do so in order for them to fulfil their obligations.

8. Membership of the Housing Related Support Joint Management Group

8.1 Chair

8.1.1 The JMG will be chaired by one of the Local Housing Authority Voting Members. This responsibility will rotate on an annual basis.

8.1.2 The Chair or their nominated deputy will attend meetings of the Health Improvement Board to bring regular reports of the JMG on performance within the Oxfordshire Adult Homeless Pathway and spending from the Pooled Fund

8.2 Voting Members

8.2 The membership of the JMG with voting rights will be as follows:

Oxfordshire County Council:

Commissioning Manager with the lead for housing related support services

Oxfordshire Clinical Commissioning Group:

Senior Commissioning Manager

Oxford City Council:

Housing Strategy & Needs Manager

Cherwell District Council:
Housing Needs Manager

Vale of White Horse District Council:
Housing Needs Manager

South Oxfordshire District Council:
Housing Advice Team Leader

West Oxfordshire District Council:
Head of Revenues and Housing Support

8.3 In Attendance: (Non-Voting Members)

The non-voting members will be as follows:

Oxford City Council:
Rough Sleeping and Single Homelessness Manager

9 Housing Related Support Joint Management Group's Relationship to Other Bodies

9.1 The JMG shall receive expert guidance and advice from the Housing Support Advisory Group to improve and develop housing related support services and inform its commissioning plan. The Housing Support Advisory Group will also advise upon all proposals involving changes to budgets and/or commissioning priorities for the provision of any other housing related support services. This will ensure that the implications of funding and service decisions in one part of the partnership structure can be considered across the whole structure to ensure that there are no unintended adverse consequences for other services.

9.2 The JMG shall report directly to the Health Improvement Board to support its role in delivering the priorities of the Health and Wellbeing Strategy.

9.3 The reporting lines and relationship of the JMG to other Boards/Partnerships are outlined below:

Governance framework diagram



