



SOCIAL SERVICES, HOUSING AND COMMUNITY SAFETY CABINET BOARD

***IMMEDIATELY FOLLOWING SCRUTINY COMMITTEE ON
THURSDAY, 10 NOVEMBER 2022***

***MULTI-LOCATION MEETING COUNCIL CHAMBER, PORT TALBOT
AND MICROSOFT TEAMS***

**ALL MOBILE TELEPHONES TO BE SWITCHED TO SILENT FOR THE
DURATION OF THE MEETING**

Webcasting/Hybrid Meetings:

This meeting may be filmed for live or subsequent broadcast via the Council's Internet Site. By participating you are consenting to be filmed and the possible use of those images and sound recordings for webcasting and/or training purposes.

Part 1

1. Appointment of Chairperson
2. Chairpersons Announcement/s
3. Declarations of Interest
4. Minutes of Previous Meeting (*Pages 5 - 14*)
5. Forward Work Programme 2022/23 (*Pages 15 - 18*)
6. Public Question Time
Questions must be submitted in writing to Democratic Services,
democratic.services@npt.gov.uk no later than noon on the working

day prior to the meeting. Questions must relate to items on the agenda. Questions will be dealt with in a 10 minute period.

For Decision:

7. Establishing a Managed Account and Payroll Support Framework
(Pages 19 - 48)
8. Procurement of a Specialist Domiciliary Care Framework
(Pages 49 - 90)
9. Rhodes Avenue Changing Rooms Lease Transfer
(Pages 91 - 102)
10. Uplift To Older People Care Home Fees (Pages 103 - 120)
11. National Collaborative Arrangements for Welsh (Local Authority) Adoption and Fostering Services (Pages 121 - 180)
12. Urgent Items
Any urgent items (whether public or exempt) at the discretion of the Chairperson pursuant to Statutory Instrument 2001 No. 2290 (as amended).
13. Access to Meetings - Exclusion of the Public (Pages 181 - 186)
To resolve to exclude the public for the following items pursuant to Regulation 4 (3) and (5) of Statutory Instrument 2001 No. 2290 and the relevant exempt paragraphs of Part 4 of Schedule 12A to the Local Government Act 1972.

Part 2

For Information:

14. Contractual Arrangements for a Range of Children and Young People Services (Pages 187 - 222)

For Decision:

15. Development of Step Up and Step Down Services
(Pages 223 - 262)
16. Contractual Arrangements for an Adult Placement (Shared Lives)

Support Service (Pages 263 - 302)

17. Permission to consider a restructure In Hillside (Pages 303 - 308)

K.Jones
Chief Executive

Civic Centre
Port Talbot

Friday, 4 November 2022

Social Services, Housing and Community Safety Cabinet Board
Members:

Councillors: J.Hale, S.Harris and A.Llewelyn

Notes:

- (1) *If any Cabinet Board Member is unable to attend, any other Cabinet Member may substitute as a voting Member on the Committee. Members are asked to make these arrangements direct and then to advise Democratic Services staff.*
- (2) *The views of the earlier Scrutiny Committee are to be taken into account in arriving at decisions (pre decision scrutiny process). The Chairperson and Vice Chairperson of the relevant Scrutiny Committee will be invited to be present at this meeting.*

This page is intentionally left blank

EXECUTIVE DECISION RECORD

11 OCTOBER 2022

SOCIAL SERVICES, HOUSING AND COMMUNITY SAFETY CABINET BOARD

Cabinet Members:

Councillors: J.Hale, S.Harris and A.Llewelyn

Officers in Attendance:

A.Jarret, A.Thomas, R.Davies, J.Hodges, C.Howard, C.John, N.Jones and A.Thomas

1. **APPOINTMENT OF CHAIRPERSON**

Agreed that Councillor J.Hale be appointed as Chair for the meeting.

2. **CHAIRPERSONS ANNOUNCEMENT/S**

The Chair welcomed all to the meeting.

3. **DECLARATIONS OF INTEREST**

No Declarations of Interest were received.

4. **MINUTES OF PREVIOUS MEETING**

The minutes of the 27th June were agreed as an accurate record of the meeting.

5. **FORWARD WORK PROGRAMME 2022/23**

The Forward Work Programme was noted.

6. **PUBLIC QUESTION TIME**

No questions were received.

7. **NPT YOUTH JUSTICE AND EARLY INTERVENTION PLAN 2022-2023**

Decision:

Having due regard to the Integrated Impact Assessment, the Neath Port Talbot Youth Justice and Early Intervention Draft Youth Justice Plan 2022 – 23 be commended to Council for approval.

Reason for Decisions:

To enable the Neath Port Talbot Youth Justice Service (Early Intervention and Prevention) on behalf of Neath Port Talbot Council to undertake its duties to deliver youth justice services in line with the Crime and Disorder Act 1998.

Implementation of Decision:

It is proposed for implementation after the three day call in period, which ends 15th October 2022.

8. **DELEGATION UNDER LOCAL GOVERNMENT LEGISLATION TO BRITON FERRY TOWN COUNCIL REGARDING THE PROVISION OF A DAY SERVICE**

Decisions

Having given due regard to the integrated impact screening assessment:

1. That Briton Ferry Town Council be granted on year delegation to section 101 of the Local Government Act 1972 and section 19 of the Local Government Act 2000 to operate a community meals service at Liberty Hall, Briton Ferry. In accordance with the Health and Social Services and Social Security Adjudications Act 1993.
2. That the Head of Adult Services in consultation with the Head of Legal and Democratic Services be granted delegated authority to enter into a suitable agreement to document this delegation.

Reason for Decision

Failure to grant a delegation would mean the provision of a community meal service at Liberty Hall Briton Ferry would come to an end.

Implementation of Decision

The decision will be implemented after the three day call in period, which ends 15th October 2022.

9. **DELEGATION UNDER LOCAL GOVERNMENT LEGISLATION TO NEATH TOWN COUNCIL REGARDING THE PROVISION OF A DAY SERVICE**

Decisions

Having given due regard to the integrated impact screening assessment:

1. That delegated authority be granted to Neath Town Centre for one year pursuant to section 101 of the Local Government Act 1972 and section 19 of the Local Government Act 2000 to operate a community meals service at Neath Town Café in accordance with the Health and Social Services and Social Security Adjudications Act 1983.
2. That the Head of Adult Services in consultation with the Head of Legal and Democratic Services be granted delegated authority to enter into a suitable agreement to document this delegation.

Reason for Decision

Failure to grant a delegation would mean the provision of a community meal service at Neath Town Cafe would come to an end.

Implementation of Decision

The decision was proposed for implementation after the three day call in period, which ends 15th October 2022.

10. **DISTRIBUTION OF WELSH GOVERNMENT GRANT TO SUPPORT DOMICILIARY CARE SERVICES**

Decisions

Having given due regard to the integrated impact assessment:

1. That delegated authority be granted to the Head of Adult Services to allocate £240,000 of funding provided through the Welsh Government grant in order to support commissioned domiciliary care providers to increase mileage rates for their workforces.
2. That delegated authority be granted to the Head of Adult Services to utilise the £210,000 of the available Welsh Government grant for the purchase of electric cars, electric charge points and electric charge point installation for the pooled use of the Councils Community Wellbeing Team.

Reasons for Decision:

So that the Council was able to distribute the available grant in a way that best supports the domiciliary care market.

Implementation of Decision

The decision will be implemented after the three day call in Period, which ends 15th October 2022.

11. **RAPID RE-HOUSING REPORT**

Decisions

That having given due regard to the Integrated Impact Assessment, the Neath Port Talbot County Borough Council Rapid Rehousing Plan as detailed in Appendix 2, be approved.

Reasons for Decision:

To comply with Welsh Government requirements;

To improve our response to homelessness, providing a more effective service to ensure that homelessness is “rare, brief, and unrepeated”;

To support staff who are working in challenging circumstances; and

To ensure all people presenting as homeless have both the accommodation and support they need to lead positive lives in our communities.

Implementation of Decision:

The decision was proposed for implementation after the three day call in period, which ends 15th October 2022.

12. **APPROVAL AND PUBLICATION OF NEATH PORT TALBOT HOUSING SUPPORT PROGRAMME STRATEGY**

Decisions

That having given due regard to the Integrated Impact Assessment approval be granted for Officers to implement and publish the Housing Support Programme Strategy as detailed in Appendix 1 to the circulated report.

Reasons for Decision

To ensure a range of good quality housing related support was available to meet the needs of residents of Neath Port Talbot and that the Council is compliant with Part 2 of the Housing (Wales) Act 2014.

Implementation of Decision

The decision will be implemented after the three day call in period, which ends 15th October 2022.

13. **LOCAL AND REGIONAL MARKET STABILITY REPORT**

Decision

1. That the West Glamorgan Regional Market Stability Report be approved and published.
2. That the Neath Port Talbot Market Stability Report be approved and published.

Reasons for Decision

To support the planning and commissioning of services and to ensure compliance with Section 144B of the Social Services and Wellbeing (Wales) Act 2014 and the Partnership Arrangements (Amendment) Page 272

and Regulated Services (Market Stability Reports) (Wales) Regulations 2021.

Implementation of Decision

The decision will be implemented after the three day call in period, which ends 15th October 2022.

14. **FUTURE OF TREMY GLYN**

Decision

That having given due regard to the integrated impact assessment.

1. That the Director of Social Care, Health and Housing be granted delegated authority to finalise negotiations with the Pobl Group to extend the current contract in relation to Trem Y Glyn for a period of 12 months, including agreeing the amended contract rates.
2. That the Director of Social Care, Health and Housing be granted delegated authority to suspend the requirements of the Council's Contract Procedure Rules under rule 5, in particular the requirement for competition.
3. On conclusion of these negotiations, to enter into a Deed of Variation to extend the term of the contract for a further period of 12 months, with the final costs being reported back to cabinet for information purposes.
4. That a strategy for older people services be presented in September 2023 so that Members can make an informed decision on Trem Y Glyn post March 2024.

Reasons for Decision

To ensure sufficiency of care within Neath Port Talbot.

Implementation of Decision

The decision was proposed for implementation after the three day call in period, which ends 15th October 2022.

15. **QUARTER 1 PERFORMANCE INDICATORS**

Decision

That the report be noted.

16. **QUARTER 1 PERFORMANCE (1ST APRIL 2022- 30TH JUNE 2022)**

Decision

That the report be noted.

17. **URGENT ITEMS**

No urgent items were received.

18. **ACCESS TO MEETINGS - EXCLUSION OF THE PUBLIC**

19. **CONTRACTUAL ARRANGEMENT FOR A SUPPORTED LODGINGS MANAGEMENT AND DELIVERY SERVICE**

Decision

Having given due regard to the integrated impact assessment:

1. The intention of the Head of Children and Young People Services to enter into a contract with Llamau for a Supported Lodgings Management and Delivery Service for Young People. This contract will be for a period of 12 months with an option to extend for a further 12 months, subject to a 3 month no fault early termination clause be noted.
2. That approval be granted for Officers to undertake any necessary consultation as part of the review and commissioning process.
3. That Officers undertake a procurement exercise for the provision of a Supported Lodgings Management and Delivery Service for Young People.

4. That delegated authority be granted to the Head of Children and Young People Services to enter into a contract with the winning bidder.

Reasons for Proposed Decision:

So that the Council was able to continue meeting its duties to young people that have an identified, need for supported lodgings.

Implementation of Decision:

The decision was proposed for implementation after the three day call in period, which ended 15th October 2022.

20. **CONTRACTUAL ARRANGEMENTS FOR TEMPORARY ACCOMMODATION FOR HOMELESS YOUNG PEOPLE**

Decision

Having given due regard to the integrated impact assessment:

1. That the intention of the Head of Adult Services to enter into a contract with Llamau and Pobl for the delivery of specialist temporary accommodation services for homeless young people. These contracts will be for a period of 12 months with an option to extend for a further 12 months, subject to a 3 month no fault early termination clause be noted.
2. That approval be granted for Officers to undertake any necessary consultation as part of the review and commissioning process.
3. That Officers undertake a procurement exercise for the provision of temporary accommodation services to homeless young people.
4. That delegated authority be granted to the Head of Adult Services to enter into a contract with the winning bidder(s).

Reasons for Proposed Decision

So that the Council was able to continue meeting its duties to young people that are experiencing or are at risk of homelessness.

Implementation of Decision

The decision was proposed for implementation after the three day call in period, which ended 15th October 2022.

21. **HILLSIDE SECURE HOME QUARTERLY REPORTS**

Decision:

That the report be noted.

CHAIRPERSON

This page is intentionally left blank

Agenda Item 5

Meeting Date	Agenda Item	Type	Contact Officer
15 th December			
	Quarter 2 Performance	Monitoring	Shaun Davies
	Leasing Scheme Wales	Decision	Rob Davies Angela Thomas
	Corporate Safeguarding Policy	information	Chris Frey-Davies
	Directors Annual Report	information	Leighton Jones
	Warm Spaces (Moved from 10 November meeting)	TBC	Sarah Waite
	The procurement of a social care case management platform	Decision	Ian Finnemore

Meeting Date 2023	Agenda Item	Type	Contact Officer
26 th January			
	Hillside Secure Home Quarterly Reports	Monitoring	Andrew Jarrett

Meeting Date	Agenda Item	Type	Contact Officer
9th March			
	Directors Annual Report	Information	Andrew Jarrett
	Annual Letter (CSSIW Performance Review of Neath Port Talbot CBC Social Services)	Information	Andrew Jarrett
	Hillside Secure Home Fees and Charges	Decision	Andrew Jarrett
	Quarter 3 Performance	Monitoring	Shaun Davies

This page is intentionally left blank



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNCIL SOCIAL SERVICES, HOUSING AND COMMUNITY SAFETY CABINET BOARD

10th November 2022

Report of the Head of Adult Services – A. Thomas

Matter for Decision

Wards Affected - All wards

ESTABLISHING A MANAGED ACCOUNT AND PAYROLL SUPPORT FRAMEWORK

Purpose of the Report

To obtain Member approval to undertake a process to establish a Framework of approved providers who are able to appropriately support Direct Payment recipients with Managed Account and Payroll activity.

Executive Summary

This report sets out a proposal to undertake an exercise in order to identify a range of providers who are approved by Neath Port Talbot Council (“the Council”) to offer Managed Accounts and Payroll Support services to people in receipt of Direct Payments. These providers may be used when Direct Payment recipients elect to have support in these areas.

There is an existing arrangement in place that is similar to this proposed new arrangement, however there is now a need to refresh these arrangements.

Background

Direct Payments are a payment made by the Council directly to people assessed by Social Services as requiring care and support, so that the person can purchase the interventions they need themselves, rather than the Council arranging services for them. Typically this means that the Direct Payment recipient will either commission services from a care provider or employ a Personal Assistant, who is trained to deliver support.

Direct Payments are flexible and aim to give people maximum choice and control over the way in which their care needs and outcomes are met. Recipients can choose the services they want, as long as they are able to show how they meet their assessed needs.

For the purpose of context, the Council administers approximately £3.5 million of direct payments to some 400 people who, in turn, employ over 500 Personal Assistants.

Some people would like to receive a Direct Payment but are unable to undertake all the necessary obligations and responsibilities that are required when receiving a Direct Payment. In these situations the Council will provide funding for the person requiring a Direct Payment to purchase a Managed Account service or a Payroll Support service.

A Managed Account is where a third party provider will manage the financial side of a Direct Payment. The Council will make the Direct Payment directly to the Managed Account provider and they will receive payslips so they may pay Personal Assistants on behalf of the person requiring support. Payroll Support is where a third party provider will manage the payroll elements of the Direct Payment arrangement, so that the recipient receives payslips so they can pay their Personal Assistants.

Currently, Direct Payment recipients are able to spot purchase Managed Account and Payroll Support services from an Approved Provider List, which has been in place since 2016. However, it has been recognised that there's a need to update the List and the

associated documentation, including the development of a Quality Assurance Mechanism to ensure that providers deliver support to a consistently high standard.

Approved Provider List activity 2021/22 (as of 12.07.22)

	Managed Accounts	Payroll Services
Number of Approved Providers:	5	5
Number of spot purchases made	127	151
Value of spot purchases made	£91,597.00	£63,576.00

It is proposed that Officers undertake an exercise to establish a Framework of providers who are able to undertake the Managed Account and Payroll Support elements of the Direct Payment arrangement, so that Direct Payment recipients may spot purchase the services by appointing a provider from this Framework.

The Framework will be for a period of four years with provision to extend this arrangement by up to a further four years. The Framework documentation will include:

- Updated documentation between the provider and the Direct Payment recipient setting out the terms of engagement.
- New documentation underpinning the terms of relationship and governance for use by the Council, Direct Payment recipients and providers on the Framework.
- A New Quality Assurance Mechanism that will strengthen standards of service delivery and make providers more accountable to updated standards of practice.
- An updated range of providers.

Providers wishing to have a place on this Framework will be considered through a two stage process – a Pre-Qualifying Stage to establish whether, broadly, it's appropriate for the bidder to have a place on the Framework, and a Quality Stage which will be scored on a Pass/Fail basis, which aims to understand how well the bidder can deliver Managed Account or Payroll Support. Success in both elements will result in a place on the Framework.

Financial Impacts

As the Council gives the Direct Payment recipient an amount of money to fund their Payroll Support or Managed Account requirements, the volume of work correlates with the numbers of Direct Payment arrangements in place.

It is estimated that for the first full year of the Framework (2023/24), the value of spot purchase arrangements made will be around £150,000.00, making the value of the Framework over the four year period and the extension period to be £1,200,000.

Integrated Impact Assessment

A first stage impact assessment has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016). The first stage impact assessment has indicated that a more in-depth assessment was required.

An overview of the Integrated Impact Assessment has been included below in summary form only and it is essential that Members read the Integrated Impact Assessment, which is attached to the report at Appendix 1, for the purposes of the meeting.

- Overall this proposal will have a positive impact and processes are in place to monitor the impact for any unintended negative consequences.

- The intention is to establish an approved list of providers that can offer a Managed Account or Payroll Support service to people that would like to receive a Direct Payment, but are unable to oversee the management of those areas. As such, this proposal opens up Direct Payments to all eligible people that would like to have their needs met in this way.
- The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.

Valleys Communities Impacts

These services will be delivered across Neath Port Talbot and people living with Valley communities will have equal access.

Workforce Impacts

No implications.

Legal Impacts

The Council will not in fact be purchasing any services from the organisations being appointed to the proposed Framework therefore the Public Contract Regulations 2015 and the Council's Contract Procedure Rules does not apply to the exercise. Nevertheless the Council does propose advertising the opportunity to ensure opportunities for all organisations, provided they satisfy the requirements of the Council to apply to the Framework thus ensuring a robust process. The arrangements will assist the Council in complying with its legal duties under the Social Services and Well-being (Wales) Act 2014.

Given its duties under the Social Services and Well-being (Wales) Act 2014, the Council wishes to undertake an open and robust process for establishing the Framework of providers in a way consistent with best practice. The process will also assist the Council in ensuring it is acting in accordance with the general principles of non-discrimination, equal

treatment, transparency, mutual recognition and proportionality. Terms will be developed to govern the Framework, establishing the standards expected, and to incorporate updated documentation for use between the provider and a recipient of the Direct Payment.

Risk Management Impacts

Risks associated with not implementing the proposal:

The risks associated not updating this Framework and the terms of the relationship between the Council, the Direct Payment recipient and the providers would be the following:

- Terms of the contract between the provider and the Direct Payment recipient will be old terms and not consistent with current best practice around supporting people who have Direct Payments.
- Without an updated Quality Assurance Mechanism there is limited ability for the Council to impose the standards expected from the provider in line with current best practice.
- Keeping to the existing range of providers and not updating and refreshing the list could result in Direct Payment recipients having a more limited choice of providers.

Risks associated with implementing the proposal:

The risks associated updating this Framework would be the following:

- There may be a risk that there will be less providers on the new Framework than the old. This is a relatively small risk as existing providers will be on the existing arrangement from choice, so it would be fair to assume they would also wish to have a place on any new arrangement.

Consultation

There is no requirement for external consultation on this item.

As part of the procurement process, Officers will engage with people that are, or have, used the services in order to inform the proposed exercise.

As part of the procurement process, there will also be a Market Engagement Event so that potential providers may be advised of the exercise in relation to the Managed Account and Payroll Support service models and the Quality Assurance Mechanism. The purpose of the event would be to help potential provider's further inform the model and aspects of the process so it has the best chance for success.

Recommendations

Having had due regard to the integrated impact assessment it is recommended that Members approve:

- a) The undertaking of an exercise, including all necessary consultation, so that a Framework may be established for providers who are able to offer Managed Accounts and Payroll Support services to people that receive a Direct Payment.
- b) Following the process, for the Head Adult Services to be granted Delegated Authority to add providers that meet our requirements to the Framework. The length of the Framework being four years with the option of extending by period up to a further four years.

Reasons for Proposed Decision

Establishing a Framework will ensure that the Council is best placed to execute its statutory duties to support Direct Payment recipients in a way consistent with best practice.

Implementation of Decision

The decision is proposed for implementation after the three day call in period.

Appendices

Appendix 1 – Integrated Impact Assessment.

List of Background Papers

None.

Officer Contact

Angela Thomas, Head of Adult Services Phone: 01639 68 3328

Email: a.j.thomas@npt.gov.uk

Chelé Zandra Howard, Principle Officer for Commissioning

Phone: 01639 685221 Email: c.howard@npt.gov.uk

Sue Bradshaw, Principle Officer for Direct Services

Email: s.bradshaw@npt.gov.uk

Integrated Impact Assessment (IIA)

This Integrated Impact Assessment considers the duties and requirements of the following legislation in order to inform and ensure effective decision making and compliance:

- Equality Act 2010
- Welsh Language Standards (No.1) Regulations 2015
- Well-being of Future Generations (Wales) Act 2015
- Environment (Wales) Act 2016

Version Control

Version	Author	Job title	Date
e.g. Version 1	Chelé Zandra Howard	PO Commissioning	27.07.22

1. Details of the initiative

	Title of the Initiative: Procuring A Managed Account and Payroll Direct Payment Support Framework
1a	Service Area: Adult Services
1b	Directorate: Social Services, Health and Housing
1c	<p>Summary of the initiative:</p> <p>This report sets out a proposal to undertake an exercise in order to identify a range of providers who are approved by the Council to offer Managed Accounts and Payroll Support services to people in receipt of Direct Payments. These providers may be used when Direct Payment recipients elect to have support in these areas through their Direct Payment arrangements.</p> <p>There is an existing arrangement in place which is similar to this proposed new arrangement, however there's a need to strengthen the current arrangements and update the associated documentation.</p>
1d	Is this a 'strategic decision'? yes
1e	<p>Who will be directly affected by this initiative?</p> <p>People that require support in managing their Direct Payment in relation to payroll and/or financial management.</p>

1f	When and how were people consulted? People who require these services will be engaged with as part of the exercise to take forward the proposal.
1g	What were the outcomes of the consultation? People who require these services will be able to inform the exercise to take forward the proposal

2. Evidence

What evidence was used in assessing the initiative?

- Care assessment and plans
- Housing assessments and plans
- Social Services routinely collects data as part of the assessment/review process of individuals which is reported to Welsh Government.
- Western Bay Population Needs Assessment <http://www.westernbaypopulationassessment.org/en/learning/>
- Summary Statistics for South West Wales Region <https://gov.wales/sites/default/files/statistics-and-research/2020-05/summary-statistics-south-west-wales-region-2020-958.pdf>
- Daffodil data <http://www.daffodilcymru.org.uk/>
- Stats Wales <https://statswales.gov.wales/Catalogue/Population-and-Migration/Population/Estimates/Local-Authority/populationestimates-by-localauthority-year> and <https://statswales.wales.gov.uk/Catalogue/Equality-and-Diversity/Sexual-Identity/SexualIdentity-by-Area-IdentityStatus>
- ONS data from 2011 <https://www.ons.gov.uk/census>
- NPT CBC Adults Plan <https://www.npt.gov.uk/media/14700/plan-for-adult-social-care-2019-2022.pdf?v=20210914151908>
- Western Bay Area Planning Board Commissioning Plan 2014-2019 <https://democracy.swansea.gov.uk/documents/s17766/12%20b%203%20of%205%20-%20Appendix%202%20-%20Development%20of%20the%20Regional%20Western%20Bay%20Arrangements%20for%20the%20Substance%20.pdf>

The below information is in relation to all people that receive a direct payment, of which some will require a managed account and/or payroll service.

Category	Count
Elderly	91

Children	67
PDSI	127
Learning Disability	158
Mental Health	19

Gender	Count
Male	211
Female	251

Age	Count
0-15	47
16-25	75
26-35	70
36-45	43
46-55	52
56-65	60
66-75	50
76-85	34
86-95	25
96 >	6

Cluster	Count
Afan	187
Upper Valley	107
Neath	155
Other	13

3. Equalities

a) How does the initiative impact on people who share a **protected characteristic**?

Protected Characteristic	+	-	+/-	Why will it have this impact?
Age	x			<p>People in receipt of a direct payment are can be any age and there is not one particular age group more likely to receive a direct payment. Therefore, the managed account and payroll support services will be delivered to people across the spectrum of ages.</p> <p>Managed accounts and payroll support services have a positive impact on people that may be eligible for a direct payment, as it enables people that may not be able to manage these elements of a direct payment to have equal opportunity to receive a direct payment.</p> <p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a more formal relationship with providers of these services and to increase the number of providers offering these services to those that require them. Increasing the number of providers that a person in receipt of a direct payment can choose from will be a positive impact as people will have more choice.</p> <p>The proposal will not make any changes to the current provision for people already receiving these services. Furthermore, this proposal will not make any changes to the eligibility criteria for people requiring these services.</p> <p>The process will ensure that suitably experienced providers deliver the services. In addition, the process to establish a list of providers will include questions regarding equalities legislation.</p> <p>The Common Commissioning Unit will analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic.</p>

			<p>The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p>
Disability	x		<p>All people that are eligible for a direct payment will be assessed as having a disability and therefore the managed account and payroll support services will be delivered to people that have a disability.</p> <p>Managed accounts and payroll support services have a positive impact on people that may be eligible for a direct payment, as it enables people that may not be able to manage these elements of a direct payment to have equal opportunity to receive a direct payment.</p> <p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a more formal relationship with providers of these services and to increase the number of providers offering these services to those that require them. Increasing the number of providers that a person in receipt of a direct payment can choose from will be a positive impact as people will have more choice.</p> <p>The proposal will not make any changes to the current provision for people already receiving these services. Furthermore, this proposal will not make any changes to the eligibility criteria for people requiring these services.</p> <p>The process will ensure that suitably experienced providers deliver the services. In addition the process to establish a list of providers will include questions regarding equalities legislation.</p> <p>The Common Commissioning Unit will analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic.</p>

			<p>The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts</p>
Gender reassignment	x		<p>No information is captured in relation to the number of people accessing the services that may have had gender reassignment.</p> <p>The gender identity of a person is not a barrier to accessing the service and the service is open to all people with an eligible need. The proposal does not make any changes to the current provision or eligibility criteria for the service.</p> <p>Managed accounts and payroll support services have a positive impact on people that may be eligible for a direct payment, as it enables people that may not be able to manage these elements of a direct payment to have equal opportunity to receive a direct payment. As such this proposal has an indirect positive impact on people with this protected characteristic that will require these services.</p> <p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a more formal relationship with providers of these services and to increase the number of providers offering these services to those that require them. Increasing the number of providers that a person in receipt of a direct payment can choose from will be a positive impact as people will have more choice.</p> <p>The proposal will not make any changes to the current provision for people already receiving these services. Furthermore, this proposal will not make any changes to the eligibility criteria for people requiring these services.</p> <p>The process will ensure that suitably experienced providers deliver the services. In addition the process to establish a list of providers will include questions regarding equalities legislation.</p>

			<p>The Common Commissioning Unit will analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic.</p> <p>The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p>
<p>Marriage & civil partnership</p>		<p>x</p>	<p>No information is captured in relation to the number of people accessing the services that may be married or in a civil partnership.</p> <p>The marriage/civil partnership status of a person is not a barrier to accessing the service and the service is open to all people with an eligible need. The proposal does not make any changes to the current provision or eligibility criteria for the service.</p> <p>Managed accounts and payroll support services have a positive impact on people that may be eligible for a direct payment, as it enables people that may not be able to manage these elements of a direct payment to have equal opportunity to receive a direct payment. As such this proposal has an indirect positive impact on people with this protected characteristic that will require these services.</p> <p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a more formal relationship with providers of these services and to increase the number of providers offering these services to those that require them. Increasing the number of providers that a person in receipt of a direct payment can choose from will be a positive impact as people will have more choice.</p> <p>The proposal will not make any changes to the current provision for people already receiving these services. Furthermore, this proposal will not make any changes to the eligibility criteria for people requiring these services.</p>

			<p>The process will ensure that suitably experienced providers deliver the services. In addition the process to establish a list of providers will include questions regarding equalities legislation.</p> <p>The Common Commissioning Unit will analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic.</p> <p>The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p>
Pregnancy and maternity		x	<p>No information is captured in relation to the number of people accessing this services that may be pregnant or have a protected characteristic by way of their maternity status.</p> <p>The pregnancy/maternity status of a person is not a barrier to accessing the service and the service is open to all people with an eligible need. The proposal does not make any changes to the current provision or eligibility criteria for the service.</p> <p>Managed accounts and payroll support services have a positive impact on people that may be eligible for a direct payment, as it enables people that may not be able to manage these elements of a direct payment to have equal opportunity to receive a direct payment. As such this proposal has an indirect positive impact on people with this protected characteristic that will require these services.</p> <p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a more formal relationship with providers of these services and to increase the number of providers offering these services to those that require them. Increasing the number of providers that a person in receipt of a direct payment can choose from will be a positive impact as people will have more choice.</p>

			<p>The process will ensure that suitably experienced providers deliver the services. In addition the process to establish a list of providers will include questions regarding equalities legislation.</p> <p>The Common Commissioning Unit will analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic.</p> <p>The services will be monitored by the Common Commissioning Unit (which includes receiving resident’s feedback) and the Unit will also analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic.</p> <p>The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p>
Race		x	<p>No information is captured in relation to the race of people accessing the services.</p> <p>The race of a person is not a barrier to accessing the service and the service is open to all people with an eligible need. The proposal does not make any changes to the current provision or eligibility criteria for the service.</p> <p>Managed accounts and payroll support services have a positive impact on people that may be eligible for a direct payment, as it enables people that may not be able to manage these elements of a direct payment to have equal opportunity to receive a direct payment. As such this proposal has an indirect positive impact on people with this protected characteristic that will require these services.</p> <p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a more formal relationship with providers of these services</p>

			<p>and to increase the number of providers offering these services to those that require them. Increasing the number of providers that a person in receipt of a direct payment to choose from will be a positive impact as people will have more choice.</p> <p>The proposal will not make any changes to the current provision for people already receiving these services. Furthermore, this proposal will not make any changes to the eligibility criteria for people requiring these services.</p> <p>The process will ensure that suitably experienced providers deliver the services. In addition the process to establish a list of providers will include questions regarding equalities legislation.</p> <p>The Common Commissioning Unit will analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic.</p> <p>The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p>
<p>Religion or belief</p>		<p>x</p>	<p>No information is captured in relation to the religion or belief of people accessing the services.</p> <p>The religion/belief of a person is not a barrier to accessing the service and the service is open to all people with an eligible need. The proposal does not make any changes to the current provision or eligibility criteria for the service.</p> <p>Managed accounts and payroll support services have a positive impact on people that may be eligible for a direct payment, as it enables people that may not be able to manage these elements of a direct payment to have equal opportunity to receive a direct payment. As such this proposal has an indirect positive impact on people with this protected characteristic that will require these services.</p>

			<p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a more formal relationship with providers of these services and to increase the number of providers offering these services to those that require them. Increasing the number of providers that a person in receipt of a direct payment to choose from will be a positive impact as people will have more choice.</p> <p>The proposal will not make any changes to the current provision for people already receiving these services. Furthermore, this proposal will not make any changes to the eligibility criteria for people requiring these services.</p> <p>The process will ensure that suitably experienced providers deliver the services. In addition the process to establish a list of providers will include questions regarding equalities legislation.</p> <p>The Common Commissioning Unit will analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic.</p> <p>The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p>
Sex	x		<p>The gender split of people in receipt of a direct payment is about equal and there is not one particular gender more likely to receive a direct payment. Therefore, the managed account and payroll support services will be delivered to people across the spectrum of genders.</p> <p>Managed accounts and payroll support services have a positive impact on people that may be eligible for a direct payment, as it enables people that may not be able to manage these elements of a direct payment to have equal opportunity to receive a direct payment.</p>

			<p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a more formal relationship with providers of these services and to increase the number of providers offering these services to those that require them. Increasing the number of providers that a person in receipt of a direct payment to choose from will be a positive impact as people will have more choice.</p> <p>The proposal will not make any changes to the current provision for people already receiving these services. Furthermore, this proposal will not make any changes to the eligibility criteria for people requiring these services.</p> <p>The process will ensure that suitably experienced providers deliver the services. In addition the process to establish a list of providers will include questions regarding equalities legislation.</p> <p>The Common Commissioning Unit will analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic.</p> <p>The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p>
Sexual orientation		x	<p>No information is captured in relation to the sexual orientation of people accessing the services.</p> <p>The sexual orientation of a person is not a barrier to accessing the service and the service is open to all people with an eligible need. The proposal does not make any changes to the current provision or eligibility criteria for the service.</p> <p>Managed accounts and payroll support services have a positive impact on people that may be eligible for a direct payment, as it enables people that may not be able</p>

			<p>to manage these elements of a direct payment to have equal opportunity to receive a direct payment. As such this proposal has an indirect positive impact on people with this protected characteristic that will require these services.</p> <p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a more formal relationship with providers of these services and to increase the number of providers offering these services to those that require them. Increasing the number of providers that a person in receipt of a direct payment to choose from will be a positive impact as people will have more choice.</p> <p>The proposal will not make any changes to the current provision for people already receiving these services. Furthermore, this proposal will not make any changes to the eligibility criteria for people requiring these services.</p> <p>The process will ensure that suitably experienced providers deliver the services. In addition the process to establish a list of providers will include questions regarding equalities legislation.</p> <p>The Common Commissioning Unit will analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic.</p> <p>The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p>
--	--	--	--

What action will be taken to improve positive or mitigate negative impacts?

- Analysis of any complaints and safeguarding referrals relating to the service by the CCU
- Analysis of Provider monitoring data by the CCU
- Process to include questions regarding equalities legislation.

b) How will the initiative assist or inhibit the ability to meet the **Public Sector Equality Duty**?

Public Sector Equality Duty (PSED)	+	-	+/-	Why will it have this impact?
To eliminate discrimination, harassment and victimisation	x			Prevents discrimination of people that may not be able to oversee all functions of a direct payment by giving them equal opportunity to access direct payments.
To advance equality of opportunity between different groups	x			Advances equality of opportunity between those that can manage all aspects of a direct payment and those that cannot by giving them equal opportunity to access direct payments.
To foster good relations between different groups	x			Direct payments enables people with disabilities to have maximum choice and control over the support required to meet their outcomes. Enabling people to access direct payments in order to achieve their outcomes helps to foster good relationships between those with a disability and those that do not have a disability as direct payments enable people to live full lives within their local communities.

What action will be taken to improve positive or mitigate negative impacts?

- Analysis of any complaints and safeguarding referrals relating to the service by the CCU
- Analysis of Provider monitoring data by the CCU

4. Socio Economic Duty

Impact	Details of the impact/advantage/disadvantage
Positive/Advantage	<p>Will have a positive impact as the services will enable more people to access direct payments in order to meet their assessed needs and outcomes. Services purchased through direct payments help improve a person’s wellbeing by meeting their assessed social care needs.</p> <p>Direct payments will help to maintain or improve a person’s independence, which in turn will help to improve socio-economic disadvantages that people with a lifelong disability may experience in terms of their personal and social outcomes</p>
Negative/Disadvantage	
Neutral	<p>There will be no change to the Council’s fairer charging policy in relation to people receiving the service. The fairer charging thresholds are set by Welsh Government.</p>

What action will be taken to reduce inequality of outcome

- Analysis of any complaints and safeguarding referrals relating to the service by the CCU
- Analysis of Provider monitoring data by the CCU

5. Community Cohesion/Social Exclusion/Poverty

	+	-	+/-	Why will it have this impact?
Community Cohesion	x			Direct payments enables people with disabilities to have maximum choice and control over the support required to meet their outcomes. Proving people with the means to access a direct payment enables people with care and support needs to achieve their independence and preferred outcomes so that they can live in their local communities, thereby enabling cohesive communities that are inclusive of people with disabilities.
Social Exclusion	x			Direct payments enables people with disabilities to have maximum choice and control over the support required to meet their outcomes. Proving people with the means to access a direct payment enables people with care and support needs to achieve their independence and preferred outcomes, so that people are not socially excluded due to their disability.
Poverty			x	There will be no change to the Councils fairer charging policy in relation to people receiving the service. The fairer charging thresholds are set by Welsh Government.

What action will be taken to improve positive or mitigate negative impacts?

- Analysis of any complaints and safeguarding referrals relating to the service by the CCU
- Analysis of Provider monitoring data by the CCU

6. Welsh

	+	-	+/-	Why will it have this effect?
What effect does the initiative have on: – people’s opportunities to use the Welsh language	x			Providers will be required to deliver the service in the residents chosen first language
– treating the Welsh and English languages equally	x			Providers will be required to deliver the service in the residents chosen first language

What action will be taken to improve positive or mitigate negative impacts?

- Analysis of any complaints and safeguarding referrals relating to the service by the CCU
- Analysis of Provider monitoring data by the CCU

7. Biodiversity

How will the initiative assist or inhibit the ability to meet the **Biodiversity Duty**?

Biodiversity Duty	+	-	+/-	Why will it have this impact?
To maintain and enhance biodiversity			x	Not applicable to this proposal

To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.			x	Not applicable to this proposal
--	--	--	---	---------------------------------

What action will be taken to improve positive or mitigate negative impacts?

Not applicable to this proposal

8. Well-being of Future Generations

How have the five ways of working been applied in the development of the initiative?

Ways of Working	Details
i. Long term – looking at least 10 years (and up to 25 years) ahead	Enabling people to access a direct payment supports people in being able to achieve their long term social care and wellbeing needs.
ii. Prevention – preventing problems occurring or getting worse	Enabling people to access a direct payment enables people to stay independent within their communities and prevents the need for people to require more institutionalised care models.
iii. Collaboration – working with other services internal or external	This proposal involves a collaboration between social services, the person assessed as having a care and support need, the person or organisation delivering care and the organisations supporting the management of the direct payment.
iv. Involvement – involving people, ensuring they	Enabling people to access a direct payment provides maximum choice and control over how a person with assessed social care needs achieves their individual outcomes and care needs.

reflect the diversity of the population	Having a list of approved providers to offer people support in managing elements of their direct payment allows more choice to those that need this support.
v. Integration – making connections to maximise contribution to:	
Council’s well-being objectives	To improve the well-being of all adults who live in the county borough by giving people maximum choice and control over the services they require to meet their assessed needs and outcomes.
Other public bodies objectives	

9. Monitoring Arrangements

Provide information on the monitoring arrangements to:

Monitor the impact of the initiative on Equalities, Community Cohesion, the Welsh Measure, Biodiversity Duty and the Wellbeing Objectives.

The Common Commissioning Unit will analyse any complaints and safeguarding referrals regarding the scheme to identify if there are any concerns regarding the service having a negative impact on people with a protected characteristic. The provider will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.

10. Assessment Conclusions

Please provide details of the conclusions reached in relation to each element of the assessment:

	Conclusion
Equalities	The indication is that the proposal will have a positive impact; however, systems will be in place that will allow officers to check that the proposal is having its intended outcomes and not resulting in any unintended negative consequences for people in regards to their protected characteristics.

Socio Economic Disadvantage	The indication is that the proposal will have a positive impact; however, systems will be in place that will allow officers to check that the proposal is having its intended outcomes and not resulting in any unintended negative consequences for people in regards to social economic disadvantages.
Community Cohesion/ Social Exclusion/Poverty	The indication is that the proposal will have either a positive or neutral impact, however systems will be in place that will allow officers to check that the proposal is having its intended outcomes and not resulting in any unintended negative consequences for people in regards to the Councils community cohesion, social exclusion and poverty duties.
Welsh	The indication is that the proposal will have a positive impact; however, systems will be in place that will allow officers to check that the proposal is having its intended outcomes and not resulting in any unintended negative consequences for people in regards to the use of the Welsh language.
Biodiversity	Not applicable to this proposal.
Well-being of Future Generations	The indication is that the proposal will have a positive impact; however, systems will be in place that will allow officers to check that the proposal is having its intended outcomes and not resulting in any unintended negative consequences for people in regards to the five ways of working.

Overall Conclusion

Please indicate the conclusion reached:

- **Continue** - as planned as no problems and all opportunities have been maximised

Please provide details of the overall conclusion reached in relation to the initiative

Overall this proposal will have a positive impact and processes are in place to monitor the impact for any unintended negative consequences.

The intention is to establish an approved list of providers that can offer a managed accounts and payroll support services to people that would like to receive a direct payment but are unable to oversee the management of those areas. As such this proposal opens up direct payments to all eligible people that would like to have their needs met in this way.

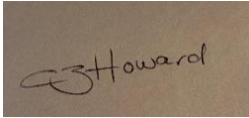
The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.

11. Actions

What actions are required in relation to obtaining further data/information, to reduce or remove negative impacts or improve positive impacts?

Action	Who will be responsible for seeing it is done?	When will it be done by?	How will we know we have achieved our objective?
Analysis of any complaints and safeguarding referrals relating to the Service by the Common Commissioning Unit	Chelé Zandra Howard	As required	Monitoring report
Analysis of Provider monitoring data by the Common Commissioning Unit	Chelé Zandra Howard	Annually	Monitoring report
Provider to implement monitoring systems	Provider	Before service commences	Monitoring reports
Process to include questions regarding equalities legislation	Chelé Zandra Howard	In line with procurement timeline	Procurement questions to include relevant questions

12. Sign off

	Name	Position	Signature	Date
Completed by	Chelé Zandra Howard	PO Commissioning		28/07/22
Signed off by	Angela Thomas	Head of Service	A.Thomas	28/07/22

This page is intentionally left blank



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

**NEATH PORT TALBOT COUNCIL
NEATH PORT TALBOT SOCIAL SERVICES, HOUSING AND
COMMUNITY SAFETY CABINET BOARD**

10th November 2022

**Joint Report of the Head of Adult Services – A. Thomas and
Head of Children and Young People Services – K. Warren**

Matter for Decision

Wards Affected: All Wards

**PROCUREMENT OF A SPECIALIST DOMICILIARY CARE
FRAMEWORK**

Purpose of the Report

To obtain Member approval to undertake the process to establish a Framework of domiciliary care providers ("Framework") who are able to appropriately deliver specialist domiciliary care and to use this Framework to purchase individual packages of specialist domiciliary care.

Executive Summary

This report sets out a proposal to establish a Framework for the provision of specialist domiciliary care services for adults and children with a range of specialist needs. The intention is for Neath Port Talbot Council ("the Council") and Swansea Bay University Health Board ("SB UHB") to use this Framework, where appropriate, to purchase new services.

The Council's current arrangements have been in place for a number of years and these existing arrangements are no longer sufficient to

meet our future requirements. Undertaking a procurement process also provides an opportunity for the Council to review and strengthen our current arrangements in order to further promote the delivery of high quality and value for money services.

Background

Presently the number of adults with complex needs receiving specialist domiciliary care in their own home is relatively low, with only 40 people in receipt of such services as at May 2022. The number of children and young people receiving specialist domiciliary care in their family home is also low, with only 25 individuals receiving this service in the 2021-2022 financial year.

In early 2022, the Council undertook a market stability assessment on the domiciliary care market and it identified that there was insufficient provision of specialist domiciliary care to meet future demands. This is because it is anticipated that there will be an increased demand for specialist domiciliary care in the future and because there have been challenges in attaining sufficient domiciliary care to meet current need. This assessment also identified that the current arrangements were insufficient, as we rely on a small number of providers whose capacity is currently saturated.

Historically, there has been an incremental approach to the commissioning of specialist domiciliary care with these placements being purchased when needed by the social work teams from a small range of providers. There is now an opportunity to take stock of our current commissioning arrangements and take forward a more strategic approach to how we commission these services. This will be achieved through the establishment of a Framework and by putting in place a process for all future placements to be coordinated by the Brokerage Team, which sits within the Common Commissioning Unit (CCU).

Our current contractual arrangements have been in place for a number of years and there is a need to review these contracts and the associated documentation, such as quality standards. This will help us

to strengthen quality, ensure contracts reflect best practice and legislation, as well as setting out clear expectations on both parties.

It is therefore proposed that the Council establish a Framework of experienced providers who are able to deliver high quality and sustainable services to meet current and future demand. In order for a provider to be successful in obtaining a place on the Framework, the Council will assess the providers experience and quality as part of the Framework tender process. All providers that are able to meet the Council's experience and quality expectations will be awarded a place on the Framework.

The length of the Framework contract will be for a period of four years with an option to extend this for up to a further four years. The Council will reserve the right to open up the Framework for new providers to bid for a place once every 12 months, if the Council determine that there is a need to attract new providers. This process will be undertaken using the same selection criteria and terms and conditions as the original Invitation to Tender.

This Framework will consist of four separate contracts, which are called "Lots", these different Lots will be:

- Lot 1 – Provision of domiciliary care to adults with needs relating to their learning disability and/or mental ill health.
- Lot 2 – Provision of care to adults with complex needs relating to their learning disability and/or mental ill health.
- Lot 3 – Provision of specialist domiciliary care to children and young people in their family home.
- Lot 4 – Provision of specialist domiciliary care to adults in order to support respite arrangements for their unpaid carers.

When required, the Council will purchase new specialist domiciliary

care services, which is known as a “call off”, from this Framework. As noted previously this call off will be overseen by the Brokerage Team.

The evaluation for each call off will include an assessment of the bidder’s quality and cost, with the bidder demonstrating the most economical advantageous tender winning the call off and awarded the individual service agreement for the delivery of specialist domiciliary care.

The Framework does not guarantee that the Council or SB UHB will use any of the providers for the provision of services. Instead it will guarantee that all providers on the Framework are able to apply to deliver services that the Council or SB UHB wish to purchase through the Framework. The Council and SB UHB will have the right to not use a Framework and purchase these services through other means.

Existing providers that are awarded a place on the Framework, will have their current contracts for specialist domiciliary care services superseded by the new Framework contract.

The Council will host the Framework and both the Council and SB UHB will have an ability to use this Framework as required to commission individual services through the call off process.

In light of the Council hosting the Framework, there will be a need for the Council to enter into an arrangement with SB UHB in regards to the obligations and governance of hosting the Framework. SB UHB will retain responsibility using the Framework to call off individual packages of care and for putting in place individual service agreements, they will also retain full responsibility for the placements they make, including payment of fees.

Under the Public Contract Regulations 2015 the Council is obliged to act in an open fair and transparent manner, ensuring that contract opportunities for social care and health services in excess of £615,278 is advertised to reach a wide market in order to encourage as much

competition as is possible. The value of these services mean that they are caught by the aforementioned procurement rules.

Financial Impacts

The projected cost of specialist domiciliary care for adults in 2022/23 is £357,000 for people with a learning disability and £147,000 for people with mental ill health.

The net budget for domiciliary care for children and young people in 2021/22 was £341,000.

Based on the available figures the anticipated value of the Framework over the four year period and the four year extension period will be £6,760,000.

The procurement process will ensure that the Council contracts with providers that are able to offer best value for money, taking into account both the quality and cost of the bidder's submissions. All new placements made through the Framework will be in line with the available directorate budget.

Integrated Impact Assessment

A first stage impact assessment has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016). The first stage impact assessment has indicated that a more in-depth assessment was required.

An overview of the Integrated Impact Assessment has been included below in summary form only and it is essential that Members read the Integrated Impact Assessment, which is attached to the report at Appendix 1, for the purposes of the meeting.

- Overall this proposal will have a positive impact and processes are in place to monitor the impact for any unintended consequences and to mitigate any potential negative impacts.

- The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.

Valleys Communities Impacts

It is recognised that there are challenges in commissioning domiciliary care within some Valley communities. It is expected that this Framework will increase capacity and therefore have a positive impact on Valley communities by expanding the availability of services.

Having all placements overseen by the Brokerage Team will enable the collection of data to identify any particular areas, including the Valley communities, where there is insufficient capacity to meet demand. Through an analysis of this data, the CCU will be better placed to strategically plan responses in order to resolve challenges in accessing care.

Workforce Impacts

No impact on the Council workforce.

Legal Impacts

The Light Touch Regime (LTR) under the Public Contract Regulations 2015 (PCR) is applicable to the procurement of social services, which include domiciliary care services. It is anticipated that the contract value will exceed the threshold of £663,540 (inclusive of VAT) for the LTR.

The rules of procedure governing the LTR are set out in Regulations 74 to 76 of the PCR. Other parts of the PCR are also relevant to such procurement. In addition the Council must comply with its own Contract Procedure Rules which apply to the letting of contracts. Under the LTR, the Council has considerable flexibility in setting up the Framework, although it is still obliged to act in an open fair and transparent manner, ensuring that contract opportunities for such social care services are

advertised to reach a wide market in order to encourage competition and to ensure equal treatment of all bidders.

As such, the Council is required to undertake a competitive procurement exercise for the Framework. It is noted that there is the intention for SBU HB to utilise the Framework, and this is permissible so long as it is clearly identified by the call for competition as being a permitted to use the Framework. Contract terms will be drafted to govern the terms of the Framework and the call-off terms between the Council and appointed providers in relation to the provision of the services.

Risk Management Impacts

Risks with not undertaking proposal

- If the Council did not undertake a procurement exercise there would be a risk that the Council could be challenged by way of Judicial Review regarding the decision to award contracts for the provision of specialist domiciliary care.
- Without undertaking a procurement process, it will be difficult to demonstrate that the Council obtains value for money and the required level of quality and performance in all areas it has a duty over and that processes are conducted with openness, probity and accountability.

Risks with undertaking proposal

- Existing providers may not obtain a place on the new Framework, however these providers will be able to continue the delivery services to people that are currently in receipt of a package of care as long as it can be evidenced that the provider can deliver safe care to an acceptable standard. As such, people that currently receive a service are unlikely to experience any changes to their current arrangements since all current providers have been required to evidence that they deliver quality care.

Consultation

There is no requirement for external consultation on this item.

As part of the procurement process, Officers will engage with people that are, or have, used the services in order to inform the commissioning exercise.

There will also be a Market Engagement Event so that potential providers may be advised of the exercise in relation to the establishment of the Framework. The purpose of the event would be to help potential provider's further inform the model and aspects of the process, so it has the best chance for success.

Recommendations

Having had due regard to the integrated impact assessment it is recommended that Members approve:

- a. Officers to undertake any necessary consultation as part of the commissioning process.
- b. The undertaking of a procurement exercise by Officers in order to establish a multi-supplier Framework for the provision of specialist domiciliary care, which can be used by the Council and SB UHB.
- c. Following the procurement process, for the Head Adult Services and Head of Children and Young People Services to be granted delegated authority to enter into a Framework agreement with the bidder(s) evaluated as offering the most economically advantageous tender (taking into account the quality and cost of the bids), for the provision of specialist domiciliary care. This agreement being for a period of four years with an option to extend for up to a further four years.
- d. Once the Framework has been established, for the Head of Adult Services and the Head of Children and Young People Services to be given delegated authority to use this Framework, where appropriate, to purchase specialist

domiciliary care services and enter into individual service agreements.

- e. For Head Adult Services and Head of Children and Young People Services to be given delegated authority to enter into an arrangement with SB UHB to in order for the Council to host the Framework.

Reasons for Proposed Decision

Undertaking a procurement exercise for the delivery of specialist domiciliary care will ensure that the Council is legally compliant when purchasing these services. In addition, the establishment of this Framework will ensure that the Council is best placed to continue meeting the needs and demands of those that require these services.

Implementation of Decision

The decision is proposed for implementation after the three day call in period.

Appendices

Appendix 1: Integrated Impact Assessment

List of Background Papers

None.

Officer Contact

Angela Thomas, Head of Adult Services Phone: 01639 683328
Email: a.j.thomas@npt.gov.uk

Keri Warren, Head of Children and Young People Services
Phone: 01639 763328 Email: k.warren@npt.gov.uk

Chelé Zandra Howard, Principle Officer for Commissioning
Phone: 01639 685221 Email: c.howard@npt.gov.uk

This page is intentionally left blank

Integrated Impact Assessment (IIA)

This Integrated Impact Assessment considers the duties and requirements of the following legislation in order to inform and ensure effective decision making and compliance:

- Equality Act 2010
- Welsh Language Standards (No.1) Regulations 2015
- Well-being of Future Generations (Wales) Act 2015
- Environment (Wales) Act 2016

Version Control

Version	Author	Job title	Date
Version 1	Chelé Zandra Howard	PO Commissioning	01.08.22

1. Details of the initiative

	Title of the Initiative: Procurement of a Specialist Domiciliary Care Framework
1a	Service Area: Adult Services
1b	Directorate: Social Services, Housing And Community Safety
1c	Summary of the initiative: To establish a Framework for the provision of specialist domiciliary care services for adults and children with a range of specialist needs. <ul style="list-style-type: none">• Lot 1 – Provision of domiciliary care to adults with needs relating to their learning disability and/or mental ill health.• Lot 2 – Provision of care to adults with complex needs relating to their learning disability and/or mental ill health.• Lot 3 – Provision of specialist domiciliary care to children and young people in their family home.• Lot 4 – Provision of specialist domiciliary care to adults in order to support respite arrangements for their unpaid carers. <p>The intention is for Neath Port Talbot County Borough Council ("the Council") and Swansea Bay University Health Board ("SB UHB") to use this Framework, where appropriate, to purchase new services.</p>

1d	Is this a 'strategic decision'? Yes
1e	Who will be directly affected by this initiative? People that require these services in the future.
1f	When and how were people consulted? People who require these services will be engaged with as part of the procurement process.
1g	What were the outcomes of the consultation? People who require these services will be able to inform the procurement process.

2. Evidence

What evidence was used in assessing the initiative?

Presently the number of adults with complex needs receiving specialist domiciliary care in their own home is relatively low, with only 40 people in receipt of such services as at May 2022. The number of children and young people receiving specialist domiciliary care in their family home is also low, with only 25 individuals receiving this service in the 2021-2022 financial year. There is insufficient data regarding these people to gain any meaningful information that will inform this Impact Assessment, one of the benefits of undertaking the proposal to establish frameworks and coordinate placement activity through the Common Commissioning Unit (CCU), is that the Council will be better placed in terms of data collection .

Information to assess this proposal has come from:

Care assessment and plans

Western Bay Population Needs Assessment <http://www.westernbaypopulationassessment.org/en/learning/>

Summary Statistics for South West Wales Region <https://gov.wales/sites/default/files/statistics-and-research/2020-05/summary-statistics-south-west-wales-region-2020-958.pdf>

Stats Wales <https://statswales.gov.wales/Catalogue/Population-and-Migration/Population/Estimates/Local-Authority/populationestimates-by-localauthority-year> and <https://statswales.wales.gov.uk/Catalogue/Equality-and-Diversity/Sexual-Identity/SexualIdentity-by-Area-IdentityStatus>

ONS data from 2011 <https://www.ons.gov.uk/census>

NPT CBC Adults Plan <https://www.npt.gov.uk/media/14700/plan-for-adult-social-care-2019-2022.pdf?v=20210914151908>

NPT CBC Children and Young People Services Plan <https://www.npt.gov.uk/media/16040/cyps-plan-2019-22.pdf?v=20210810131153>

2011 Census information (2021 information not yet published in full) <https://www.nomisweb.co.uk/>

2021 Census information <https://www.ons.gov.uk/releases/initialfindingsfromthe2021censusinenglandandwales>

National Social Care Data for Wales <https://www.socialcaredata.wales/>

Welsh Government Statistics <https://gov.wales/sexual-orientation-2019>

NPT CBC Market Stability Report (to be published)

3. Equalities

a) How does the initiative impact on people who share a **protected characteristic**?

Protected Characteristic	+	-	+/-	Why will it have this impact?
Age	x			The services to be commissioned will be delivered to people across the spectrum of ages, who have an eligible assessed care and support need for the service. The care will be person centred based on the persons care plan and as such will be responsive to any requirements that a person has by virtue of their age.

			<p>A person's eligibility to receive a service is not based on their age and the establishment of a framework will not impact on the established eligibility criteria for domiciliary care.</p> <p>All the people identified for the services will have agreed to receive this service and will be involved the development of their individual care and support plan. The care and support plan will identify any specific needs, including those relating to any protected characteristics that the person may have, which will ensure that there is equality of outcomes.</p> <p>Providers of domiciliary care develop a service delivery plan in conjunction with the person requiring the service. This plan is person centred and will take into account any specific requirements resulting from a persons protected characteristic to ensure that there is equality of outcomes</p> <p>The services will have a positive impact as it delivers specialist support in line with a persons identified needs and preferred outcomes, so that they are able to continue living independently in their own homes. This aims to give equality of opportunity to people with care and support needs by reducing the need for insterutionised care models.</p> <p>The intention of this proposal is to undertake a procurement exercise to establish a framework of providers and for all placement activity to be coordinated by the brokerage team. This will be beneficial for people that will require domiciliary care services as there will be more providers to meet anticipated demands, improved contact terms, improved quality standards and better data to inform ongoing commissioning needs.</p> <p>The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.</p>
--	--	--	--

			<p>The tender process will ensure that suitably experienced providers deliver the services (i.e. experienced is delivering domiciliary care services to people with disabilities). The contract will have clauses relating to ensuring compliance with the relevant equalities legislation. In addition the procurement process includes questions regarding equalities legislation.</p> <p>The service will be monitored by the CCU (which will include receiving feedback from people who use the services and staff) and the Unit will also analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic. The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p> <p>Domiciliary Care is regulated by Care Inspectorate Wales (CIW) and inspections will take place by CIW to ensure that the Provider meets the relevant Statutory Regulations. This includes Regulations on equality and diversity.</p> <p>All staff delivering the service will receive equality and diversity training as part of their induction.</p> <p>The Provider is contractually required to implement monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts on people with a protected characteristic.</p> <p>There are contractual clauses relating to compliance with employment law.</p>
Disability	x		<p>All people that are eligible for the services will be eligible due to their disability as the services are a way of supporting people with a disability to achieve their identified outcomes.</p>

			<p>The care will be person centred based on the persons care plan and as such will be responsive to any requirements that a person has by virtue of their disability.</p> <p>All the people identified for the services will have agreed to receive this service and will be involved the development of their individual care and support plan. The care and support plan will identify any specific needs, including those relating to any protected characteristics that the person may have, which will ensure that there is equality of outcomes.</p> <p>Providers of domiciliary care develop a service delivery plan in conjunction with the person requiring the service. This plan is person centred and will take into account any specific requirements resulting from a persons protected characteristic to ensure that there is equality of outcomes</p> <p>The services will have a positive impact as it delivers specialist support in line with a persons identified needs and preferred outcomes, so that they are able to continue living independently in their own homes. This aims to give equality of opportunity to people with care and support needs by reducing the need for insterutionised care models.</p> <p>The intention of this proposal is to undertake a procurement exercise to establish a framework of providers and for all placement activity to be coordinated by the brokerage team. This will be beneficial for people that will require domiciliary care services as there will be more providers to meet anticipated demands, improved contact terms, improved quality standards and better data to inform ongoing commissioning needs.</p> <p>The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.</p>
--	--	--	--

			<p>The tender process will ensure that suitably experienced providers deliver the services (i.e. experienced is delivering domiciliary care services to people with disabilities). The contract will have clauses relating to ensuring compliance with the relevant equalities legislation. In addition the procurement process includes questions regarding equalities legislation.</p> <p>The service will be monitored by the CCU (which will include receiving feedback from people who use the services and staff) and the Unit will also analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic. The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p> <p>Domiciliary Care is regulated by CIW and inspections will take place by CIW to ensure that the Provider meets the relevant Statutory Regulations. This includes Regulations on equality and diversity.</p> <p>All staff delivering the service will receive equality and diversity training as part of their induction.</p> <p>The Provider is contractually required to implement monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts on people with a protected characteristic.</p> <p>There are contractual clauses relating to compliance with employment law.</p>
Gender reassignment	x		<p>The services to be commissioned will be delivered to people across the spectrum of gender identities, who have an eligible assessed care and support need for the service. The care will be person centred based on the persons care plan and as such will be responsive to any requirements that a person has by virtue of their gender identity.</p>

			<p>A person's eligibility to receive a service is not based on their gender identity and the establishment of a framework will not impact on the established eligibility criteria for domiciliary care.</p> <p>All the people identified for the services will have agreed to receive this service and will be involved the development of their individual care and support plan. The care and support plan will identify any specific needs, including those relating to any protected characteristics that the person may have, which will ensure that there is equality of outcomes.</p> <p>Providers of domiciliary care develop a service delivery plan in conjunction with the person requiring the service. This plan is person centred and will take into account any specific requirements resulting from a persons protected characteristic to ensure that there is equality of outcomes</p> <p>The services will have a positive impact as it delivers specialist support in line with a persons identified needs and preferred outcomes, so that they are able to continue living independently in their own homes. This aims to give equality of opportunity to people with care and support needs by reducing the need for insterutionised care models.</p> <p>The intention of this proposal is to undertake a procurement exercise to establish a framework of providers and for all placement activity to be coordinated by the brokerage team. This will be beneficial for people that will require domiciliary care services as there will be more providers to meet anticipated demands, improved contact terms, improved quality standards and better data to inform ongoing commissioning needs.</p> <p>The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.</p>
--	--	--	--

			<p>The tender process will ensure that suitably experienced providers deliver the services (i.e. experienced is delivering domiciliary care services to people with disabilities). The contract will have clauses relating to ensuring compliance with the relevant equalities legislation. In addition the procurement process includes questions regarding equalities legislation.</p> <p>The service will be monitored by the CCU (which will include receiving feedback from people who use the services and staff) and the Unit will also analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic. The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p> <p>Domiciliary Care is regulated by CIW and inspections will take place by CIW to ensure that the Provider meets the relevant Statutory Regulations. This includes Regulations on equality and diversity.</p> <p>All staff delivering the service will receive equality and diversity training as part of their induction.</p> <p>The Provider is contractually required to implement monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts on people with a protected characteristic.</p> <p>There are contractual clauses relating to compliance with employment law.</p>
Marriage & civil partnership	x		<p>The services to be commissioned will be delivered to adults that may have a protected characteristic by virtue of their marriage/civil partnership status, who have an eligible assessed care and support need for the service. The care will be person centred based on the persons care plan and as such will be responsive to any requirements that a person has by virtue of their marriage/civil partnership status.</p>

			<p>A person's eligibility to receive a service is not based on their marriage/civil partnership status and the establishment of a framework will not impact on the established eligibility criteria for domiciliary care.</p> <p>All the people identified for the services will have agreed to receive this service and will be involved the development of their individual care and support plan. The care and support plan will identify any specific needs, including those relating to any protected characteristics that the person may have, which will ensure that there is equality of outcomes.</p> <p>Providers of domiciliary care develop a service delivery plan in conjunction with the person requiring the service. This plan is person centred and will take into account any specific requirements resulting from a persons protected characteristic to ensure that there is equality of outcomes</p> <p>The services will have a positive impact as it delivers specialist support in line with a persons identified needs and preferred outcomes, so that they are able to continue living independently in their own homes. This aims to give equality of opportunity to people with care and support needs by reducing the need for insterutionised care models.</p> <p>The intention of this proposal is to undertake a procurement exercise to establish a framework of providers and for all placement activity to be coordinated by the brokerage team. This will be beneficial for people that will require domiciliary care services as there will be more providers to meet anticipated demands, improved contact terms, improved quality standards and better data to inform ongoing commissioning needs.</p> <p>The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.</p>
--	--	--	--

			<p>The tender process will ensure that suitably experienced providers deliver the services (i.e. experienced is delivering domiciliary care services to people with disabilities). The contract will have clauses relating to ensuring compliance with the relevant equalities legislation. In addition the procurement process includes questions regarding equalities legislation.</p> <p>The service will be monitored by the CCU (which will include receiving feedback from people who use the services and staff) and the Unit will also analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic. The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p> <p>Domiciliary Care is regulated by CIW and inspections will take place by CIW to ensure that the Provider meets the relevant Statutory Regulations. This includes Regulations on equality and diversity.</p> <p>All staff delivering the service will receive equality and diversity training as part of their induction.</p> <p>The Provider is contractually required to implement monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts on people with a protected characteristic.</p> <p>There are contractual clauses relating to compliance with employment law.</p>
Pregnancy and maternity	x		<p>The services to be commissioned will be delivered to adults that may have a protected characteristic by virtue of their pregnancy/maternity status, who have an eligible assessed care and support need for the service. The care will be person centred based on the persons care plan and as such will be responsive to any requirements that a person has by virtue of their pregnancy/maternity status.</p>

			<p>A person's eligibility to receive a service is not based on their pregnancy/maternity status and the establishment of a framework will not impact on the established eligibility criteria for domiciliary care.</p> <p>All the people identified for the services will have agreed to receive this service and will be involved the development of their individual care and support plan. The care and support plan will identify any specific needs, including those relating to any protected characteristics that the person may have, which will ensure that there is equality of outcomes.</p> <p>Providers of domiciliary care develop a service delivery plan in conjunction with the person requiring the service. This plan is person centred and will take into account any specific requirements resulting from a persons protected characteristic to ensure that there is equality of outcomes</p> <p>The services will have a positive impact as it delivers specialist support in line with a persons identified needs and preferred outcomes, so that they are able to continue living independently in their own homes. This aims to give equality of opportunity to people with care and support needs by reducing the need for insterutionised care models.</p> <p>The intention of this proposal is to undertake a procurement exercise to establish a framework of providers and for all placement activity to be coordinated by the brokerage team. This will be beneficial for people that will require domiciliary care services as there will be more providers to meet anticipated demands, improved contact terms, improved quality standards and better data to inform ongoing commissioning needs.</p> <p>The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.</p>
--	--	--	---

			<p>The tender process will ensure that suitably experienced providers deliver the services (i.e. experienced is delivering domiciliary care services to people with disabilities). The contract will have clauses relating to ensuring compliance with the relevant equalities legislation. In addition the procurement process includes questions regarding equalities legislation.</p> <p>The service will be monitored by the CCU (which will include receiving feedback from people who use the services and staff) and the Unit will also analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic. The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p> <p>Domiciliary Care is regulated by CIW and inspections will take place by CIW to ensure that the Provider meets the relevant Statutory Regulations. This includes Regulations on equality and diversity.</p> <p>All staff delivering the service will receive equality and diversity training as part of their induction.</p> <p>The Provider is contractually required to implement monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts on people with a protected characteristic</p> <p>There are contractual clauses relating to compliance with employment law.</p>
Race	x		<p>The services to be commissioned will be delivered to people that may have a protected characteristic by virtue of their racial identity, who have an eligible assessed care and support need for the service. The care will be person centred based on the persons care plan and as such will be responsive to any requirements that a person has by virtue of their racial identity.</p>

			<p>A person's eligibility to receive a service is not based on their racial identity partnership status and the establishment of a framework will not impact on the established eligibility criteria for domiciliary care.</p> <p>All the people identified for the services will have agreed to receive this service and will be involved the development of their individual care and support plan. The care and support plan will identify any specific needs, including those relating to any protected characteristics that the person may have, which will ensure that there is equality of outcomes.</p> <p>Providers of domiciliary care develop a service delivery plan in conjunction with the person requiring the service. This plan is person centred and will take into account any specific requirements resulting from a persons protected characteristic to ensure that there is equality of outcomes</p> <p>The services will have a positive impact as it delivers specialist support in line with a persons identified needs and preferred outcomes, so that they are able to continue living independently in their own homes. This aims to give equality of opportunity to people with care and support needs by reducing the need for insterutionised care models.</p> <p>The intention of this proposal is to undertake a procurement exercise to establish a framework of providers and for all placement activity to be coordinated by the brokerage team. This will be beneficial for people that will require domiciliary care services as there will be more providers to meet anticipated demands, improved contact terms, improved quality standards and better data to inform ongoing commissioning needs.</p> <p>The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.</p>
--	--	--	---

			<p>The tender process will ensure that suitably experienced providers deliver the services (i.e. experienced is delivering domiciliary care services to people with disabilities). The contract will have clauses relating to ensuring compliance with the relevant equalities legislation. In addition the procurement process includes questions regarding equalities legislation.</p> <p>The service will be monitored by the CCU (which will include receiving feedback from people who use the services and staff) and the Unit will also analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic. The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p> <p>Domiciliary Care is regulated by CIW and inspections will take place by CIW to ensure that the Provider meets the relevant Statutory Regulations. This includes Regulations on equality and diversity.</p> <p>All staff delivering the service will receive equality and diversity training as part of their induction.</p> <p>The Provider is contractually required to implement monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts on people with a protected characteristic.</p> <p>There are contractual clauses relating to compliance with employment law.</p>
Religion or belief	x		<p>The services to be commissioned will be delivered to a person that may have a protected characteristic by virtue of their religion or belief, who have an eligible assessed care and support need for the service. The care will be person centred based on the persons care plan and as such will be responsive to any requirements that a person has by virtue of their religion/belief.</p>

			<p>A person's eligibility to receive a service is not based on their religion/belief partnership status and the establishment of a framework will not impact on the established eligibility criteria for domiciliary care.</p> <p>All the people identified for the services will have agreed to receive this service and will be involved the development of their individual care and support plan. The care and support plan will identify any specific needs, including those relating to any protected characteristics that the person may have, which will ensure that there is equality of outcomes.</p> <p>Providers of domiciliary care develop a service delivery plan in conjunction with the person requiring the service. This plan is person centred and will take into account any specific requirements resulting from a persons protected characteristic to ensure that there is equality of outcomes</p> <p>The services will have a positive impact as it delivers specialist support in line with a persons identified needs and preferred outcomes, so that they are able to continue living independently in their own homes. This aims to give equality of opportunity to people with care and support needs by reducing the need for insterutionised care models.</p> <p>The intention of this proposal is to undertake a procurement exercise to establish a framework of providers and for all placement activity to be coordinated by the brokerage team. This will be beneficial for people that will require domiciliary care services as there will be more providers to meet anticipated demands, improved contact terms, improved quality standards and better data to inform ongoing commissioning needs.</p> <p>The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.</p>
--	--	--	---

			<p>The tender process will ensure that suitably experienced providers deliver the services (i.e. experienced is delivering domiciliary care services to people with disabilities). The contract will have clauses relating to ensuring compliance with the relevant equalities legislation. In addition the procurement process includes questions regarding equalities legislation.</p> <p>The service will be monitored by the CCU (which will include receiving feedback from people who use the services and staff) and the Unit will also analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic. The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p> <p>Domiciliary Care is regulated by CIW and inspections will take place by CIW to ensure that the Provider meets the relevant Statutory Regulations. This includes Regulations on equality and diversity.</p> <p>All staff delivering the service will receive equality and diversity training as part of their induction.</p> <p>The Provider is contractually required to implement monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts on people with a protected characteristic.</p> <p>There are contractual clauses relating to compliance with employment law.</p>
Sex	x		<p>The services to be commissioned will be delivered to people across the spectrum of sexes that may have a protected characteristic by virtue of their sex, who have an eligible assessed care and support need for the service. The care will be person centred based on the persons care plan and as such will be responsive to any requirements that a person has by virtue of their sex.</p>

			<p>A person's eligibility to receive a service is not based on their sex and the establishment of a framework will not impact on the established eligibility criteria for domiciliary care.</p> <p>All the people identified for the services will have agreed to receive this service and will be involved the development of their individual care and support plan. The care and support plan will identify any specific needs, including those relating to any protected characteristics that the person may have, which will ensure that there is equality of outcomes.</p> <p>Providers of domiciliary care develop a service delivery plan in conjunction with the person requiring the service. This plan is person centred and will take into account any specific requirements resulting from a persons protected characteristic to ensure that there is equality of outcomes</p> <p>The services will have a positive impact as it delivers specialist support in line with a persons identified needs and preferred outcomes, so that they are able to continue living independently in their own homes. This aims to give equality of opportunity to people with care and support needs by reducing the need for insterutionised care models.</p> <p>The intention of this proposal is to undertake a procurement exercise to establish a framework of providers and for all placement activity to be coordinated by the brokerage team. This will be beneficial for people that will require domiciliary care services as there will be more providers to meet anticipated demands, improved contact terms, improved quality standards and better data to inform ongoing commissioning needs.</p> <p>The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.</p>
--	--	--	--

			<p>The tender process will ensure that suitably experienced providers deliver the services (i.e. experienced is delivering domiciliary care services to people with disabilities). The contract will have clauses relating to ensuring compliance with the relevant equalities legislation. In addition the procurement process includes questions regarding equalities legislation.</p> <p>The service will be monitored by the CCU (which will include receiving feedback from people who use the services) and the Unit will also analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic. The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p> <p>Domiciliary Care is regulated by CIW and inspections will take place by CIW to ensure that the Provider meets the relevant Statutory Regulations. This includes Regulations on equality and diversity.</p> <p>All staff delivering the service will receive equality and diversity training as part of their induction.</p> <p>The Provider is contractually required to implement monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts on people with a protected characteristic.</p> <p>There are contractual clauses relating to compliance with employment law.</p>
Sexual orientation	x		<p>The services to be commissioned will be delivered to people that may have a protected characteristic by virtue of their sexual orientation, who have an eligible assessed care and support need for the service. The care will be person centred based on the persons care plan and as such will be responsive to any requirements that a person has by virtue of their sexual orientation.</p>

			<p>A person's eligibility to receive a service is not based on their sexual orientation and the establishment of a framework will not impact on the established eligibility criteria for domiciliary care.</p> <p>All the people identified for the services will have agreed to receive this service and will be involved the development of their individual care and support plan. The care and support plan will identify any specific needs, including those relating to any protected characteristics that the person may have, which will ensure that there is equality of outcomes.</p> <p>Providers of domiciliary care develop a service delivery plan in conjunction with the person requiring the service. This plan is person centred and will take into account any specific requirements resulting from a persons protected characteristic to ensure that there is equality of outcomes</p> <p>The services will have a positive impact as it delivers specialist support in line with a persons identified needs and preferred outcomes, so that they are able to continue living independently in their own homes. This aims to give equality of opportunity to people with care and support needs by reducing the need for insterutionised care models.</p> <p>The intention of this proposal is to undertake a procurement exercise to establish a framework of providers and for all placement activity to be coordinated by the brokerage team. This will be beneficial for people that will require domiciliary care services as there will be more providers to meet anticipated demands, improved contact terms, improved quality standards and better data to inform ongoing commissioning needs.</p> <p>The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.</p>
--	--	--	---

			<p>The tender process will ensure that suitably experienced providers deliver the services (i.e. experienced is delivering domiciliary care services to people with disabilities). The contract will have clauses relating to ensuring compliance with the relevant equalities legislation. In addition the procurement process includes questions regarding equalities legislation.</p> <p>The service will be monitored by the CCU (which will include receiving feedback from people who use the services and staff) and the Unit will also analyse any complaints and safeguarding referrals regarding the services to identify if there are any concerns regarding the services having a negative impact on people with a protected characteristic. The providers will also be required to implement their own monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts.</p> <p>Domiciliary Care is regulated by CIW and inspections will take place by CIW to ensure that the Provider meets the relevant Statutory Regulations. This includes Regulations on equality and diversity.</p> <p>All staff delivering the service will receive equality and diversity training as part of their induction.</p> <p>The Provider is contractually required to implement monitoring systems, which will also help to identify if any aspect of the service has led to unintended/unidentified negative impacts on people with a protected characteristic.</p> <p>There are contractual clauses relating to compliance with employment law.</p>
--	--	--	--

What action will be taken to improve positive or mitigate negative impacts?

- Monitoring of the Service by the CCU
- Analysis of any complaints and safeguarding referrals relating to the Service by the CCU
- Analysis of CIW Inspection Reports on the Service by the CCU
- Analysis of Provider monitoring data by the CCU
- Better collection of data by the CCU
- Contractual clauses around equalities
- Procurement process to include questions regarding equalities legislation.

b) How will the initiative assist or inhibit the ability to meet the **Public Sector Equality Duty**?

Public Sector Equality Duty (PSED)	+	-	+/-	Why will it have this impact?
To eliminate discrimination, harassment and victimisation				Enables people with a disability to live independently in their own homes within the community. As such, people will not be discriminated against being able to live at home due to having a disability.
To advance equality of opportunity between different groups				People with a disability will be supported to have an equal opportunity to live in their own home within their community. This advances equality of opportunity between people with a disability and people without a disability.
To foster good relations between different groups				The service will help people to remain as members of their local community. This helps to foster good relations between people with a disability and people without a disability.

What action will be taken to improve positive or mitigate negative impacts?

- Monitoring of the Service by the CCU
- Analysis of any complaints and safeguarding referrals relating to the Service by the CCU
- Analysis of CIW Inspection Reports on the Service by the CCU
- Analysis of Provider monitoring data by the CCU
- Better collection of data by the CCU
- Contractual clauses around equalities
- Procurement process to include questions regarding equalities legislation.

4. Socio Economic Duty

Impact	Details of the impact/advantage/disadvantage
Positive/Advantage	Domiciliary care helps to support people that may be more likely to have a low socio-economic status due to their disabilities to manage their health and wellbeing needs, mitigates the negative impacts of their disability on their wider lives and enables people to achieve their personal outcomes.
Negative/Disadvantage	
Neutral	There will be no change to the Council's fairer charging policy in relation to people receiving the service. The fairer charging thresholds are set by Welsh Government.

What action will be taken to reduce inequality of outcome
<ul style="list-style-type: none"> • Monitoring of the Service by the CCU • Analysis of any complaints and safeguarding referrals relating to the Service by the CCU • Analysis of CIW Inspection Reports on the Service by the CCU • Analysis of Provider monitoring data by the CCU • Better collection of data by the CCU

5. Community Cohesion/Social Exclusion/Poverty

	+	-	+/-	Why will it have this impact?
Community Cohesion	x			Enables people with care needs to live in their local communities as opposed to having to move out of their local area and into institutionalised care settings, which helps ensure cohesive communities.
Social Exclusion	x			Enables people with care needs to live in their local communities as opposed to having to move out of their local area and into institutionalised care settings, which could result in social exclusion.
Poverty			x	There will be no change to the Councils fairer charging policy in relation to receiving domiciliary care.

What action will be taken to improve positive or mitigate negative impacts?
<ul style="list-style-type: none"> • Monitoring of the Service by the CCU • Analysis of any complaints and safeguarding referrals relating to the Service by the CCU • Analysis of CIW Inspection Reports on the Service by the CCU • Analysis of Provider monitoring data by the CCU • Better collection of data by the CCU

--

6. Welsh

	+	-	+/-	Why will it have this effect?
What effect does the initiative have on: – people’s opportunities to use the Welsh language	x			The contract will obligate the provider to deliver the service in the residents chosen first language
– treating the Welsh and English languages equally	x			The contract will obligate the provider to deliver the service in the residents chosen first language

What action will be taken to improve positive or mitigate negative impacts?
<ul style="list-style-type: none"> • Monitoring of the Service by the CCU • Analysis of any complaints and safeguarding referrals relating to the Service by the CCU • Analysis of CIW Inspection Reports on the Service by the CCU • Analysis of Provider monitoring data by the CCU • Better collection of data by the CCU

7. Biodiversity

How will the initiative assist or inhibit the ability to meet the **Biodiversity Duty**?

Biodiversity Duty	+	-	+/-	Why will it have this impact?
To maintain and enhance biodiversity			x	Domiciliary care requires car travel. However, these impacts can be minimised and the impact overall is low. Furthermore, domiciliary care is an essential service that provides significant benefits to people with a disability. Providers look to minimise the amount of time staff travel between care calls through effective planning of the staff rota and Welsh Government are implementing initiatives to support a move to electric cars within domiciliary care.
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.			x	Domiciliary care requires car travel. However, these impacts can be minimised and the impact overall is low. Furthermore, domiciliary care is an essential service that provides significant benefits to people with a disability. Providers look to minimise the amount of time staff travel between care calls through effective planning of the staff rota and Welsh Government are implementing initiatives to support a move to electric cars within domiciliary care.

What action will be taken to improve positive or mitigate negative impacts?

- CCU to review provider rotas as part of monitoring to ensure that rotas are affective in minimising time and distance staff travel by car.
- Council to work with Welsh Government on implementing initiatives to support a move to electric cars within domiciliary care.

8. Well-being of Future Generations

How have the five ways of working been applied in the development of the initiative?

Ways of Working	Details
i. Long term – looking at least 10 years (and up to 25 years) ahead	The service intends to provide enabling support that helps people to maximise their long term independence. Will also help to ensure that there are sustainable services that are more reactive and responsive to individual need.
ii. Prevention – preventing problems occurring or getting worse	Will prevent deterioration of a service user’s independence that could be caused by delays in commencing a package of support. Will prevent the need for more institutionalised care such as a care home admission.
iii. Collaboration – working with other services internal or external	Involves working with providers of domiciliary care, the health board and also involves personalised working with service users in the development of their care.
iv. Involvement – involving people, ensuring they reflect the diversity of the population	Will offer a person centred approach to the delivery of care, which is flexible to a person’s individual needs. The things that are important to the people receiving a service will form the basis of the persons care and support plan as they are involved in coproducing their care plans.
v. Integration – making connections to maximise contribution to:	
Council’s well-being objectives	To improve the well-being of all adults who live in the county borough by meeting the identified social care needs of those assessed as requiring a package of domiciliary care in order to meet their identified needs and outcomes. To improve the wellbeing of children and young people by meeting the identified social care needs of those assessed as requiring a package of domiciliary care in order to meet their identified needs and outcomes.

Other public bodies objectives	Will support the reduction of delayed transfer of care from hospitals by increasing availability of care services.

9. Monitoring Arrangements

Provide information on the monitoring arrangements to:

Monitor the impact of the initiative on Equalities, Community Cohesion, the Welsh Measure, Biodiversity Duty and the Wellbeing Objectives.

- Monitoring of the Service by the CCU
- Analysis of any complaints and safeguarding referrals relating to the Service by the CCU
- Analysis of CIW Inspection Reports on the Service by the CCU
- Analysis of Provider monitoring data by the CCU
- Better collection of data by the CCU
- CCU to review provider rotas as part of monitoring to ensure that rotas are affective in minimising time and distance staff travel by car.

10. Assessment Conclusions

Please provide details of the conclusions reached in relation to each element of the assessment:

	Conclusion
Equalities	The indication is that the proposal will have a positive impact, however systems will be in place that will allow officers to check that the proposal is having its intended outcomes and not resulting in any unintended negative consequences for people with a protected characteristic.
Socio Economic Disadvantage	The indication is that the proposal will have a positive impact, however systems will be in place that will allow officers to check that the proposal is having its intended outcomes and not resulting in any unintended negative consequences for people in regards to social economic disadvantages.

Community Cohesion/ Social Exclusion/Poverty	The indication is that the proposal will have a positive impact, however systems will be in place that will allow officers to check that the proposal is having its intended outcomes and not resulting in any unintended negative consequences for people in regards to community cohesion, social exclusion and poverty.
Welsh	The indication is that the proposal will have a neutral impact, however systems will be in place that will allow officers to check that the proposal is having its intended outcomes and not resulting in any unintended negative consequences for people wishing to use the Welsh Language.
Biodiversity	Domiciliary care requires car travel. However, these impacts can be minimised and the impact overall is low. Furthermore, domiciliary care is an essential service that provides significant benefits to people with a disability. Providers look to minimise the amount of time staff travel between care calls through effective planning of the staff rota and Welsh Government are implementing initiatives to support a move to electric cars within domiciliary care.
Well-being of Future Generations	The indication is that the proposal will have a neutral impact, however systems will be in place that will allow officers to check that the proposal is having its intended outcomes and not resulting in any unintended negative consequences against the aims of the well-being of future generations.

Overall Conclusion

Please indicate the conclusion reached:

- **Continue** - as planned as no problems and all opportunities have been maximised

Please provide details of the overall conclusion reached in relation to the initiative

Overall, this proposal will have a positive impact and processes are in place to monitor the impact for any unintended consequences and to mitigate any potential negative impacts.

The proposal does not create a change that will disadvantage a particular group and does not impact on available resources that can be deployed to support people that require support for which this service may not be appropriate for.

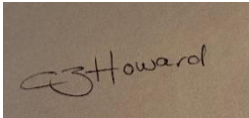
11. Actions

What actions are required in relation to obtaining further data/information, to reduce or remove negative impacts or improve positive impacts?

Action	Who will be responsible for seeing it is done?	When will it be done by?	How will we know we have achieved our objective?
Monitoring of the Service by the Common Commissioning Unit	Chelé Zandra Howard	Within first 3 months of service commencing and then annually. Additional monitoring if issues identified	Monitoring report
Analysis of any complaints and safeguarding referrals relating to the Service by the Common Commissioning Unit	Chelé Zandra Howard	As required	Monitoring report
Analysis of CIW Inspection Reports on the Service by the Common Commissioning Unit	Chelé Zandra Howard	As published by CIW	Monitoring report
Analysis of Provider monitoring data by the Common Commissioning Unit	Chelé Zandra Howard	Annually	Monitoring report
Provider to implement monitoring systems	Provider	Before service commences	Monitoring reports
All placements to be made through brokerage in order to improve data collection	Chelé Zandra Howard	On contract commencement	Established brokerage process and collection of data
Contract clauses relating to ensuring compliance with the relevant equalities legislation.	Chelé Zandra Howard	In line with procurement timeline	Contract includes required clauses

Procurement process to include questions regarding equalities legislation	Chelé Zandra Howard	In line with procurement timeline	Procurement questions to include relevant questions
Contract to obligate the provider to deliver the service in the residents chosen first language	Chelé Zandra Howard	In line with procurement timeline	Contract includes required clauses
All staff delivering the service will receive equality and diversity training.	Provider	As part of staff induction training	Training records
Common Commissioning Unit to review provider rotas to ensure that rotas are effective in minimising time and distance staff travel by car.	Chelé Zandra Howard	Annually	Monitoring reports
Common Commissioning Unit to work with Welsh Government on implementing initiatives to support a move to electric cars within domiciliary care.	Chelé Zandra Howard	On notification of initiatives	Opportunities for electric car use is maximised in line with Welsh Government initiatives

12. Sign off

	Name	Position	Signature	Date
Completed by	Chelé Zandra Howard	PO Commissioning		01.08.22
Signed off by	Angela Thomas	Head of Service	A.Thomas	01.08.22

This page is intentionally left blank



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNCIL SOCIAL SERVICES, HOUSING AND COMMUNITY SAFETY CABINET BOARD

10th November 2022

Report of the Head of Adult Services, - Angela Thomas

LEASE AGREEMENT FOR THE OCCUPATION OF RHODES AVENUE

Matter for Decision

Wards Affected: Aberavon

Purpose of Report

To seek delegated authority for the Head of Adult Services to enter into an agreement for the occupation by Adult Social Services of Council owned premises known as “Rhodes Avenue, Changing Rooms”.

Executive Summary

This report seeks Member’s approval for the Head of Adult Services to enter into an agreement for the occupation Adult Social Services of Council owned premises known as “Rhodes Avenue, Changing Rooms”.

Background

The former Rhodes Avenue, changing rooms is situated in Aberavon, the building was previously used by NSA Afan, but has remained vacant for several years.

As part of the Directorate's community development work, this property has been identified as offering an opportunity to develop a community asset.

The intention is that the site will welcome all community members, with a range of targeted activities for people with complex needs and their carers, along with employment and training opportunities in an area of high deprivation.

A task and finish group will be established to develop a range of community resources that will operate from the building, this group will include members of the community and partners. Work will be undertaken within the community to scope out and identify opportunities for a collaborative approach.

The occupation of this building offers the Local Authority the opportunity to meet several key objectives outlined in the Public Services Board Wellbeing Strategy 2018 – 2023, and Neath Port Talbot's Corporate Plan 2022 – 2027 in respect of building safe and resilient communities.

Applications for grant and capital money will be sought from several sources, to support with the refurbishment of the building. Initial enquires have already been undertaken to support this proposal, although it is recognised that further work is required.

Terms will be agreed with the Head of Property and Regeneration to occupy the premises on a full repairing and insuring basis for £8,000 per annum exclusive of rates and other outgoings. The occupation of the premises will be documented by the agreement of terms between Departments. The occupation will be reviewed on or before September 2023 if required.

Financial Impact

The cost of the lease for is £8,000 per annum exclusive of running

costs; the monies have been allocated from Adult Services core budget 2022/23 and subsequent years.

Integrated Impact Assessment

A first stage impact assessment has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016. The first stage impact assessment has indicated that a more in-depth assessment was required.

An overview of the Integrated Impact Assessment has been included below in summary form only and it is essential that Members read the Integrated Impact Assessment, which is attached to the report at Appendix 1, for the purposes of the meeting.

This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.

Valleys Communities Impacts

The building is local community asset located in Aberavon ward, however, this is part of a wider programme of community work and runs throughout the wider Neath Port Talbot area. As an example there is a piece of work currently ongoing in Cymer Afan looking at opportunities to fund community initiatives within the existing community centre, in partnership with community groups, CVS and supported by Pen y Cymoedd Wind Farm Community Fund.

Workforce Impacts

No impact on the Council's workforce as this report relates to entering into a lease.

Legal Impacts

There are no legal implications associated with this report.

Risk Management Impacts

The risk associated with failing to implement the proposed recommendations is that the benefits outlined earlier in this report will not be realised.

Other Impacts

None.

Consultation

There is no requirement for external consultation on this item.

Recommendations:

Having had due regard to the integrated impact assessment it is recommended that Members Provide the Head of Adult Services with delegated authority to enter into an agreement for the occupation by Adult Social Services of Council owned premises known as “Rhodes Avenue, Changing Rooms”.

Reasons for Proposed Decision

The reason for the proposed decision is to enable Adult Services to enter into an agreement to occupy Rhodes Avenue, Changing Rooms so that the service can provide community disability, physical recreation and a community hub.

Implementation of Decision

The decision is proposed for implementation after the three-day call in period.

Appendices

First Stage Integrated Impact Assessment – Appendix 1.

List of Background Papers

None.

Officer Contact

Sarah Waite Principal Officer Early Intervention, Prevention and
Community Support Services s.waite@npt.gov.uk

Angela Thomas Head of Adults Services a.j.thomas@npt.gov.uk

This page is intentionally left blank

Impact Assessment - First Stage

Impact Assessment - First Stage

1. Details of the initiative

Initiative description and summary: To seek delegated authority for the Head of Adult Services to enter into an agreement for the occupation by Adult Social Services of Council owned premises known as “Rhodes Avenue, Changing Rooms”.

Service Area: Adult Services

Directorate: Social Services, Health and Housing

2. Does the initiative affect:

	Yes	No
Service users	x	
Staff	x	
Wider community	x	
Internal administrative process only		x

3. Does the initiative impact on people because of their:

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.

Disability			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
Gender Reassignment			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
Marriage/Civil Partnership			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
Pregnancy/Maternity			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
Race			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
Religion/Belief			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
Sex			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.

Sexual orientation			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
--------------------	--	--	---	--	--	---

4. Does the initiative impact on:

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
People's opportunities to use the Welsh language			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
Treating the Welsh language no less favourably than English			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.

Page 99

5. Does the initiative impact on biodiversity:

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence) / How might it impact?
To maintain and enhance biodiversity			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.

To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.			x			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
--	--	--	---	--	--	---

6. Does the initiative embrace the sustainable development principle (5 ways of working):

	Yes	No	Details
Long term - how the initiative supports the long term well-being of people			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
Integration - how the initiative impacts upon our wellbeing objectives			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
Involvement - how people have been involved in developing the initiative			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
Collaboration - how we have worked with other services/organisations to find shared sustainable solutions			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.
Prevention - how the initiative will prevent problems occurring or getting worse			This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.

7. Declaration - based on above assessment (tick as appropriate):

A full impact assessment (second stage) is not required	x
Reasons for this conclusion	
<p>This report relates only to entering into a lease for the property and as such no impact is identified. A further impact assessment will be undertaken with regards to the services that will operate from this building.</p>	

A full impact assessment (second stage) is required	
Reasons for this conclusion	
<p></p>	

	Name	Position	Signature	Date
Completed by	Sarah Waite	Principal Officer		01/11/2022
Signed off by	<i>AJ Thomas</i>	Head of Service/Director		03.11.22

This page is intentionally left blank



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNCIL

SOCIAL SERVICES, HOUSING AND COMMUNITY SAFETY CABINET BOARD

10th November 2022

**Report of the Director of Social Care, Health and Housing – A.
Jarrett**

Matter for Decision

Wards Affected All wards

FEE UPLIFTS TO SUPPORT THE SUSTAINABILITY OF OLDER PEOPLE CARE HOME SERVICES IN NEATH PORT TALBOT

Purpose of the Report

For the Director of Social Services, Health and Housing to receive delegated authority to implement a £30 per person, per week uplift to the fees paid to providers contracted by Neath Port Talbot Council (“the Council”) for the delivery of spot purchased Older People Care Home services.

Executive Summary

The Older People Care Home market is currently experiencing unprecedented challenges in delivering services within the current fee levels agreed by the Council for spot purchased placements. The current instability of the social care market presents a significant risk to the Council’s ability to purchase suitable statutory services to meet peoples assessed needs.

In order to increase sustainability within Older People Care Home services, it is proposed that the Council implements a £30 per person, per week uplift for the 2022/23 financial year, backdated to April 1st 2022.

Background

The Council currently has contracts in place with 20 Older People Care Homes within the Neath Port Talbot area to spot purchase placements for people that are assessed as requiring a Care Home placement. Spot purchase means that there is no obligation on either the Council to make a placement, or for the Care Home to offer a placement to the Council. These contracts are separate to the contract with Pobl to block purchase 155 Care Home beds, in which the Council and Pobl have obligations to both fund and provide a set number of Care Home placements.

As at 04.10.22, the Council commission 288 placements in Older People Care Homes that are registered with Care Inspectorate Wales (“CIW”) to deliver both residential and nursing care. The Council also commissions 140 placements in Older People Care Homes that are registered with CIW to deliver only residential care.

The Older People Care Home market continues to face ongoing pressures and challenges, which is negatively impacting on the Council’s ability to offer timely and sustainable services to those assessed as requiring statutory services. On the 16th September 2021 (Background Paper 2), a restricted paper was presented to Cabinet setting out the many financial challenges Older People Care Homes were likely to face post-pandemic. This report also highlighted the historically low fees paid to Older People Care Homes in Neath Port Talbot by the Council in comparison to other Welsh Local Authorities.

A further paper was taken to Cabinet on the 11th September 2022 in order to seek approval of the Neath Port Talbot Market Position Statement (Background Paper 1). This document highlights the precarious situation of the local Older People Care Home Sector and

that the financial sustainability of some Older People Care Homes is fragile.

To support the sector, an 11% uplift to the 2021/22 Older People Care Home fees was agreed for the 2022/23 financial year, the implementation of which was brought forward to 1st October 2021. The calculations for this uplift was based on enabling homes to pay their staff the Real Living Wage and the anticipated inflation increases for the 2022/23 financial year, using the Consumer Price Index (CPI).

The current fees paid to Older People Care Homes by the Council under the spot contract are:

Home Type	Fee
Residential Care	£688.20
Nursing Care	£696.60
EMI Nursing Care	£732.90

Although an 11% increase was significant, the Council still pay less for Older People Care Home placements than many other Local Authorities in Wales:

Home Type	Highest	Lowest	Average	NPT Position
Residential Care	£813.16	£632.72	£699.43	13 LAs pay higher fees than NPT, 12 of which pay over £700
Nursing Care	£902.29	£664.95	£751.18	NPT pays the 2 nd lowest fee in Wales and NPT fees are £54.58 less than the Welsh average.
EMI Nursing Care	£944.83	£732.90	£806.10	NPT pays lowest fee in Wales for EMI nursing placements and NPT fees are £73.20 less than the Welsh average.

Since agreeing the current fees, there have been significant and well documented rises in the cost of living, all of which has directly impacted on the costs of delivering Older People Care Home services. These rises present a risk to market stability, as it is not possible for the Care Homes to continue absorbing these costs within the current fee levels.

Increasing costs of delivering Older People Care Home services have resulted in many Care Homes having to make difficult decisions around the operation of their homes. Some Care Homes have needed to reduce expenditure in areas that will have an impact on the experience of residents, such as reducing activity coordinator hours and only undertaking essential maintenance. Furthermore, some Care Homes are implementing charges for non-statutory elements of their provision, for example trips and activities outside of the Care Home and the provision of additional snacks.

There has also been an increase in both the number of Older People Care Homes implementing a Third Party Top-Up and the level of this payment since last year. A Third Party Top Up is an additional payment outside of the Councils contract price for Older People Care Home placements to meet the costs of an enhanced service from the Care Home, which is not part of meeting the residents identified care needs (for example a bigger room with a nicer view) and is paid directly to the Care Home by the resident or family member. In September 2021, Officers reported that 10 Older People Care Homes implemented a Third Party Top Up, the cost of which ranged from £35-£80 per week. As of October 2022, 11 Older People Care Homes have implemented a Third Party Top Up with costs of up to £170, the average cost of a Third Party Top Up is around £65 and 5 Care Homes that had a charge in September 2021 have increased their Third Party Top Up fees by 14%-100%.

The number of Older People Care Homes with a Third Party Top Up has resulted in a reduction of choice for those people that cannot afford to pay the difference between the Council fee rate and the fee rate that their Care Home of choice charge.

A further pressure that the Council is facing when securing Older People Care Home placements, is the purchasing of transition beds by Swansea Bay University Health Board ("SB UHB"). In order to support hospital flow, SB UHB have purchased a number of Older People Care Home beds at a cost of £860-£950 per person, per week. These beds

are for patients that are medically optimised and no longer require hospital care, but are unable to return home as they are waiting for the next stage in their care journey to be finalised. There are 29 people placed in Older People Care Homes under this pathway.

Standard 10 of Welsh Government's Guidance and Good Practice Commissioning Framework "Fulfilled Lives, Supportive Communities", states that commissioners of services need to have understood the costs of delivering care and act in a way that promotes service sustainability. The Guidance also highlights that the "*fees need to be adequate to enable providers to meet the specification set by the commissioners together with regulatory requirements*".

Officers have undertaken significant work with Older People Care Homes to understand the impact of rising costs, so that they can identify what the shortfall is between the current fees paid by the Council and the costs of operating the Care Home. As well as increases in food and energy prices, Care Homes have also faced rises in areas such as insurance fees, lease agreements, maintenance and loan agreements.

It is the view of Officers that without intervention, the Older People Care Home sector could destabilise and that this destabilisation will present a significant risk to the Councils ability to continue meeting peoples statutory social care needs.

As such, it is proposed that the Council implements a £30 per person, per week uplift to the current contractual rate for services delivered by Older People Care Home providers operating in Neath Port Talbot under the spot contract. This would be backdated to 1st April 2022.

It should be noted that the recommendations within this report excludes the contract between the Council and Pobl for the block purchasing of Care Home beds and the fees paid to Older People Care Homes outside the Neath Port Talbot area. This is because there are separate contracts with different terms governing the fees for these services.

Financial Impacts

The total per annum cost of implementing a £30 per person, per week uplift for spot purchased Older People Care Home placements in Neath Port Talbot is £667,000.

Initially this will be funded from the Social Services equalisation reserves. This will be an ongoing additional cost; there is sufficient provision within the Social Services equalisation reserve to meet this additional cost in 2022/23, whilst discussions remain ongoing with Welsh Government regarding long term sustainable funding for the Social Care sector.

Integrated Impact Assessment

A first stage impact assessment has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016.

The first stage assessment, attached at Appendix 1, has indicated that a more in-depth assessment is not required. A summary is included below.

- This proposal will have a positive impact on service users that have a protected characteristic of age and/or disability by ensuring the sustainability of services they require to help them meet their identified outcomes.
- This proposal has no impact on service users due to other protected characteristics, as a person would not be in receipt of Older People Care Home services directly due to those protected characteristics. The decision to implement this uplift to services has no impact on the person centred assessment process or requirements for the service to deliver care in a person centred way, which takes into account a person's protected characteristics.

- This proposal has no impact on Welsh Language, as it does not change requirements for people to receive a service in their language of choice.
- The proposal embraces the sustainable development principles, as it will help to ensure more sustainable services that support service users that are assessed as requiring residential care.

Valleys Communities Impacts

There is no differential impact from this proposal between valley and non-valley communities, as the proposal is to implement an uplift to all Older People Care Homes within Neath Port Talbot that the Council has a contract to spot purchase placements. Appendix 2 sets out the geographical location of the 20 Care Homes in Neath Port Talbot that the Council has a spot contract with (i.e. excluding the Pobl Care Homes).

Workforce Impacts

No Impacts

Legal Impacts

The decision on fees to be offered to providers of Older People Care Homes must comply with the Council's duties under the Social Services and Well-being (Wales) Act 2014 and the Well-being of Future Generations (Wales) Act 2015 and observe Welsh Government Guidance. The decision is subject to public law requirements and is therefore subject to challenge under judicial review.

The existing contracts allow the Council to implement uplifts to the contract price.

Risk Management Impacts

Risks of not implementing the proposal

The intention of the proposal is to ensure that Older People Care Home fees are sufficient, so that they remain financially viable. There will be a significant risk to the sustainability of the Older People Care Home market if approval for the proposed uplift is not granted.

Risks associated with an unstable Older People Care Home market presents a high risk to the Council's ability to meet its statutory duties to those that are assessed as requiring an Older Persons Care Home placement.

This proposal is to help mitigate the current risks to the Council in discharging its statutory duties to people with assessed care needs, through the provision of Older People Care Home services by ensuring that Care Homes are given sufficient funding to maintain their operational viability.

There is also a risk that the Council could be deemed as non-compliant with Standard 10 of the Welsh Government's Guidance and Good Practice Commissioning Framework.

Risks with implementing the proposal

Uplifting Older People Care Home fees will have an ongoing impact on the Directorate's budget and as such will require allocation within future budget agreements.

Consultation

There is no requirement for external consultation on this item. However, significant work has been undertaken with the relevant Older People Care Home providers in the development of this proposal.

Recommendations

Having had due regard to the Integrated Impact Assessment, it is recommended that the Director of Social Services, Health and Housing is granted delegated authority to:

- Implement an uplift of £30 per person, per week to the current contract price for spot purchased Older People Care Home services within the Neath Port Talbot area for the 2022/2023 financial year;
- That this uplift is backdated to commence from 1st April 2022.

Reasons for Proposed Decision

To ensure that the fees paid to Older People Care Homes sufficiently meet the rising costs of delivering services, thereby ensuring market stability and ensuring compliance with Standard 10 of the Welsh Government's Guidance and Good Practice Commissioning Framework.

Implementation of Decision

The decision is proposed for implementation after the three day call in period.

Appendices

Appendix 1: First Stage Integrated Impact Assessment

Appendix 2: Older People Care Home Map

List of Background Papers

Background Paper 1: Neath Port Talbot Market Position Statement
11th September 2022 -

<http://modgov.npt.gov.uk/documents/s81631/Appendix%201%20NPT%20MSR.pdf>

Background Paper 2: Impact of COVID-19 on the Sustainability of
Older People Care Homes in Neath Port Talbot 16th September
(Restricted) -

<http://moderngov.npt.gov.uk/ieListDocuments.aspx?CIId=322&MIId=9998>

Officer Contact

Andrew Jarrett, Director of Social Services, Health and Housing
Phone: 01639 763356 Email: a.jarrett@npt.gov.uk

Chelé Zandra Howard, Principle Officer for Commissioning
Phone: 01639 685221 Email: c.howard@npt.gov.uk

Geoff Powell, Group Accountant
Phone: 01639 686602 Email: g.powell1@npt.gov.uk

This page is intentionally left blank

Impact Assessment - First Stage

1. Details of the initiative

<p>Initiative description and summary: Fee Uplifts to Support the Sustainability of Older People Care Home Services in Neath Port Talbot - For the Director of Social Services, Heath and Housing to receive delegated authority to implement a £30 per person, per week uplift to the fees paid to providers contracted by Neath Port Talbot County Borough Council (“the Council”), for the delivery of spot purchased Older People Care Home services.</p>
<p>Service Area: Adult Services</p>
<p>Directorate: Social Services, Housing and Community Safety</p>

2. Does the initiative affect:

	Yes	No
Service users	x	
Staff		x
Wider community		x
Internal administrative process only		x

3. Does the initiative impact on people because of their:

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age	x					The majority of people living in an Older Persons Care Home are aged over 65. This will have a positive impact on both current and future residents by ensuring that more sustainable services are delivered, in order to continue meeting their identified outcomes through the provision of Care Home services.

Disability	x					The majority of people living in an Older Persons Care Home will have a disability. This will have a positive impact on both current and future residents by ensuring that more sustainable services are delivered, in order to continue meeting their identified outcomes through the provision of Care Home services.
Gender Reassignment		x				A person would not be living in an Older Persons Care Home directly due to this protected characteristic. The decision to implement this uplift to services has no impact on the person centred assessment process or requirements for the service to deliver care in a person centred way, that takes into account a person's protected characteristics.
Marriage/Civil Partnership		x				A person would not be living in an Older Persons Care Home directly due to this protected characteristic. The decision to implement this uplift to services has no impact on the person centred assessment process or requirements for the service to deliver care in a person centred way, that takes into account a person's protected characteristics.
Pregnancy/Maternity		x				A person would not be living in an Older Persons Care Home directly due to this protected characteristic. The decision to implement this uplift to services has no impact on the person centred assessment process or requirements for the service to deliver care in a person centred way, that takes into account a person's protected characteristics.
Race		x				A person would not be living in an Older Persons Care Home directly due to this protected characteristic. The decision to implement this uplift to services has no

						impact on the person centred assessment process or requirements for the service to deliver care in a person centred way, that takes into account a person's protected characteristics.
Religion/Belief		x				A person would not be living in an Older Persons Care Home directly due to this protected characteristic. The decision to implement this uplift to services has no impact on the person centred assessment process or requirements for the service to deliver care in a person centred way, that takes into account a person's protected characteristics.
Sex	x					A person would not be living in an Older Persons Care Home directly due to this protected characteristic. The decision to implement this uplift to services has no impact on the person centred assessment process or requirements for the service to deliver care in a person centred way, that takes into account a person's protected characteristics.
Sexual orientation		x				A person would not be living in an Older Persons Care Home directly due to this protected characteristic. The decision to implement this uplift to services has no impact on the person centred assessment process or requirements for the service to deliver care in a person centred way, that takes into account a person's protected characteristics.

4. Does the initiative impact on:

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
People's opportunities to use the Welsh language		x				This proposal does not change requirements for people to receive a service in their language of choice.
Treating the Welsh language no less favourably than English		x				This proposal does not change requirements for people to receive a service in their language of choice.

5. Does the initiative impact on biodiversity:

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence) / How might it impact?
To maintain and enhance biodiversity		x				Not applicable
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.		x				Not applicable

6. Does the initiative embrace the sustainable development principle (5 ways of working):

	Yes	No	Details
Long term - how the initiative supports the long term well-being of people	x		Will support long term sustainability of statutory services, which supports people with long term social care needs.
Integration - how the initiative impacts upon our wellbeing objectives	x		Will support sustainability of statutory services, which supports people with long term social care needs, so that people are able to receive a quality service that meets their eligible assessed needs.
Involvement - how people have been involved in developing the initiative	x		The proposal has been developed by working with Older People Care Home providers in order to understand and identify their cost pressures.
Collaboration - how we have worked with other services/organisations to find shared sustainable solutions	x		Officers have worked with Older People Care Home providers to determine this proposed new fee rate.
Prevention - how the initiative will prevent problems occurring or getting worse	x		This proposal will support sustainability of statutory services, which supports people with long term social care needs, thereby preventing market failure that would have an impact on the Councils ability to secure Older People Care Home placements.

Page 117

7. Declaration - based on above assessment (tick as appropriate):

A full impact assessment (second stage) is not required	x
Reasons for this conclusion	
This proposal will have a positive impact on service users that have a protected characteristic by way of age and/or disability by ensuring the sustainability of services they require to help them meet their identified outcomes.	

This proposal has no impact on service users due to other protected characteristics, as a person would not be living in an Older Peoples Care Home directly as a result of those protected characteristics. The decision to implement this uplift to services has no impact on the person centred assessment process or requirements for the service to deliver care in a person centred way, which takes into account a person's protected characteristics.

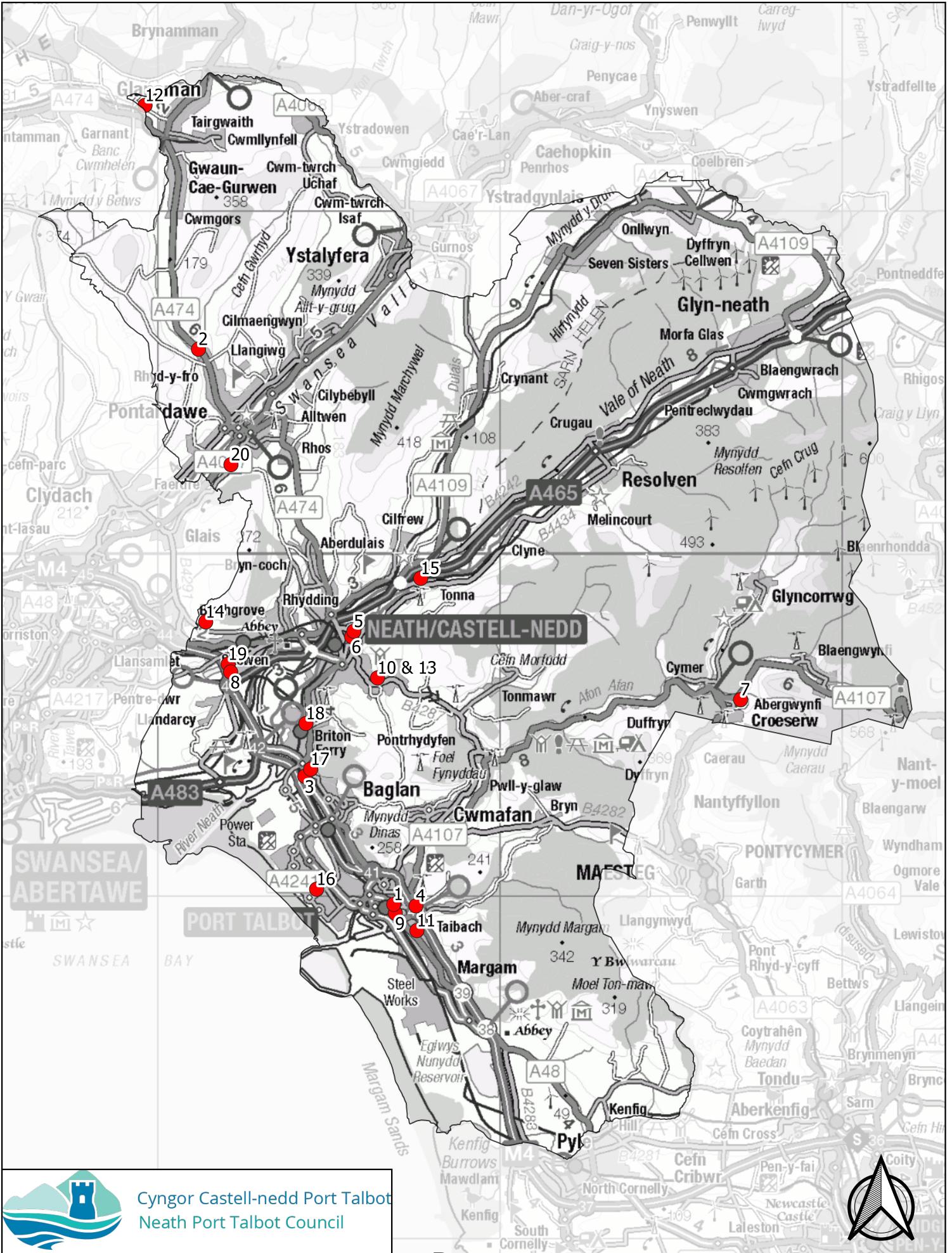
This proposal has no impact on Welsh Language as it does not change requirements for people to receive a service in their language of choice.


The proposal embraces the sustainable development principles, as it will help to ensure more sustainable services that help service users to remain safe and live fulfilling lives.

A full impact assessment (second stage) is required	
Reasons for this conclusion	

	Name	Position	Signature	Date
Completed by	Chelé Zandra Howard	PO Commissioning	C.Z.Howard	07.10.22
Signed off by	Andrew Jarrett	Director of Social Services, Health and Housing	A. Jarrett	07.10.22

Private Care Homes in NPT



 Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

This page is intentionally left blank



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Social Services, Housing and Community Safety Cabinet Board

10th November 2022

Report of the Head of Children and Young People Services
Keri Warren

Matter for Decision:

Wards Affected: All Wards

Entry into a national collaborative body for the more effective delivery of adoption and fostering functions

Purpose of the Report:

The purpose of this report is to inform the Cabinet Board of the requirement to enter into a formal collaborative body to ensure good quality delivery of adoption functions, and of the proposal that body should have similar functions in respect of fostering. Also, to seek a decision that the Council should enter into an agreement to establish a Joint Committee for the National Adoption Service and to seek delegated authority for the agreement to be signed by the head of Children and Young People Services on behalf of the Council.

Executive Summary:

Directions made and coming into effect in 2015 required all local authorities in Wales to enter into one of five specified regional collaborative bodies to ensure that effective joint arrangements are in place between local authorities in Wales for the delivery of adoption services. These directions led to the creation of Western Bay Adoption Service comprising Neath Port Talbot, Bridgend and Swansea.

The directions also required the creation of a national Governance Board, Advisory Group, and Director of Operations, to have oversight of the regional collaboratives. The national committee, of which it is proposed that the Council should be a part, is intended to fulfil that requirement and it is also proposed that those bodies should exercise similar defined functions in respect of fostering services.

Formal resolution to enter into an agreement for the national committee is required.

Background:

The Welsh Ministers exercised their powers under S.3A of the Adoption and Children Act 2002 to make the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015, which came into force on 13th March 2015. The regulations required the creation of five regional collaborative bodies with the aim of:-

- (a) the consistent delivery of high quality adoption services throughout Wales;
- (b) keeping delay to a minimum in the placement of children for adoption;
- (c) ensuring the widest choice possible of placements for adoption for children;
- (d) ensuring that high quality and timely training and assessment for prospective adopters is consistently available;

- (e) improving the process of matching children with prospective adopters;
- (f) the streamlining of adoption processes and ensuring improved liaison between social workers involved in adoption cases;
- (g) keeping adoption breakdown to a minimum by the provision of comprehensive adoption support services according to assessed need; and
- (h) collaborative working between local authorities, registered adoption societies, NHS Trusts and education services.

This part of the regulations was implemented, in so far as this Council is concerned, by the creation of the Western Bay Adoption Service.

Directions 8-14 require the creation of a Governance Board and Advisory Group, specifying the functions and membership of each, and the appointment of a Director of Operations and a Host Authority. Terms of Reference for the Governing Body and Advisory Group must be drawn up and reviewed annually. The attached Agreement (Appendix A) is the document which proposes to implement the requirements of the Directions, and also to make use of the bodies created to provide a framework for the coordination of identified fostering serve functions across Wales.

The Council's legal service has scrutinised the proposed agreement and raised a number of issues as to whether or not the structure proposed by the agreement gives effect to the obligations and arrangements required under the 2015 Directions. Concerns were expressed on:

- (a) the establishment of one combined body to perform the functions of two separate bodies, one of which has the role of advising the other,
- (b) the expansion of the membership of the Combined Governing Board to include not only those persons or bodies specified in

the directions to be the members of the separate governing board and advisory group,

- (c) The addition of members of the combined board to provide expertise in and responsibility for fostering functions, which raises issues as to the right of such additional members to contribute to and vote upon decisions on adoption matters.

The response to the raising of these questions has been that the Welsh Government has been fully consulted upon the proposals and is content with them, and that all other local authorities in Wales are prepared to accept the agreement as drafted.

Upon this basis, and despite the above reservations, it is proposed that the Council should enter into the agreement.

Financial Impacts:

The proposed agreement requires all local authorities in Wales to apply the central National Adoption Services budget to fund the associated costs of the national committee.

In the unlikely event that there should be a financial shortfall, the proposed agreement requires all local authorities to contribute additional funding. The proposed agreement contains financial procedures on how each local authority's contribution will be calculated. Should this unlikely event materialise, additional costs to the Council will be sourced from the Children and Young Peoples base budget.

Integrated Impact Assessment:

A first stage impact assessment is not required as this relates to governance arrangements alone.

Valleys Communities Impacts:

No implications.

Workforce Impacts:

No implications.

Legal Impacts:

Directions made and coming into effect in 2015 required all local authorities in Wales to enter into one of five specified regional collaborative bodies to ensure that effective joint arrangements are in place between local authorities in Wales for the delivery of adoption services. These directions led to the creation of Western Bay Adoption Service comprising Neath Port Talbot, Bridgend and Swansea.

The directions also required the creation of a national Governance Board, Advisory Group, and Director of Operations, to have oversight of the regional collaboratives. The national committee, of which it is proposed that the Council should be a part, is intended to fulfil that requirement and it is also proposed that those bodies should exercise similar defined functions in respect of fostering services.

Risk Management Impacts:

There are no identified risks associated with entry into this agreement. Failing to enter into the agreement would place the Council at risk of failing to comply with its obligations under the 2015 Directions

Consultation:

There is no requirement for external consultation on this item

Recommendations:

It is recommended that delegated authority be granted to the Head of Children and Young People Services to sign the Agreement for the

establishment of a Joint Committee for the National Adoption Service on behalf of Neath Port Talbot County Borough Council

Reasons for Proposed Decision:

This decision is required to fulfil the Council's responsibilities under the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015

Implementation of Decision:

The decision is for immediate implementation in consultation with the relevant scrutiny chairperson.

Appendices:

Appendix 1: Agreement for the establishment of a Joint Committee for the National Adoption Service

List of Background Papers:

None

Officer Contact:

Victoria Smith Principal Officer – v.smith@npt.gov.uk

DATED

2022

- (1) BLAENAU GWENT COUNTY BOROUGH COUNCIL
 - (2) BRIDGEND COUNTY BOROUGH COUNCIL
 - (3) CAERPHILLY COUNTY BOROUGH COUNCIL
 - (4) THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF
 - (5) CARMARTHENSHIRE COUNTY COUNCIL
 - (6) CEREDIGION COUNTY COUNCIL
 - (7) CONWY COUNTY BOROUGH COUNCIL
 - (8) DENBIGHSHIRE COUNTY COUNCIL
 - (9) FLINTSHIRE COUNTY COUNCIL
 - (10) GWYNEDD COUNTY COUNCIL
 - (11) ISLE OF ANGLESEY COUNTY COUNCIL
 - (12) MERTHYR TYDFIL COUNTY BOROUGH COUNCIL
 - (13) MONMOUTHSHIRE COUNTY COUNCIL
 - (14) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
 - (15) NEWPORT CITY COUNCIL
 - (16) PEMBROKESHIRE COUNTY COUNCIL
 - (17) POWYS COUNTY COUNCIL
 - (18) RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL
 - (19) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA
 - (20) TORFAEN COUNTY BOROUGH COUNCIL
 - (21) VALE OF GLAMORGAN COUNCIL
 - (22) WREXHAM COUNTY BOROUGH COUNCIL
- and
- (23) THE WELSH LOCAL GOVERNMENT ASSOCIATION

AGREEMENT FOR THE ESTABLISHMENT OF A JOINT COMMITTEE FOR THE
NATIONAL ADOPTION SERVICE

Geldards
law firm

CONTENTS

1.	Interpretation	3
2.	Aims of Joint Discharge of Functions	8
3.	Establishment of a Joint Committee	10
4.	Establishment of Combined Governance Board and other Advisory Groups	11
5.	Arrangements for the Discharge of Functions	12
6.	Governance	13
7.	Appointment of Host Council	13
8.	Responsibilities of the Host Council	13
9.	Expenses of Joint Committee Members	14
10.	Monitoring Officer	14
11.	Reviews	15
12.	Audit	15
13.	Costs of Discharge of Functions	15
14.	Costs of the Joint Committee	167
15.	Liabilities Under This Agreement	17
16.	Duration of This Agreement	17
17.	Variation of this Agreement	18
18.	Withdrawal from the Joint Committee on Notice	18
19.	Termination of this Agreement for Cause	189
20.	Termination of the Agreement by Agreement	19
21.	Termination – Consequential Matters	1920
22.	Dispute Resolution	20
23.	Notices	201
24.	Information and Confidentiality	21
25.	Data Protection	21
26.	Freedom of Information	22
27.	Intellectual Property	24

28.	Language	256
29.	Severability	266
30.	Relationship of Parties	26
31.	Third Party Rights	26
32.	Entire Agreement	26
33.	Law of Agreement or Jurisdiction	26
34.	Discretion of the Councils	267
	Schedule 1 Constitution of the Joint Committee	28
	Schedule 2 Terms of Reference of the Corporate Governance Board	31
	Schedule 3 Notice Provisions	314
	Schedule 4 Financial Memorandum	34
	Schedule 5 Specified Functions and Services	37
	Schedule 6 Terms of Reference for the Lead Head of Childrens Services Group	43
	Schedule 7 Functions Delegated to the Director of Operations	45

BETWEEN:

- (1) Blaenau Gwent County Borough Council of Municipal Offices, Civic Centre Ebbw Vale NP23 6XB ("Council")
- (2) Bridgend County Borough Council of Civic Offices, Angel Street, Bridgend CF31 4WB ("Council")
- (3) Caerphilly County Borough Council of Ty Penallta, Tredomen Park, Ystrad Mynach Hengoed CF82 7PG ("Council")
- (4) The County Council of the City and County of Cardiff of County Hall, Atlantic Wharf, Cardiff CF10 4UW ("Council")
- (5) Carmarthenshire County Council of County Hall, Carmarthen, Carmarthenshire SA31 1JP ("Council")
- (6) Ceredigion County Council of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion SA46 OPA ("Council")
- (7) Conwy County Borough Council of Bodlondeb, Bangor Road, Conwy LL32 8DU ("Council")
- (8) Denbighshire County Council of County Hall, Wynnstay Road, Ruthin LL15 1YN ("Council")
- (9) Flintshire County Council of County Hall, Mold CH7 6NB ("Council")
- (10) Gwynedd Council of Council Offices, Shirehall Street, Caernarfon LL55 1SH ("Council")
- (11) Isle of Anglesey County Council of Council Offices, Llangefni, LL77 7TW ("Council")
- (12) Merthyr Tydfil County Borough Council of Civic Centre, Merthyr Tydfil CF47 8AN ("Council")
- (13) Monmouthshire County Council of PO Box 106, Caldicot NP26 9AN ("Council")
- (14) Neath Port Talbot County Borough Council of Port Talbot Civic Centre, Port Talbot SA13 1PJ ("Council")
- (15) Newport City Council of Civic Centre, Godfrey Road, Newport NP20 4UR ("Council")
- (16) Pembrokeshire County Council of County Hall, Haverfordwest, Pembrokeshire SA61 1TP ("Council")
- (17) Powys County Council of Powys County Hall, Spa Road East, Llandrindod Wells, Powys LD1 5LG ("Council")
- (18) Rhondda Cynon Taf County Borough Council of The Pavilions, Cambrian Park, Clydach Vale, Tonypany CF40 2XX ("Council")

- (19) The Council of the City and County of Swansea of Civic Centre, Oystermouth Road, Swansea SA1 3SN ("Council")
- (20) Torfaen County Borough Council of the Civic Centre, Pontypool, Torfaen NP4 6YB ("Council")
- (21) Vale of Glamorgan Council of Civic Offices, Holton Road, Barry, Vale of Glamorgan CF63 4RU ("Council")
- (22) Wrexham County Borough Council of The Guildhall, Wrexham LL11 1AY ("Council")

(collectively referred to as "the Councils" for the purposes of this Agreement) and

- (23) Welsh Local Government Association of One Canal Parade, Dumballs Road, Cardiff CF10 5BF("WLGA"); and

WHEREAS:

- A The parties to this Agreement have agreed to enter into this Agreement in order to provide a framework for the Councils to give effect to the obligations and arrangements for the Specified Functions set out by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 ("the Directions") made by the Welsh Ministers in exercise of their powers under section 3A of the Adoption and Children Act 2002 and to document and regulate their respective rights and obligations to each other in that regard. The Agreement also provides a framework for the parties to give effect to the co-ordination of identified foster service functions across Wales.
- B The Councils have agreed to establish and to participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
- C This Agreement sets out the arrangements in relation to the manner in which the Councils will work together and use the Joint Committee to deliver the Specified and Agreed Functions.
- D The Councils have agreed that the Director of Operations shall be responsible for the day to day management of the delivery of the Specified and Agreed Functions.
- E The Councils have entered into this Agreement in reliance on the powers of Welsh local authorities under:
 - (i) sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;
 - (ii) the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;
 - (iii) the incidental powers in section 111 of the Local Government Act 1972, and

(iv) all other powers them so enabling.

F The Councils have each taken decisions compliant with the requirements of their respective constitutions to participate in the Joint Committee and enter into this Agreement.

G The Parties to the Agreement have agreed to comply with the requirements of this Agreement to enable the Director of Operations to fulfil their legal obligations.

IT IS AGREED AS FOLLOWS:

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement:

Term here	Definition here
“Agreed Functions	the functions relating to fostering to be discharged by the Joint Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers
“Assets”	any tangible assets or property acquired, leased, licensed, loaned or purchased as required by the Host Council or another Council for the administration of this Agreement;
“Business Day”	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
Combined Governance Board	the group established in accordance with clause 4 to comply with the requirements of the Directions;
“Commencement Date”	the date of this Agreement or such later date as the Councils, by resolution of each them, agree;
“Conflict of Interest Protocol”	The protocol agreed by the Combined Governance Board as required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions

	2015 for identifying and avoiding conflicts of interests;
“Constitution of the Joint Committee”	the constitution set out at Schedule 1 to this Agreement;
“Council”	each of Blaenau Gwent County Borough Council, Bridgend County Borough Council, Caerphilly County Borough Council, the County Council of the City and County of Cardiff, Carmarthenshire County Council, Ceredigion County Council, Conwy County Borough Council, Denbighshire County Council, Flintshire County Council, Gwynedd Council, Isle of Anglesey County Council, Merthyr Tydfil County Borough Council, Monmouthshire County Council, Neath Port Talbot County Borough Council, Newport City Council, Pembrokeshire County Council, Powys County Council, Rhondda Cynon Taf County Borough Council, City and County of Swansea Council, Torfaen County Borough Council, Vale of Glamorgan Council, Wrexham County Borough Council and “Councils” shall be construed accordingly;
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
“Director of Operations”	the person employed by the Host Council in compliance with the Directions with day to day responsibility for leadership, co-ordination of the service as a whole as well as delivery of national functions
“Directions”	The Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015;

“Exempt Information”	any information or class of information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation;
“Financial Memorandum”	the approach to financial and accounting matters agreed by the Councils as set out at Schedule 4 to this Agreement;
“FOI Legislation”	the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;
Foster Wales	The collaborative endeavour agreed by local government to deliver and improve certain fostering functions through national and regional leadership and enabling.
“Governance Board”	the board which the Councils are required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 to establish to provide national oversight of regional collaboration on adoption services;. Since 2019 this function is managed through the Combined Governance Board
“Host” and “Host Council”	the Council appointed as Host Council in accordance with clause 7 of this Agreement;
“IP Material”	the Intellectual Property in the Material;
“Information Request	a request for information under FOI Legislation;
“Intellectual Property Rights”	patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all

applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

“Joint Committee”

a committee of elected members from the Councils which will be responsible for ensuring and overseeing the delivery of the Specified and Agreed Functions in Accordance with the Directions and with a view to securing their more economical, efficient and effective discharge;

“Material”

all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement unless before the first use or supply the Council notifies the other Councils that the data or text supplied is not to be covered by this definition;

“National Adoption Service”

The adoption services and functions delivered collectively by the Joint Committee, the Regional Collaboratives, the Councils and partners;

“Personal Data”

Personal data as defined in the Data Protection Legislation;

“Powers”

The powers of Welsh local authorities under:

sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;

the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;

	<p>the incidental powers in section 111 of the Local Government Act 1972,</p> <p>the powers in section 1 of the Local Authorities (Goods and Services) Act 1970 and section 25 of the Local Government (Wales) Act 1994 to provide services;</p> <p>all other powers them so enabling;</p>
“Proportionate Basis”	<p>in accordance with the relevant proportion for each Council by reference to their respective percentage contribution as set out in the Financial Memorandum</p>
“Regional Collaboratives”	<p>the groupings of the Councils as set out in Schedule to the Directions for the purpose of collaboration on adoption services;</p>
“Secondment Agreement”	<p>an agreement made between the Councils for the secondment of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;</p>
“Section 151 Officer”	<p>the officer designated by a local authority as the person responsible for the proper administration of its financial affairs as required by section 151 of the Local Government Act 1972;</p>
“Hosting Agreement”	<p>an agreement made between the Councils pursuant to this Agreement relating to arrangements for the provision of specified support by the Host Council to assist the Joint Committee to discharge the Specified and Agreed Functions delegated to it pursuant to this Agreement;</p>
“Services”	<p>the Services to be provided on behalf of the Councils pursuant to the discharge of the Specified and Agreed Functions being set out at Schedule 5</p>
“Specified Functions”	<p>the functions relating to adoption to be discharged by the Joint</p>

Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers;

“Staff Transfer Agreement”

an agreement made between the Councils for the transfer of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;

- 1.2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed in accordance with the Interpretation Act 1978.
- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.5 A reference in this Agreement to any clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or schedule to this Agreement.
- 1.6 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.7 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as “*eiusdem generis*” shall not apply.
- 1.8 The schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules.
- 1.9 References to “the parties” shall be to the parties to this Agreement.

2. Aims of Joint Discharge of Functions

- 2.1 The aims of the joint discharge of the Specified Functions relating to adoption services under the provisions of this Agreement are:
 - (a) The consistent delivery of high quality adoption services throughout Wales.

- (b) Keeping delay to a minimum in the placement of children for adoption.
- (c) Ensuring the widest choice possible of placements for adoption of children.
- (d) Ensuring that high quality and timely training and assessment for prospective adopters is consistently available.
- (e) Improving the process of matching children with prospective adopters.
- (f) The streamlining of adoption processes and improved liaison between social workers involved in adoption cases.
- (g) Keeping adoption breakdown to a minimum by the provision of adoption support services according to assessed need.
- (h) Collaborative working between local authorities, registered adoption societies, NHS local health boards and NHS Trusts and education services.

2.2 The aims of the joint discharge of the Agreed Functions relating to fostering are:

- (a) To support the strategic oversight of Foster Wales.
- (b) To consider the implications at local and regional level arising from the transition to Foster Wales.
- (c) To consider the development needs of services at local, regional, and national level.
- (d) To seek and support solutions to overcome barriers and challenges.
- (e) To continue to develop and maintain collaboration across local authority fostering.
- (f) To consider reports presented, agree actions, make decisions, and monitor progress.
- (g) To consider performance reports and monitor KPIs as identified and agreed.
- (h) To make recommendations for future areas of work programme development.

2.3 The Director of Operations and a central team of staff to support the Director of Operations are employed by the Host Council to fulfil a range of functions related to leadership, management and oversight of the National Adoption Service. The functions of the Director of Operations and central team include:

- (a) Providing leadership to set the direction for the National Adoption Service including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.

- (b) Reviewing progress including analysis of performance data and service information from the regions and Registered Adoption Agencies (otherwise known as Voluntary Adoption Agencies (VAA's's).
- (c) Providing annual and mid-year reports each year for agreement by the Combined Governance Board, endorsed by the Joint Committee and submission to Welsh Ministers as well as to WLGA and the Association of Directors of Social Services Cymru where required.
- (d) Providing specific functions nationally to support and enable National Adoption Service operations (currently as below).
- (e) Establishing and maintaining a website for the National Adoption Service for Wales.
- (f) Management of the Adoption Register for Wales (under contract from Welsh Government).
- (g) Commissioning and contracting national contracts to support service delivery functions and support.
- (h) Maintaining arrangements for service user engagement across Wales.
- (i) Leadership, matrix management oversight, advice and support to regions and VAA's.
- (j) Promotion of best practice and a culture of continuous improvement throughout the National Adoption Service.
- (j) Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment.
- (k) Strategic commissioning as necessary for the discharge of functions.
- (l) Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board.
- (m) Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
- (n) Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
- (o) Strategic support and enabling functions, as agreed, for the National Fostering Framework / Foster Wales.

2.4 In addition Schedule 7 sets out a Scheme of Functions delegated to the Director of Operations to facilitate the achievement of the objectives of this Agreement.

3. Establishment of a Joint Committee

3.1 In exercise of their powers under sections 101(5) and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act

2000 and all other enabling powers the Councils hereby create a joint committee to be known as the National Adoption Joint Committee with effect from the Commencement Date.

- 3.2 The Joint Committee shall take decisions relating to the use of the National Adoption Service budget which shall be provided as a topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Specified Functions, a similar topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Agreed Functions, to meet the costs of the Host Council and the Joint Committee relating to this Agreement and shall have regard to reports and advice from the Combined Governance Board, Lead Heads of Children's Service's Meeting and Director of Operations.
- 3.3 The Joint Committee shall ensure the Scheme of Delegation set out in Schedule 7 is kept under review in accordance with paragraphs 5.2 and 5.3 of Schedule 7.
- 3.4 The Joint Committee shall operate and conduct its business in accordance with the terms of this Agreement including the Constitution set out at Schedule 1.
- 3.5 The Joint Committee shall review the terms of reference of the Joint Committee towards the end of each council term and shall make recommendations to the Councils and the WLGA for their consideration as to any amendments that the Joint Committee are required to discharge the Specified and Agreed Functions in accordance with the Directions.
- 3.6 This Agreement is without prejudice to each Council's other powers and responsibilities for its area.

4. Establishment of Combined Governance Board and other advisory groups

- 4.1 The Councils have established the Combined Governance Board. The Combined Governance Board shall act as an advisory group to the Joint Committee and shall discharge the role of the Governance Board and Advisory Group which the Councils are required by the Directions to establish for the purpose of providing national oversight of regional collaboration arrangements over adoption services.
- 4.2 The terms of reference of the Combined Governance Board shall be as set out in Schedule 2.
- 4.3 In respect of fostering services, the Councils have established the Lead Head of Children's Services Group as an advisory group to the Joint Committee. The Lead Head of Children's Services Group shall advise the Joint Committee on issues relating to Foster Wales. The terms of reference for the Lead Head of Children's Services Group shall be as set out in Schedule 6.
- 4.4 The Joint Committee may establish other advisory groups to advise the Joint Committee.

5. Arrangements for the Discharge of Functions

- 5.1 The Councils agree to use their Powers to enter into these arrangements under which the Joint Committee shall discharge on their behalf the Specified and Agreed Functions.
- 5.2 The Joint Committee shall discharge the Specified and Agreed Functions through the Host Council which shall, subject to and within the limitations and constraints of the resources allocated and paid to it pursuant to this Agreement, deliver the Services to support the delivery of the Specified and Agreed Functions. The Councils agree and acknowledge that the responsibility for discharging the Specified and Agreed Functions will none the less remain with the Joint Committee and notes the limitation of the Host Council's liability in that regard.
- 5.3 The Joint Committee may agree to bring additional functions and services within the scope of this Agreement but the Joint Committee may not agree to do so unless it has first received approval from all the Councils to discharge the additional functions and deliver the additional services. The provisions of this Agreement shall apply to any such additional functions and services.
- 5.4 The Councils here by agree the Financial Memorandum. The Councils shall have the discretion to agree variations to the Financial Memorandum at any time without varying the rest of this Agreement. For the avoidance of any doubt variation of the Financial Memorandum is subject to unanimous agreement of the Councils and is not a matter for decision by the Joint Committee.
- Each of the Councils shall contribute to the costs of the discharge of the Specified and Agreed Functions pursuant to this Agreement in accordance with the terms of the body of this Agreement and the Financial Memorandum. Subject to the overarching terms set out in this Agreement, particulars of the arrangement may be further detailed, (including for example the mechanics of payment), in any Hosting Agreement, Secondment Agreement or Staff Transfer Agreement that may be entered into by the Councils.
- 5.5 The Councils intend to enter into a Hosting Agreement with the County Council of the City and County of Cardiff for the delivery of services (subject to all Councils being satisfied as to the terms and conditions proposed) pursuant to the discharge of the Specified and Agreed Functions. The Councils may enter into further Hosting Agreements to record the detailed requirements of further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.6 The Councils may also enter into a Secondment Agreement to record the arrangements for the secondment of staff for further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.7 The Councils may also agree to enter into a Staff Transfer Agreement to record the arrangements for the transfer of staff for further individual

arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.

6. Governance

- 6.1 The Councils each undertake to ensure that they make any changes to their own constitutions as are necessary to facilitate the operation of this Agreement. Each Council shall notify the other Councils and WLGA in writing within twenty-eight days of the date of this agreement either that it has made (or is in the process of making) the necessary changes to its constitution or that no changes are considered necessary.

7. Appointment of Host Council

- 7.1 Subject to the provisions of clauses 7.2 and 7.3 the Councils agree that the Council of the City and County of Cardiff should be the Host Council for the purposes of this Agreement.

- 7.2 The Council of the City and County of Cardiff and any other Council which is appointed as Host Council may terminate its appointment as Host Council by giving not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the other Councils of its intention to terminate its appointment. Such twelve months' written notice shall end at the end of a financial year.

- 7.3 The Joint Committee may terminate the appointment of City and County of Cardiff Council or any other Council as the Host Council by giving at not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the Host Council of the Joint Committee's intention to terminate the appointment of the Host Council. Such twelve months' written notice shall end at the end of a financial year.

- 7.4 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 the Joint Committee may appoint one of the Councils as Host Council such appointment to be effective from the commencement of the financial year following the expiry of notice of termination under clause 7.2 or 7.3.

- 7.5 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 any outstanding payment due to that Council from the Joint Committee for costs incurred in the role of the Host Council and any costs it incurs upon or as a consequence of Termination shall be paid in accordance with the terms of this Agreement, including the Financial Memorandum.

- 7.6 Any dispute over the appointment or the termination of the appointment of a Council as the Host Council shall be dealt with in accordance with the dispute resolution procedure in clause 23 of this Agreement.

8. Responsibilities of the Host Council

- 8.1 (i) Subject to and within the limitations of the funding allocated and received by the Host Council, the Host Council shall provide Assets, staff and other resources as are necessary to discharge the Specified and Agreed Functions pursuant to this Agreement.

(ii) Subject to the overarching terms and principles set out in in this Agreement, in particular clause 13, the detailed provisions as to the payment of the costs of the Host Council in providing such Assets, staff and other resources shall be in accordance with a Hosting Agreement between the Councils, and the Host Council and shall be facilitated by the Welsh Local Government Association. Any such Hosting Agreement must be in a form to the satisfaction of the Host Council.

8.2 The Host Council shall employ the Director of Operations and the staff required for undertaking the national functions.

8.3 The Host Council has agreed and arranged for the Director of Operations to have the day-to-day responsibility for the management and delivery of the Services.

8.4 In carrying out its role the Host Council shall have regard to :

- (a) all applicable Laws and Regulations.
- (b) best practice.
- (c) the aims, principles and objectives of this Agreement and any applicable policies agreed by the Councils.
- (d) any relevant guidance issued or specified by the Care and Social Services Inspectorate Wales and any other relevant regulator.
- (e) the Councils duties under the Welsh Language (Wales) Measure 2011.

And shall facilitate the proper discharge of the Specified and Agreed Functions of the Councils and discretionary provision of in-scope elements of the Services.

8.4.2 The Host Council shall ensure that its health and safety policy statements together with related policies and procedures are made available to the Joint Committee on request.

8.4.3 The Host Council shall comply with any investigation by any statutory ombudsman or tribunal relating to the discharge of the Specified or Agreed Functions.

9. Expenses of Joint Committee Members

9.1 Each Council shall be responsible for meeting any expenses to which any Joint Committee Member or officer appointed by it as its representative is entitled as a result of their attendance at duly authorised meetings.

10. Monitoring Officer

10.1 The Councils agree that at the date of the Agreement the Monitoring Officer of Cardiff Council shall act as Monitoring Officer for the Joint Committee. The appointment of Cardiff Council's Monitoring Officer as Monitoring Officer to the Joint Committee shall cease at the earlier of (i) such date as Cardiff Council ceases to act as Host Council or (ii) the Councils unanimously decide to appoint the Monitoring Officer of a different Council as Monitoring Officer to the Joint Committee pursuant to clause 10.2.

- 10.2 The Councils may decide that the Monitoring Officer of a different Council shall be designated as Monitoring Officer for the Joint Committee. This shall require a unanimous decision from the Councils. Following such a decision the Host Council shall notify the officer who is currently acting as Monitoring Officer and the officer who has been designated as Monitoring Officer for the future.
- 10.3 The Councils acknowledge and agree that the Monitoring Officer will need to be provided with such resources as the Monitoring Officer considers sufficient to allow her to perform her duties and that this will be a cost of the Joint Committee.
- 10.4 For such time as the Host Council and the Monitoring Officer to the Joint Committee is being performed by the same Council then the Monitoring Officer's cost will be added to the Host Council's costs and the provisions of clause 13 of this Agreement shall apply.

11. Reviews

- 11.1 The Joint Committee shall review the discharge of the Specified and Agreed Functions at least annually alongside the Combined Governance Board reviewing service progress and performance quarterly and reporting to the Joint Committee on the results of its review.
- 11.2 The Director of Operations shall submit a quarterly report to the Combined Governance Board and an annual report to the Joint Committee, setting out details of:
- (a) The performance of the Specified and Agreed Functions.
 - (b) Income and expenditure and compliance with the Financial Memorandum.
- 11.3 The Councils and the Regional Collaboratives shall carry out a review of their discharge of the regional Specified Functions for adoption and provide the following to the Director of Operations
- (a) An annual work programme by 31 March each year
 - (b) Quarterly performance reporting
 - (c) An annual report by 31 May each containing the items detailed in the Directions.
- 11.4 The Director of Operations will use this information as the basis for reporting to the Joint Committee for adoption services.

12. Audit

- 12.1 The discharge of the Specified and Agreed Functions on behalf of the Councils and the finances relating to the discharge of the Specified or Agreed Functions shall be subject to an annual external audit by the central team of the National Adoption Service which shall be commissioned by the Host Council in accordance with the Host Council's audit processes.

13. Costs of Discharge of Functions

- 13.1 The Host Council agrees that any of the Services it provides for the discharge of the Specified and Agreed Functions shall be on a cost recovery basis. For the avoidance of any doubt such costs shall be deemed to include all costs incurred howsoever arising, including , without limitation to the generality of the foregoing;
- (i) costs of any additional employees required in order to carry out the Host Council role/provide capacity to carry out such role and all associated recruitment costs,
 - (ii) all employee related costs including on costs,pension strain, termination costs and any employee related claims,
 - (iii) fees and charges incurred (including external fees or charges for any third party services, goods or works procured) and
 - (iv) expenses, legal costs, claims, damages, insurance premiums and the like that the Host Council reasonably incurs in carrying out its role.
- 13.2 The Councils shall each year apply the central National Adoption Services budget to fund the payment of the costs of the Host Council. Any shortfall in such funding shall be paid by the Councils within 30 days of demand by the Host Council and as follows. Each Council's contribution shall be calculated by reference to their respective percentage contribution as set out in the Financial Memorandum.
- 13.3 To aid transparency and accountability the Host Council shall:
- (i) Provide the Joint committee, at its first meeting, with a report outlining its estimated costs for acting as Host Council for the financial year 2022/2023. For the avoidance of any doubt the estimated costs submitted will be for noting purposes only and the Council's will be obliged to meet the Hosts Council's actual costs as set out in this Agreement.
 - (iii) For each subsequent financial year ('Subsequent Financial Year') the Host Council shall, prior to the Subsequent Financial Year in question, present to the Joint committee a report as to its estimate costs for acting as Host Council for the Subsequent Financial Year.
 - (iii) If, in any year, the Joint Committee does not find acceptable the estimated costs for the Subsequent Financial year then the Joint Committee may terminate the appointment of the then Host Council and the provision of clause 7.3 shall be deemed to apply save that the termination date of the appointment of the then Host Council shall be the 31st March, in the financial year proceeding the Subsequent Financial Year or such latter date as all the Councils may agree.
 - (iv) As part of its financial reporting to the Joint Committee the Host Council shall from time to time present to the Joint Committee reports of the actual costs incurred in carrying out the Host Council role.
- 13.4 The Host Council in determining the level of resources it requires to carry out its role under the Agreement shall (i) act responsibly and prudently (ii) use its reasonable endeavours to put in place and maintain in place sufficient assets staff and other resource to undertake its role and (iii) wherever reasonably practicable report to the Joint Committee and/or Director of Operations for information if in any financial year its costs are likely to materially exceed the estimated costs that have previously been submitted to the Joint Committee.

14. Costs of the Joint Committee

14. The Councils shall apply the central National Adoption Services budget to fund any costs of the Joint Committee, including the Host Councils costs. Any shortfall in such funding shall be paid by the Councils. Each Council's contribution shall be calculated by reference to their respective percentage contribution as set out in the Financial Memorandum. The Welsh Local Government Association shall be responsible for the administration of the payment of costs involved in the administration of the Joint Committee.

15. Liabilities Under This Agreement

- 15.1 The Host Council shall indemnify and keep indemnified each of the other Councils to this Agreement against any losses, claims, expenses, actions, demands, costs and liability suffered by that Council to the extent arising from any wilful default or wilful breach by the Host Council of its obligations under this Agreement or its statutory duties (and "wilful" in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the Host Council or matters arising from any negligent act or omission in relation to such obligations).
- 15.2 No claim shall be made against the Host Council by the other Councils or any of them to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or wilful breach by the Host Council under clause 15.1.
- 15.3 Each of the other Councils (acting severally) shall indemnify and keep indemnified the Host Council against all losses, claims, expenses, actions, demands, costs and liabilities which the Host Council may incur by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement for that Council or arising from any wilful default or wilful breach by a Council of its obligations under this Agreement (and wilful in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of that Council or matters arising from any negligent act or omission in relation to such obligations) unless and to the extent that the same result from any wilful breach by the Host Council of any such obligations.
- 15.4 The amount to be paid to the Host Council by any of the other Councils under clause 15.3 shall be borne by each of the Councils to the extent of its responsibility, however in the event that the responsibility is a shared one between the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount to be paid shall be divided between the Councils on a Proportionate Basis.
- 15.5 In the event of a claim under this clause 15 in which it is not reasonably practicable to determine the extent of responsibility as between the Councils then the amount shall be divided amongst the Councils on a Proportionate Basis.
- 15.6 A Council which receives a claim for losses, expenses, actions, demands, costs and liabilities related to the discharge of the Specified and Agreed

Functions shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.

- 15.7 Failure to give notice in accordance with clause 15.6 shall not relieve a party of its obligations to indemnify another under this clause 15.
- 15.8 Each Council shall not be obliged to indemnify the other Councils to the extent that the insurances maintained by the other Councils at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that another Council recovers under a policy of insurance save that the Council responsible for liabilities suffered by another Council shall be responsible for (i) the deductible under any such policy of insurance (ii) any amount over the maximum amount insured under such policy of insurance and (iii) any resultant increase in future year premiums (for a maximum of 10 years) incurred by the Council who claims on its insurance.
- 15.9 The indemnities given under this Agreement are in addition to any Hosting Agreement between the Host Council and any of the other Councils.

16. Duration of this Agreement

- 16.1 This Agreement shall come into force on the Commencement Date and shall continue from year to year or until terminated in accordance with the provisions of this Agreement.

17. Variation of This Agreement

- 17.1 Any of the Councils may request a variation to this Agreement by making such a written request to the officer acting as Monitoring Officer to the Joint Committee.
- 17.2 The officer acting as Monitoring Officer to the Joint Committee shall circulate the request to each of the Councils within ten Business Days of receipt of the request for consideration and approval by the Councils.
- 17.3 If each of the Councils approve such variation, then the officer acting as Monitoring Officer to the Joint Committee shall arrange for the preparation of an appropriate Deed of Variation to this Agreement to be prepared for execution by the Councils and such change shall only take effect upon completion of that Deed and the costs associated with the preparation of such Deed of Variation shall be shared equally between the Councils. Such Deed of Variation may be executed in parts by each Council that is then a party to this Agreement.
- 17.4 If one of the Councils does not approve such variation, then the variation to this Agreement shall not occur.

18. Withdrawal from the Joint Committee on Notice

- 18.1 Any Council may withdraw from the Joint Committee in accordance with the following procedure:
- 18.2 Any Council which wishes to withdraw from the Joint Committee shall give not less than twelve months' written notice terminating at the end of a financial year to the other Councils and the officer acting as Monitoring

Officer to the Joint Committee shall consult the other Councils giving due consideration to:

- (a) Any loss of funding arising from such withdrawal and including any non-payment, clawback or repayment of such funding;
- (b) Any other loss, liability, damage, claim or expense,

which would be incurred by the Councils upon which notice has been served by reason of such withdrawal from the Joint Committee.

18.3 Any Council wishing to withdraw from the Joint Committee undertakes as a condition of such withdrawal to make, prior to withdrawal such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal as shall be determined by the other Councils pursuant to clauses above and no notice under this clause 18 shall take effect unless and until such payment has been agreed or referred to the Dispute Resolution procedure under Clause 22.

18.4 Subject to the provisions of clause 15 or unless agreed otherwise by the parties, each Council reserves the right to recover from any party to this Agreement the costs of any claims, costs, expenses, losses or liabilities of any nature or which have been caused by any act or omission of that party and which are discovered after the party's withdrawal from this Agreement.

18.5 Any Council that withdraws from the Joint Committee shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions. Any Council that withdraws from the Joint Committee shall include in its notice to the other Councils confirmation that it shall comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions

19. Termination of this Agreement for Cause

19.1 Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any other Council ("Defaulter") by the other Councils ("Non-Defaulting Councils") acting unanimously in giving sixty-five Business Days written notice to the Defaulter where the Defaulter materially breaches any of the provisions of this Agreement or in the case of a breach capable of remedy fails to remedy the same within thirty Business Days (or such other period as agreed by the Non-Defaulting Councils) of being notified of each breach in writing by the Non-Defaulting Councils and being required to remedy the same.

19.2 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

20. Termination of the Agreement by Agreement

20.1 The Councils agree that this Agreement may be determined upon terms agreed by all the Councils.

20.2 Upon termination of this Agreement the parties agree that the Joint Committee shall cease to exist and any arrangement for the discharge of

Specified and Agreed Functions which has been made pursuant to this Agreement shall cease on the expiry of the notice period specified in the relevant Hosting Agreement and the Specified and Agreed Functions shall be returned to the Councils which were responsible for them prior to this Agreement.

- 20.3 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

21. Termination – Consequential Matters

- 21.1 In the event of termination of this Agreement under Clause 20 as the case may be, any party shall supply to any other party when requested any information which the other party requires for the continuing discharge of the Specified and Agreed Functions; and
- 21.2 Any Intellectual Property Rights created under this Agreement shall be owned by the then parties in equal proportions; and
- 21.3 Each of the parties shall undertake to make such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement.
- 21.4 In the event of termination of this Agreement all Assets held by any of the Councils for the purposes of this Agreement shall be dealt with in accordance with the Financial Memorandum.
- 21.5 The Host Council shall: -
21.5.1 be reimbursed by the Councils for all costs it incurs upon or as a consequence of Termination with each Council's contribution to such costs being calculated by reference to their respective percentage contribution as set out in the Financial Memorandum and
21.5.2. transfer any relevant information it holds to the Council to which the relevant information relates.
- 21.6 It shall be the duty of the Councils to try to minimise any losses arising from the termination of this Agreement.
- 21.7 Each Council is responsible for its own compliance with the Directions and any other relevant law that applies to the Specified and Agreed Functions and shall take any action necessary to ensure that it is able to comply with its legal obligations following termination of this Agreement.

22. Dispute Resolution

- 22.1 The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks in the context of this joint working arrangement to identify a solution at the lowest operational level that is appropriate to the subject of the dispute, and which avoids legal proceedings and maintains a strong working relationship between the parties.
- 22.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 22.

- 22.3 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall be referred to the Director of Operations who shall produce and implement a plan for resolving the dispute.
- 22.4 If the plan of the Director of Operations does not resolve the dispute it may at the written request of any Council involved in the dispute, be referred by each Council to its chief executive.
- 22.4 If the Councils' chief executives do not agree a resolution of the Dispute within one month of the date of service of any such request, the Councils may agree a process to attempt to settle the Dispute by mediation or arbitration.

23. Notices

Form of Notice

- 23.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to or sent by pre-paid first class post to the recipient at the address stated in Schedule 3 (or such other address as may be notified in writing from time to time) or sent by facsimile transmission to the recipient to the facsimile number stated in Schedule 3 or sent electronically to the e-mail address stated in Schedule 3.

Service

- 23.2 Any such demand, notice or communication shall be deemed to have been duly served:
- (a) If delivered by hand, when left at the proper address for service.
 - (b) If given or made by pre-paid first-class post two Business Days after being posted;
 - (c) If sent by facsimile at the time of transmission provided that a confirmatory copy is on the same day that the facsimile is transmitted sent by pre-paid first class post in the manner provided for in clause 23.1 Provided That in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 10.00am on the next following Business Day; or
 - (d) If sent by e-mail, when it has been sent to the e-mail address stated in Schedule 4 and receipt of such e-mail has been acknowledged.

24. Information and Confidentiality

- 24.1 Without prejudice to clauses 25 and 26 the parties shall keep confidential all matters relating to this Agreement or the Intellectual Property Rights of the parties and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to the Agreement or Intellectual Property Rights of the parties.

24.2 Clause 24.1 shall not apply to:

- (a) Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement.
- (b) Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause.
- (c) Any disclosure which is required by any law (including any order or a court of competent jurisdiction) any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law.
- (d) Any disclosure of information which is already lawfully in the possession of the disclosing party prior to its disclosure by the disclosing party.
- (e) Any disclosure which is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies.
- (f) Any disclosure which is necessary to be disclosed to provide relevant information to any insurance broker in connection with obtaining any insurance required by this Agreement.
- (g) Any disclosure by a party to a department, office or agency of the Government.
- (h) Any disclosure for the purpose of the examination and certification of a party's accounts.

Where disclosure is permitted under clauses 24.2(a), 24.2(f), 24.2(g), or 24.2(h) the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

25. Data Protection

25.1 In relation to the subject matter of this agreement each party undertakes at all times to comply with the Data Protection Legislation. This clause 25 is in addition to and does not relieve remove or replace a party's obligations under the Data Protection Legislation.

25.2 Each Council:

- (a) Shall process Personal Data belonging to any other Council only on the instructions of that Council (subject to compliance with applicable law);
- (b) Shall only undertake processing of Personal Data reasonably required in connection with this Agreement.
- (c) Shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction

of or damage to Personal Data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss destruction or damage and the nature of the data to be protected having regard to the state of technological development and the cost of implementing any measures (those measures may include where appropriate pseudonymising and encrypting Personal Data ensuring confidentiality integrity availability and resilience of its systems and services ensuring (subject to the terms of any third party arrangements that may be in place) that availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (d) Shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- (e) Shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the other Councils has been obtained and the following conditions are fulfilled.
 - (i) The Council transferring the Personal Data has provided appropriate safeguards in relation to the transfer.
 - (ii) The data subject has enforceable rights and effective legal remedies.
 - (iii) The Council transferring the Personal Data complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred
- (f) Shall assist the other Councils in responding to any request from a data subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security breach notifications impact assessments and consultations with supervisory bodies.
- (g) Shall use its reasonable endeavours to procure that all relevant sub-contractors and third parties comply with this clause 25.

25.3 The Councils shall not disclose Personal Data to any third parties other than:

- (a) To employees and sub-contractors and third parties to whom such disclosure is reasonably necessary in order for the Councils to discharge the Councils' obligations in relation to this Agreement; or
- (b) To the extent required under a court order or to comply with any applicable laws

provided that any disclosure to any sub-contractor or any third parties under clause 25.3 shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this clause 25 and that the Councils shall give notice in writing to all other Councils of any disclosure of Personal Data belonging to them which they or a sub-contractor or third parties are required to make under clause 25 immediately they are aware of such a requirement.

- 25.4 Any Council may, at reasonable intervals, request a written description of the technical and organisational methods employed by any other Council and the relevant sub-contractors. Within five Business Days of such a request, the Council requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Council can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation. Each Council shall use its reasonable endeavours to ensure that the sub-contractors and any third parties also comply with such request from any other Council.
- 25.5 All Councils shall ensure that any Personal Data they obtain and provide to any other Council has been lawfully obtained and complies with the Data Protection Legislation and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the Data Protection Legislation.
- 25.6 Each Council shall provide the other Councils as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Councils may reasonably request in writing and the party asked to provide the relevant data may reasonably be able to provide in order for the other Council to comply with its obligations under this clause and the Data Protection Legislation.
- 25.7 Each Council shall take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.
- 25.8 The Councils shall continually review any existing information sharing protocols being used in relation to this Agreement to ensure they remain relevant and to identify which Personal Data needs to be processed and on what basis to ensure compliance with this clause 25.
- 25.9 Each Council shall maintain complete and accurate records to demonstrate its compliance with this clause 25.

26. Freedom of Information

- 26.1 The parties recognise that the Councils are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.
- 26.2 The Councils shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge in gathering information to respond to an Information Request.
- 26.3 Any Council shall be entitled to disclose any information relating to this Agreement and the Specified and Agreed Functions in response to an Information Request save that in respect of any Information Request which is in whole or part a request for Exempt Information.
- 26.4 The Council which receives the Information Request shall circulate the Information Request and shall discuss it with the other Councils and the Director of Operations.

- 26.5 The Council which receives the Information Request shall in good faith consider any representations raised by other Councils when deciding whether to disclose Exempt Information and
- 26.6 The Council which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council or Councils to which it relates.
- 26.7 The parties to this Agreement acknowledge and agree that any decision made by a Council which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI Legislation is solely the decision of that Council. A Council will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

27. Intellectual Property

- 27.1 Each Council will retain all Intellectual Property in its Material.
- 27.2 Each Council will grant all of the other Councils a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Councils' obligations in relation to this Agreement whether or not the Council granting the licence remains a party to this Agreement.
- 27.3 Without prejudice to clause 27.1, if more than one Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Councils), each of the Councils who contributed to the relevant IP Material will grant to all other Councils to this Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.
- 27.4 Any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement shall have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.
- 27.5 Each Council warrants that it has or will have the necessary rights to grant the licences set out in clause 27.2 and 27.3 in respect of the IP Material to be licensed.
- 27.6 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Councils (and at the expense of the Council or Councils making the request) to give full effect to the terms of this Agreement.

28. Language

- 28.1 The Joint Committee shall arrange for the Specified and Agreed Functions to be discharged in such a way that each of the Councils comply with their duties under the Welsh Language (Wales) Measure 2011

29. Severability

- 29.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to 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:

- (a) That shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
- (b) The parties shall in good faith amend 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 Agreement complies with the laws of that jurisdiction.

30. Relationship of Parties

- 30.1 Each of the parties is an independent organisation and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of partnership or principal/agent or of employer/employee. No party shall have any right or authority to act on behalf of another party nor to bind another party by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

31. Third Party Rights

- 31.1 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

32. Entire Agreement

- 32.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

33. Law of Agreement or Jurisdiction

- 33.1 This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

34. Discretion of the Councils

- 34.1 The discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

THE COMMON SEAL OF

[] Council

was affixed in the presence of

SIGNED BY

Duly authorised for and

on behalf of Welsh Local Government Association

in the presence of

Schedule 1 Constitution of the Joint Committee

- 1 All 22 Councils shall appoint one representative as voting members of the Joint Committee.
- 2 The Joint Committee shall appoint one of its voting members as chair and one of its voting members as vice chair.
- 3 Unless they have already been appointed by their Council as its representative the Councils shall appoint the following persons (subject to the agreement of such persons) as non-voting members of the Joint Committee:
 - 3.1 A WLGA spokesperson for health and social services.
 - 3.2 A WLGA deputy spokesperson for health and social services.
 - 3.3 The executive leader or a deputy in respect of one of those roles of the Host Council.
 - 3.4 The Co-chairs of the Combined Governance Board.
- 4 The relevant Councils may nominate one or more substitute members from, subject to notification being given to the officer acting as Monitoring Officer to the Joint Committee before the start of the meeting. The member appointed as a substitute shall have full voting rights where the member for whom they are substituting does not attend.
- 5 Each voting member of the Joint Committee shall comply with the Code of Conduct of their Council when acting as a Member of the Joint Committee.
- 6 The Host Council or, as the case may be the relevant councils may remove any voting member or substitute voting members of the Joint Committee and appoint a different representative of the Host Council or, as the case may be, the same council as the member or substitute being replaced by giving written notice to the officer who is acting as Monitoring Officer to the Joint Committee.
- 7 Each voting member of the Joint Committee shall have one vote.
- 8 Each member of the Joint Committee shall serve upon the Joint Committee for as long as he or she is appointed to the Joint Committee by the relevant Councils, but a member shall cease to be a member of the Joint Committee if he or she ceases to be a member of the Council of which he or she was a member when he or she was appointed to the Joint Committee or if the Councils remove him or her as a member of the Joint Committee.
- 9 Any casual vacancies howsoever arising shall be filled by the Councils by notice in writing sent to the officer who is acting as Monitoring Officer to the Joint Committee.
- 10 Unless otherwise agreed by the Councils, meetings of the Joint Committee shall be held at the offices of the WLGA, Host Council or virtually.
- 11 The Joint Committee shall meet at least once annually.

- 12 The officer who is acting as Monitoring Officer to the Joint Committee shall call additional meetings at the direction of the chair by providing at least three clear days' notice to members of the Joint Committee, unless the meeting is called at shorter notice. The officer who is acting as Monitoring Officer to the Joint Committee must call a meeting of the Joint Committee if all the voting members of the Joint Committee request it or the Head of Paid Service of each Council requests it.
- 13 Meetings shall be notified to members of the Joint Committee by the officer who is acting as Monitoring Officer to the Joint Committee.
- 14 The officer who is acting as Monitoring Officer to the Joint Committee shall send electronically to all members and relevant officers of each Council the agenda for each meeting of the Joint Committee no later than three clear days before the date of the relevant meeting unless the meeting is convened at shorter notice
- 15 The officer who is acting as Monitoring Officer to the Joint Committee shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall present them to the Joint Committee at its next meeting for approval as a correct record. The Officer who is acting as Monitoring Officer to the Joint Committee shall circulate the minutes to the Councils prior to the next meeting of the Joint Committee. If the Joint Committee confirms that the minutes contain an accurate record of the previous meeting, those minutes shall be signed by the chair or vice-Chair.
- 16 A meeting of the Joint Committee shall require a quorum of 60% of the voting members. If there is a quorum of members present but neither the chair nor the vice-chair is present, the members present shall designate one member to preside as chair for that meeting.
- 17 Subject to the provisions of any enactment all questions coming or arising before the Joint Committee shall be decided by a majority of the members of the Joint Committee immediately present and voting thereon. In the case of an equality of votes the chair shall have a casting vote. Subject to paragraph 18 below all voting shall be by a show of hands.
- 18 Any member of the Joint Committee may request the Joint Committee to record the votes of individual members of the Joint Committee on a matter for decision.
- 19 The order of business shall be indicated in the agenda for the meeting.
- 20 Any member of the Councils who is not a member of the Joint Committee is entitled to attend the Joint Committee but he or she shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the chair and comments will be recorded only on the direction of the chair.
- 21 A meeting of a principal council shall be open to the public except to the extent that they are excluded (whether during the whole or part of the proceedings).The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings that if members of the public were present during that item, confidential information as defined in section 100A(3) of the Local Government Act 1972 or exempt

information as defined in section 100I of the Local Government Act 1972 would be disclosed to them. In view of the sensitivity of the matters for which the Joint Committee is responsible it is to be expected that most business to be transacted at meetings of the Joint Committee will include confidential or exempt information but the Joint Committee will consider this in respect of every item of business to be considered at a meeting of the Joint Committee.

- 22 Unless members of the public are excluded from a meeting of the Joint Committee in accordance with paragraph 21 above meetings of the Joint Committee will be open to the public.
- 23 Members of the public wishing to address the Joint Committee (or a sub-committee of the Joint Committee) on reports contained within the agenda for the meeting may at the discretion of the Chair be given the opportunity to do so.
- 24 Each Council may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Council's constitution. If any decision of the Joint Committee is subject to call in by a Council, the Joint Committee shall take no action to implement that decision unless the call in process upholds the decision.
25. The Joint Committee may delegate a function to an officer. At the commencement of this agreement, the Joint Committee has delegated functions to the Director of Operations as outlined in Schedule 5

Schedule 2 Terms of Reference of the NAS Combined Governance Board

Functions and responsibilities of the Combined Governance Board

- 1 The Combined Governance Board shall have the following responsibilities:
 - 1.1 To provide political and professional leadership and advice to inform the overall strategic direction of the National Adoption Service in Wales.
 - 1.2 To hold the Regional Collaboratives (and their staff), the Director of Operations and central team, the VAA's and other services accountable for the delivery and performance of their services within the National Adoption Service arrangements.
 - 1.3 To approve for submission to the Joint Committee as prepared by the Director of Operations / central team.
 - An annual programme of work for the National Adoption Service.
 - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
 - The budget and financial management arrangements of services and the office of the Director of Operations.
 - 1.4 To monitor and have oversight of:
 - The performance of the National Adoption Service to ensure its successful delivery and improvements in the adoption process to lead to positive outcomes for children and adults affected by adoption.
 - The quality of engagement with the Voluntary Adoption Agencies (VAAs) and service user representatives at central and regional levels.
 - Compliance with The Directions
 - Compliance with the Conflict-of-Interest Protocol
 - 1.5 To consider and make recommendations for the future direction of the National Adoption Service using:
 - Information and data, including from the National Performance System in relation to the services as a whole, each Regional Collaborative, the VAA's and other services.
 - Professional and best practice advice from the sector.
 - The views of children, young people and adults who use services.
 - Other evidence including reports from the Director of Operations.

- 1.6 To ensure arrangements are in place for the flow of information, including receipt of minutes and papers, between the Combined Governance Board and:
- The Joint Committee.
 - Regional Management Committees.
 - Local government members and officers across Wales.
 - Equivalent bodies in VAA's and other services.
- 1.7 To encourage and enable the statutory and voluntary sectors to work in partnership to deliver the best outcomes for children and adults affected by adoption.
- 1.8 To ensure that the views of all stakeholders, including those who use adoption services, are represented effectively both at national and regional levels.
- 1.9 To ensure the National Adoption Service is working within Welsh Government guidance and strategies for children particularly looked after and adopted children.
- 1.10 To ensure that due consideration is given to the need for Welsh Language services in planning and delivery of adoption services throughout Wales.
- 1.11 To support the delivery of adoption services through the National Adoption Service arrangements to ensure it reflects the best possible practice and is based on a culture of continuous improvement.
- 1.12 To notify Joint Committee and Welsh Ministers of any issues regarding the National Adoption Service which it considers need to be drawn to their attention.
- 2 Membership of the Combined Governance Board will comprise of:
- WLGA Spokesperson for Health and Social Services or their representative.
 - WLGA Deputy Spokesperson for Health and Social Services
 - Independent Chair of the National Adoption Service Advisory Group (Chair of the Advisory Group and Co-Chair of the Combined Governance Board Meeting).
 - Leader (or nominated executive representative) of Host Council.
 - Elected member representative for each of the 5 Regional Adoption Collaboratives (from which the Vice Chair will be drawn).
 - Director / Head of Service from each of the Regional Collaboratives.
 - Senior officer representative of the Host Council.
 - Representative of the 5 VAAs in Wales.
 - Officer representative from the WLGA.

- Representative from the Association of Directors for Social Services Cymru (ADSSC).
 - Representative of Association of Directors of Education in Wales (ADEW).
 - A Designated doctor for Safeguarding/Looked After Children.
 - A current RAC Adoption Panel Medical Advisor.
 - Child and Adolescent Mental Health Services (CAMHS) representative.
 - Representative of a Social Research Centre (currently Cardiff University, CASCADE).
 - Representative of Children's Commissioner for Wales.
 - Representative of CAFCASS Cymru
 - Citizen or service user.
 - Legal services representative from the Host Council.
 - Director of Operations, National Adoption Service and secretariat.
- 3 The Joint Committee may invite other persons to attend meetings of the Combined Governance Board as observers.
- 4 The terms of reference of the Combined Governance Board shall be reviewed by the Joint Committee at least once a year which may make amendments to the terms of reference.

Schedule 3 Notice Provisions

Welsh Local Government Association
One Canal Parade,
Dumballs Road
CARDIFF
CF10 5BF

Blaenau Gwent County Borough Council
Municipal Offices
Civic Centre
Ebbw Vale
NP23 6XB

Bridgend County Borough Council
Civic Offices
Angel Street
Bridgend
CF31 4WB

Caerphilly County Borough Council
Ty Penalta
Tredomen Park
Ystrad Mynach Hengoed
CF82 7PG

The County Council of the City and County of Cardiff
County Hall
Cardiff
CF10 4UW

Carmarthenshire County Council
County Hall
Carmarthen
Carmarthenshire
SA31 1JP

Ceredigion County Council
Neuadd Cyngor
Ceredigion
Penmorfa
Aberaeron
Ceredigion
SA46 OPA

Conwy County Borough Council
Bodlondeb
Bangor Road
Conwy
LL32 8DU

Denbighshire County Council
County Hall
Wynnstay Road
Ruthin
LL15 1YN

Flintshire County Council
County Hall
Mold
CH7 6NB

Gwynedd Council
Council Offices
Shirehall Street
Caernarfon
LL55 1SH

Isle of Anglesey County Council
Council Offices
Llangefni
LL77 7TW

Merthyr Tydfil County Borough Council
Civic Centre
Merthyr Tydfil
CF47 8AN

Monmouthshire County Council
PO Box 106
Caldicot
NP26 9AN

Neath Port Talbot County Borough Council
Port Talbot Civic Centre
Port Talbot
SA13 1PJ

Newport City Council
Civic Centre
Godfrey Road
Newport
NP20 4UR

Pembrokeshire County Council
County Hall
Haverfordwest
Pembrokeshire
SA61 1TP

Powys County Council
Powys County Hall
Spa Road East
Llandrindod Wells
Powys
LD1 5LG

Rhondda Cynon Taf County Borough Council
The Pavilions
Cambrian Park
Clydach Vale
Tonypany
CF40 2XX

The Council of the City and County of Swansea
Civic Centre
Oystermouth Road
Swansea
SA1 3SN

Torfaen County Borough Council
Civic Centre
Pontypool
Torfaen
NP4 6YB

Vale of Glamorgan Council
Civic Offices
Holton Road
Barry
Vale of Glamorgan
CF63 4RU

Wrexham County Borough Council
The Guildhall
Wrexham
LL11 1AY

[The Councils to provide details of fax numbers and e-mail addresses.]

Schedule 4 Financial Memorandum

- 1 The core budget for the office of the Director of Operations and national functions of the National Adoption Service is provided by a 'top slice' of the Revenue Support Grant and made available to the NAS via the Welsh Local Government Association. This arrangement was agreed by the Co-ordinating Committee of the WLGA in March 2014 as part of its agreement to the proposals to establish NAS.
- 2 The Councils shall ensure that:
 - 2.1 The Joint Committee, the Combined Governance Board and the Director of Operations make appropriate use of the National Adoption Services budget to perform their functions and to facilitate achievement of the aims in clause 2 of this Agreement.
 - 2.2 There are adequate financial and accounting procedures for the purposes of this Agreement.
- 3 The Host Council will provide the financial administrative accounting system and appropriate associated support for the discharge of the Specified and Agreed Functions on behalf of the Councils. Subject to the statutory role of each Council's Section 151 Officer in relation to their Council, the Host Council shall provide for the purposes of this Agreement the services of its Section 151 Officer to the Joint Committee.
- 4 The Director of Operations shall submit annual monitoring and accounting reports to the Joint Committee which shall include explanations for any variances against the profiled budget.
- 5 The Joint Committee shall review the expenditure and forecast to ensure that the allocated budget is being correctly adhered to.
- 6 The Joint Committee shall be presented with a report on the proposed use of the budget for the discharge of the Specified and Agreed Functions for approval on behalf of the Councils for the following financial year.
- 7 The Host Council shall apply its Financial Regulations and Contract Procedure Rules to the discharge of the Specified and Agreed Functions on behalf of the Councils pursuant to this Agreement.
- 8 Proportionate Basis for costs and liabilities of the Councils arising under the Agreement:

The Proportionate Basis for which each Council shall be liable for costs arising under the Agreement (to the extent that the same exceed the 'top slice' of the Revenue Support Grant made available to the Joint Committee) shall be calculated by reference to the proportion that the population of each Council's area makes of the total population of Wales. Any indemnity to be funded by all Councils shall be calculated on the same basis.

Schedule 5 Specified and Agreed Functions and Services

1 Service Vision

- 1.1 The Councils wish to use the joint discharge of the Specified Functions to improve the performance of the Councils and partners in meeting the needs of those children who require permanence through adoption by bringing together the best practice from each authority and partner into an integrated adoption service and similarly for an agreed range of fostering functions.
- 1.2 The Councils agree that the joint discharge of the Specified and Agreed Functions should be underpinned by the guiding principles that looked after children and prospective adopters alike are advantaged by the joint discharge of functions and that the joint discharge of functions is demonstrably more efficient and flexible in delivering the Services.

2 Aims, Principles and Objectives of the joint discharge of the Specified Functions for adoption services

- 2.1 Enabling the Councils to comply with their obligations under the Directions.
- 2.2 Delivering a comprehensive adoption service at a national level.
- 2.3 Exercising oversight of Councils' compliance with legislation, regulations, minimum standards, local procedures and the performance management framework set by the Welsh Government and accountable to the Senedd / Welsh Parliament in line with the Directions.
- 2.4 Ensuring that services are carried out in a timely and efficient way and based upon the assessed needs of those persons requiring the service.
- 2.5 Ensuring that persons seeking approval as adoptive parents are welcomed without prejudice and delay and that their applications are considered on their individual merit.
- 2.6 Developing a recruitment strategy which ensures a range of adoptive placements are available nationally or through external agencies to ensure timely placements for all children where the placement plan is adoption.
- 2.7 Providing a child focused placement service to ensure that children are appropriately matched with adopters who can meet their needs throughout their childhood.
- 2.8 Providing a range of pre and post adoption support and intermediary services in conjunction with statutory and voluntary sector providers.
- 2.9 Establishing effective working links with key stakeholders.

- 2.10 Maintaining effective working links with local authority children's services departments to ensure that agency functions in relation to children requiring adoptive placements are maintained.
- 2.11 Utilising and building upon examples of good practice and promote consistency, excellence and continuous improvement.
- 2.12 Complying with the requirements of external audit and inspection.
- 2.13 Ensuring that customer feedback and the views of service users are obtained and considered in the development of services.

3 Aims, Principles and Objectives of the joint discharge of the Agreed Functions for fostering services through Foster Wales

- 3.1 National leadership to ensure consistency of approach on a regional and local authority basis
- 3.2 Commission / monitoring of the programme management contract with Association for fostering and adoption Cymru (AFA Cymru) / creation of a post for this function plus oversight / support of programme manager's work
- 3.3 Maintaining a performance framework and supporting performance reporting at national and regional level to inform improvement
- 3.4 Production of annual report and any other reporting required
- 3.5 Administration of agreed Foster Wales national Governance arrangements and support to Regional Development Manager meetings, practice forums and task & finish groups
- 3.6 Promotion of best practice and culture of continuous improvement currently as below:
 - Oversight and ongoing development of the Foster Wales brand
 - Production of national Policy and Procedures handbook incl. for recruitment
 - Core Offer of support
 - Fees and Allowances
 - Learning and Development framework
- 3.7 Commissioning and contract monitoring of contracts required for FW work – incl. website, brand repository, national marketing manager, launch & campaigns.
- 3.8 Administration of FW finance and grants and accountancy support. Securing resourcing through new / additional finance where possible.

4 The Specified and Agreed Functions

- 4.1 The Specified and Agreed Functions are:

The functions of the Director of Operations and central team including the following:

- Providing leadership to set the direction for NAS and Foster Wales including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
- Reviewing progress including analysis of performance data and service information from the regions and VAA's.
- Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee and submission to Welsh Ministers as well as to WLGA and ADSS-C where required.
- Providing specific functions nationally to support and enable NAS operations (currently as below)
 - Establishing and maintaining a website for the National Adoption Service for Wales
 - Management of the Adoption Register for Wales (under contract from Welsh Government)
 - Commissioning and contracting national contracts to support service delivery functions and support
 - Maintaining arrangements for service user engagement across Wales
 - Leadership, matrix management oversight, advice and support to regions and VAA's.
 - Promotion of best practice and a culture of continuous improvement throughout the NAS.
 - Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment.
 - Strategic commissioning as necessary for the discharge of functions
 - Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board
 - Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
 - Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
- Providing specific functions nationally to support and enable Foster Wales operations (currently as below)
 - Establishing and maintaining a national website for Foster Wales

- Commissioning and contracting national contracts to support service delivery functions and support
- Leadership, matrix management oversight, advice and support to regions and LA's
- Promotion of best practice and a culture of continuous improvement
- Managing the central team allocation, grants and investment, enabling negotiations with funding bodies to secure ongoing resourcing.
- Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Lead Heads of Children's Services Group
- Promotion of Foster Wales, including national PR and marketing.
- Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.

5 The Services

5.1 The services to be provided by the host local authority to facilitate the discharge of the Joint Committee's function shall be detailed in a separate agreement but will be provided subject to and on the overarching terms and conditions set out in this Agreement . Such Host services may include:

(i) Office accommodation and allied facilities services

(ii) Employment of staff, associated human resource functions and advising on workforce planning / issues

(iii) Use of its IT systems and databases, including provision of a separate email domain/s and stand-alone websites as needed

(iv) Finance / accounting services, supporting management of core budget and grant aid including facilitating the transfer of funds to relevant local government or partners agencies of NAS and Foster Wales.

(v) Information security advice and support, ensuring compliance with changing legislation

(vi) Facilitation of procurement and contracting requirements to deliver functions

(vii) Legal advice as required incl. for contracts.

(viii) Engagement of Officers and Members in governance arrangements as required by the Directions

5.2 The Host Authority may make arrangements with third parties for the discharge of the Services and recharge such costs to the Joint

Committee. The Host Authority shall first discuss such matters with the Director of Operations.

Schedule 6 Terms of Reference for the Lead Head of Children's Services Group

1 Objectives and Scope

- 1.1 The main objectives of this group are:
- (a) To support the strategic oversight of Foster Wales
 - (b) To consider the implications at local and regional level arising from the transition to Foster Wales
 - (c) To consider the development needs of services at local, regional, and national level
 - (d) To seek and support solutions to overcome barriers and challenges
 - (e) To continue to develop and maintain collaboration across local authority fostering
 - (f) To consider reports presented, agree actions, make decisions, and monitor progress
 - (g) To consider performance reports and monitor KPIs as identified and agreed
 - (h) To make recommendations for future areas of work programme development

2 Membership

- 2.1 Core membership will include:
- (a) 6 x Regional designated Lead Head of Children's Services
 - (b) Director of the National Adoption Service
 - (c) 6 x Regional Development Managers
 - (d) A Director of Social Services
 - (e) Programme Manager
 - (f) An officer of the Welsh Local Government Association
- 2.2 Arrangements will be put in place to ensure good links between this meeting and members including briefing the WLGA spokesperson for health and Social Care or their nominated Deputy with responsibility for children's services.

3 Frequency of meetings

- 3.1 Meetings will be held at an agreed frequency no less than quarterly (currently monthly), dates and times will be scheduled and provided with advanced notice.

4 Accountability and communication

- 4.1 The group is accountable to the Joint Committee, which holds responsibility for overall oversight of the National Adoption Service and Foster Wales.
- 4.2 Regional representatives are responsible for ensuring that effective communication channels are in place. This should include mechanisms for the sharing of information, decisions, and outcomes from this group to relevant forums and individuals within their own region.

Schedule 7 Scheme of Functions Delegated to the Director of Operations

Part One

SCHEME OVERVIEW

1. Purpose

- 1.1. The National Adoption Service for Wales (NAS) operates in a multi-agency partnership context. This is a complex arrangement best described as a local government led collaborative with a range of different interfaces including the voluntary sector. In order that the NAS national / central team staff can carry out its functions effectively under the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015, it is essential that employees at all levels of the organisation are clear that they have the delegated authority to make decisions. It is also important that employees are clear where they do not have the authority to make decisions.
- 1.2. The Scheme of Delegation is the framework creating the authority to make a decision or discharge a function. Delegation also means that those to whom responsibility has been given are prepared to be accountable for the decisions they have been asked to make and the functions they discharge. Effective and transparent decision making also requires that those making a decision must be confident about the scope of their authority.
- 1.3. The aim of the Scheme of Delegation is to set out who has the authority to make decisions within the national / central team of the National Adoption Service for Wales. It is a companion document to the National Adoption Service in Wales Partnership Agreement and the Agreement for the Establishment of a Joint Committee for the National Adoption Service.
- 1.4. This Scheme of Delegation sets out who can carry out the functions. It does not explain how they are to be carried out. The NAS has adopted the procedures of the Host Council (Cardiff Council) which set out the rules for this. The Host Council is also the employer of NAS staff. As a result, NAS Officers must be familiar with the Host Council's:
 - Financial Procedure Rules (Part 4.6 of the Constitution)
 - Contract Standing Orders and any Procurement guidelines issued by the Host Council
 - Human Resources guidance and procedures
- 1.5. All powers within the Scheme of Delegation are to be exercised within approved budgets and all staffing and recruitment delegations take effect subject to approved HR guidelines.
- 1.6. At the commencement of this Agreement the full arrangements for Foster Wales are being developed but it is anticipated that its relationship to the Joint Committee will be the same as for NAS albeit that governance is managed through the Lead Heads of Children's Services (LHOCS) meeting and that delegated authority will operate in the same way. The Terms of Reference of the Lead Heads of Children's Services meeting are in Schedule 6 of this Joint Committee Agreement.

2. Arrangement of the Scheme of Delegation

- 2.1. . The Scheme of Delegation is arranged in three parts.
 - a) Scheme Overview
 - b) The Joint Committee and Combined Governance Board
 - c) The Director of Operations

3. The Joint Committee, Combined Governance Board and Regional Collaboratives

- 3.1. The complex nature of the arrangements has a number of key bodies either delivering the Adoption Services or setting overall strategy. They interact in a way that influences the approach to delegation.
- 3.2. The Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers with reference to the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be underpinned by a legal agreement (Joint Committee Agreement) and be comprised of Council Members. Its role will be to oversee the work of NAS and Foster Wales and specifically approve / receive the below:
 - The Annual Reports of NAS and of Foster Wales;
 - The annual programmes of work for the NAS and for Foster Wales;
 - The budget/s for the office of the Director and the national work of NAS and for Foster Wales; and
 - The agreement, and any changes required, for the Host Council support of the office of the Director to enable it to facilitate the work of NAS and FW.
- 3.3. For NAS (only) it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions (now Senedd Wales).
- 3.4. The Joint Committee has primary responsibility for the delegation framework as it may delegate a function to an officer.
- 3.5. The terms of reference for the Combined Governance Board are contained in schedule 2 of the Agreement for the Establishment of a Joint Committee for the National Adoption Services. The schedule indicates the Board must approve as prepared by the Director of Operations / central team the following:
 - An annual programme of work for the National Adoption Service.
 - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
 - The budget and financial management arrangements of services and the office of the Director of Operations.
- 3.6. The terms of reference also hold the following accountable for the delivery and performance of their services within the NAS arrangements:
 - Regional Collaboratives (and their staff),
 - the Director of Operations and central team,
 - the Voluntary Adoption Agencies and other services
- 3.7. In order to support the work of the Combined Governance Board the Director of Operations will prepare the items listed in section 3.3 using the support of the Host Council where appropriate.
- 3.8. As the lead executive of the NAS, the Director of Operations has delegated authority from the Joint Committee to manage the organisation. The Director of Operations is also responsible for delegating other decision-making responsibilities to officers within NAS.
- 3.9. The Joint Committee delegates to the Combined Governance Board or Director of Operations all matters which it does not reserve to itself for decision.

- 3.10. The Director of Operations shall provide regular reports to the Combined Governance Board and Joint Committee on the discharge of the Specified Functions.
- 3.11. The delegation of functions and responsibilities both from the Joint Committee and the Director of Operations requires those using delegated authority to carry out those functions in a way that will not prevent the effective discharge of any functions or bring the NAS into disrepute or in any other way have an adverse effect on the NAS.
- 3.12. The scheme of delegation can be removed by the Joint Committee if it takes a formal decision to do so. In these circumstances the Joint Committee would assume those responsibilities that it had previously delegated or delegate these responsibilities to the Combined Governance Board. The Director of Operations can also remove delegations they have granted to their team and in doing so would assume the previously delegated responsibilities or transfer these to another member of their team.
- 3.13. Each region is made up of a number of specified local authorities. These are regional collaboratives overseen by Regional Management Boards. For the NAS to work effectively Partnership Agreement states there should be robust links between RMBs, the Combined Governance Board and the central team (led by the Director of Operations). The RMBs are required to produce an annual report submitted to the Director of Operations by 31st May each year. Other aspects of regional working include the Regional Joint Committees, Regional Operation Groups and a lead authority for each region.
- 3.14 There is no legislation underpinning Foster Wales. Existing regional meetings link to the national Lead Heads of Children's Services meeting which in turn reports to the Joint Committee.

4. Principles of Delegation

- 4.1. The scheme of delegation has a number of principles that underpin the approach adopted so that the transfer of responsibility for a task or function from the Joint Committee, Board Meeting or Director of Operations does not change the overall accountability.
- The Joint Committee, Combined Governance Board LHOC's meeting and the Director of Operations remain accountable for all their functions, even those they have delegated. In order to be assured that the responsibilities that they have delegated are being discharged properly they require information about the exercise of those functions. Appropriate management oversight must be exercised to ensure there is sharing of delegated decisions.
 - In order to make sound decisions, the authority to take decisions must be supported by appropriate skills and knowledge. Those exercising delegated decision-making powers must be made aware of the decisions that have been delegated to them, the limits of their authority and have access to relevant advice if appropriate.
 - A record of delegated decisions will be kept and shared with the Joint Committee and the Combined Governance Board. The frequency of the information to be received will be determined by the Joint Committee and Board but should not be less than quarterly. Where a decision has been formally delegated to the Director of Operations by the Joint Committee or the Combined Governance Board, the decision to delegate will be recorded in the Committee or Board minutes. The decision and its outcome will then be contained in a separate section within the Director of Operations' Quarterly Report to the following

Combined Governance Board. An equivalent process will be developed for Foster Wales

- If the post holder for a delegated decision is absent the line manager will be expected to make the decision. Should the decision be urgent, and a matter delegated to the Director of Operations the Chair of the Combined Governance Board will be able to make the decision in consultation with the Board and, in the case of the absence of the Director of Operations, the relevant staff reporting to the Director of Operations.
- Where a delegated decision is viewed by the postholder as requiring further discussion due to the sensitivity of the issue they should consider approaching the Director of Operations for advice. In the case of the Director of Operations this would involve the Chair of the Joint Committee or the Combined Governance Board as appropriate.

5. Variation, ownership and review of the scheme

- 5.1. The constitution of the Joint Committee includes authority to delegate a function to an officer (Schedule 1, paragraph 25). Variations to the Scheme of delegation will be approved by the Joint Committee and any deviation from it must be approved by the Joint Committee, with such deviations being reported to the next meeting.
- 5.2. For administrative purposes, the Director of Operations, on behalf of the Joint Committee, is the manager of the Scheme of Delegation and will keep the scheme under review in consultation with the Joint Committee Monitoring Officer who will be required to comment on the proposals. Any suggested amendments will be subject to consultation with the Combined Governance Board. Any proposed changes will be submitted to the Joint Committee unless authority to amend the scheme is delegated to the Combined Governance Board. If delegation occurs any changes to the Scheme of Delegation will be reported to the next Joint Committee.
- 5.3. However, the Scheme will be updated as often as is necessary to ensure it remains current, following review and consultation in accordance with paragraph 5.2.

Part Two

The Joint Committee, the Combined Governance Board, Regional Collaboratives, Lead Heads of Children's Services meeting and Director of Operations

a. The Joint Committee

1. The Agreement for the Establishment of a Joint Committee for the National Adoption Service indicates Welsh Councils have agreed to establish and participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
2. The Joint Committee is specifically responsible for:
 - a. The overall scheme of delegation.
 - b. establishing and delivering the NAS and Foster Wales strategic aims and objectives consistent with its overall strategic direction and within the agreed Welsh Government policy.
 - c. strategic direction and decisions as submitted by the Combined Governance Board and LHOC's meeting.
 - d. ensuring that the responsible minister is kept informed of any changes which are likely to impact on NAS strategic direction or the delivery of the

obligations set out in the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015.

b. The Combined Governance Board

3. The terms of reference of the Combined Governance Board (the Board) indicates the overall role is to provide strategic direction and decisions for submission to the Joint Committee to facilitate the delivery and improvement of adoption services on Wales through the National Adoption Service (NAS) arrangements.
4. The Board also holds the Regional Collaboratives and the Director of Operations and central team accountable for delivery and performance of their services within the NAS arrangements.
5. The Board is responsible for ensuring the Director of Operations has adequate resources to discharge the Specified Functions and deliver an effective NAS. In coming to a decision whether to recommend this to the Joint committee the Board will rely on the advice of the Director of Operations.

c. Regional Collaboratives

6. The Regional Collaboratives must provide an annual report to the Director of Operations by 31st May covering
 - a. The performance of the regional collaborative against the performance measures in the National Performance Management Framework
 - b. An analysis of the implementation of the annual work programme and plans to address any under-performance
 - c. Plans to develop the adoption service within the region in accordance with the national business priorities
 - d. Information regarding the resolution of complaints and determination of disputes at local and regional level and any impact on the provision of adoption services
7. The Scheme of Delegation recognises that the Director of Operations will need to act on behalf of the Combined Governance Board and the Joint Committee when working with the Regional Collaboratives.
8. The Scheme of Delegation recognises that the Director of Operations is not only a member of the Combined Governance Board but is also the principal professional advisor on delivery and improvement of adoption services in Wales through the National Adoption Service arrangements. This will include providing advice to the Joint Committee and Combined Governance Board on the Regional Collaborative arrangements including reporting on the position to the Board based on the reports that Regional Collaboratives must provide to the Director of Operations by 31st May of each year

d. The Director of Operations

7. The scheme of delegation will operate to enable the Director of Operations to carry out the following Specified and Agreed Functions:
 - a. Providing leadership to set the direction for NAS including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
 - b. Reviewing progress including analysis of performance data and service information from the regions and VAA's.
 - c. Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee, and submission to

Welsh Ministers as well as to WLGA and ADSS-C where required;
and

- d. Providing specific functions nationally to support and enable NAS operations including those outlined in the table below.

MATTERS DELEGATED BY THE JOINT COMMITTEE TO THE DIRECTOR OF OPERATIONS. (The delivery of these delegated functions will be overseen on a day-to-day basis by the Combined Governance Board for NAS and the Lead Heads of Services meeting for Foster Wales)

Strategic Direction and Business Planning

The Director of Operations is responsible for:

- Overseeing the development of the annual programme of work and budget for the National Adoption Service (incl. Foster Wales). This will include a medium term (3 year) financial plan accompanied by the assumptions on which longer term planning is based
- A half year and full year progress report for the Welsh Ministers and the Welsh Government with required oversight of the Combined Governance Board and the Joint Committee.

Financial Management, Commissioning, Propriety and Value for Money

The Director of Operations is responsible for:

- Ensuring the NAS stays within its overall budget
- Ensuring the NAS operates within the financial regulations of the Host Council
- Signing agreements or other documents on behalf of the Joint Committee and/or the Combined Governance Board
- Securing appropriate resourcing through new/additional finance or reprofiling of existing as well as managing the central team allocation, grants and investment
- Ensuring the NAS complies with any requirements to publish information as required by legislation and the Welsh Government
- Approving the level of delegation for non-pay expenditure within the overall delegation scheme as approved by the Joint Committee and/or the Combined Governance Board
- Approving those posts as having the responsibility of Budget Holder
- Authorising contracts up to £1m, and in excess of £1m in conjunction with the Combined Governance Board
- Taking overall responsibility for the control of the NAS's fixed assets
- Ensures the Host Council's agreed systems of control are applied within the NAS to protect against fraud and losses including data losses
- Strategic Commissioning as necessary for the discharge of functions
- Ensuring all staff are aware that the NAS operates within the Host Council's:
 - Financial Regulations and procedures.
 - Contract Standing Orders and any Procurement guidelines issued by the Host; and
 - Human Resources guidance and procedures

Risk Management and Assurance

The Director of Operations is responsible for:

- Ensuring the risks to the Annual Plan are identified, assessed, managed and escalated where necessary in accordance with the Host Council's risk management policy
- Monitoring, controlling and assuring the Joint Committee and Combined Governance Board of the business and regulatory risks for which they are responsible

Information and Information Governance

The Director of Operations is responsible for:

- Understanding and addressing the risks to the information assets under their control or delegated to them by the Joint Committee and/or Combined Governance Board
- Providing assurance to the Host Council's SIRO on the security and use of information assets
- Ensuring data is managed in accordance with the requirements of the Data Protection Act 1998
- Approving the release of information about the provision of National Adoption Services
- Establishing and maintaining a website for the National Adoption Service for Wales
- Promotion of adoption, including PR and marketing and the provision of the 'face and voice' of adoption in Wales
- Management of the Adoption Register for Wales (under contract from the Welsh Government)
- Maintaining arrangements for service user engagement across Wales

Dispute Resolution

The Director of Operations is responsible for:

- Producing and implementing a plan to resolve any dispute that arises in relation to any aspect of the Agreement for the Establishment of a Joint Committee for the National Adoption Service

Regional Arrangements and Regional Collaboratives

- Advising the Joint Committee and/or the Combined Governance Board on the working arrangements for the Regional Collaboratives
- Leadership, matrix management oversight, advice and support to regions and VAA's
- Maintaining arrangements for national governance and allied sub/task & finish groups to engage stakeholders in carrying out the actions/work agreed by the Combined Governance Board



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

Report of the Head of Legal and Democratic Services

Social Services, Housing and Community Safety Cabinet Board **– Thursday 10 November 2022**

ACCESS TO MEETINGS/EXCLUSION OF THE PUBLIC

Purpose:	To consider whether the Public should be excluded from the following items of business.
Item (s):	<p>Agenda Item 14 – Contractual Arrangements for a Range of Children and Young People Services</p> <p>Agenda Item 15 – Development of Step Up and Step Down Services</p> <p>Agenda Item 16 – Contractual Arrangements for an Adult Placement (Shared Lives) Support Service</p> <p>Agenda Item 17 – Permission to Consider a Restructure in Hillside</p>
Recommendation(s):	That the public be excluded from the meeting during consideration of the following item(s) of business on the grounds that it/they involve(s) the likely disclosure of exempt information as set out in the Paragraphs listed below of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007 subject to the Public Interest Test (where appropriate) being applied.

Relevant Paragraph(s):	13, 14
-------------------------------	--------

1. Purpose of Report

To enable Members to consider whether the public should be excluded from the meeting in relation to the item(s) listed above.

Section 100A (4) of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007, allows a Principal Council to pass a resolution excluding the public from a meeting during an item of business.

Such a resolution is dependant on whether it is likely, in view of the nature of the business to be transacted or the nature of the proceedings that if members of the public were present during that item there would be disclosure to them of exempt information, as defined in section 100I of the Local Government Act 1972.

2. Exclusion of the Public/Public Interest Test

In order to comply with the above mentioned legislation, Members will be requested to exclude the public from the meeting during consideration of the item(s) of business identified in the recommendation(s) to the report on the grounds that it/they involve(s) the likely disclosure of exempt information as set out in the Exclusion Paragraphs of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007.

Information which falls within paragraphs 12 to 15, 17 and 18 of Schedule 12A of the Local Government Act 1972 as amended is exempt information if and so long as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

The specific Exclusion Paragraphs and the Public Interest Tests to be applied are listed in Appendix A.

Where paragraph 16 of the Schedule 12A applies there is no public interest test. Members are able to consider whether they wish to waive their legal privilege in the information, however, given that this may place the Council in a position of risk, it is not something that should be done as a matter of routine.

3. Financial Implications

Not applicable

4. Integrated Impact Assessment

Not applicable

5. Valleys Communities Impact

Not applicable

6. Workforce Impact

Not applicable.

7. Legal Implications

The legislative provisions are set out in the report.

Members must consider with regard to each item of business the following matters.

- (a) Whether in relation to that item of business the information is capable of being exempt information, because it falls into one of the paragraphs set out in Schedule 12A of the Local

Government Act 1972 as amended and reproduced in Appendix A to this report.

and either

- (b) If the information does fall within one or more of paragraphs 12 to 15, 17 and 18 of Schedule 12A of the Local Government Act 1972 as amended, the public interest test in maintaining the exemption outweighs the public interest in disclosing the information; or
- (c) if the information falls within the paragraph 16 of Schedule 12A of the Local Government Act 1972 in considering whether to exclude the public members are not required to apply the public interest test by must consider whether they wish to waive their privilege in relation to that item for any reason.

8. Risk Management

To allow Members to consider risk associated with exempt information.

9. Recommendation(s)

As detailed at the start of the report.

10. Reason for Proposed Decision(s):

To ensure that all items are considered in the appropriate manner.

11. Implementation of Decision(s):

The decision(s) will be implemented immediately.

12. List of Background Papers:

Schedule 12A of the Local Government Act 1972

13. Appendices:

Appendix A – List of Exemptions

Appendix A

NO	Relevant Paragraphs in Schedule 12A
12	Information relating to a particular individual
13	Information which is likely to reveal the identity of an individual
14	Information relating to the financial or business affairs of any particular person (including the authority holding that information).
15	Information relating to any consultations or negotiations, or contemplated consultations or negotiations in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority
16	Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.
17	Information which reveals that the authority proposes: <ul style="list-style-type: none"> • To give under any enactment a notice under or by virtue of which requirements are imposed on a person, or • To make an order or direction under any enactment.
18	Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

By virtue of paragraph(s) 14 of Part 4 of Schedule 12A of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 14 of Part 4 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 14 of Part 4 of Schedule 12A of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 14 of Part 4 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 14 of Part 4 of Schedule 12A of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 14 of Part 4 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 13 of Part 4 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank