

POLICY AND RESOURCES CABINET BOARD

***Immediately Following Scrutiny Committee on
WEDNESDAY, 13 DECEMBER 2017***

PART 1

1. To agree the Chairperson for this Meeting.
2. To receive any declarations of interest from Members.
3. To receive the Minutes of the previous Policy and Resources Cabinet Board held on 1 November 2017 (*Pages 5 - 12*)

To receive the Report of the Head of Corporate Strategy and Democratic Services

4. To receive the Forward Work Programme 2018 (*Pages 13 - 16*)
5. Performance Report Quarter 2 - 2017-18 (*Pages 17 - 88*)
6. Developing a Language Promotion Strategy (*Pages 89 - 92*)
7. Wales Interpretation and Translation Service (*Pages 93 - 180*)
8. Urgency Action 0033 - Meeting of Policy and Resources Cabinet Board held on 20 September, 2017 (*Pages 181 - 190*)
9. Margam Crematorium Minutes - 16 June, 2017 (*Pages 191 - 194*)

To receive the Report of the Director of Finance and Corporate Services

10. Third Sector Grants - Approval of Applications 2017/18 (*Pages 195 - 210*)
11. Community Councils Minor Project Scheme - Application - Cilybebyll Community Council (*Pages 211 - 214*)
12. Miscellaneous Grant Applications (*Pages 215 - 218*)

To receive the Report of the Head of Legal Services

13. Public Services Ombudsman for Wales Annual Letter and Report 2016/2017 (*Pages 219 - 244*)

To receive the Report of the Head of Financial Services

14. Treasury Management Monitoring 2017/18 (*Pages 245 - 250*)
15. Any urgent items (whether public or exempt) at the discretion of the Chairman pursuant to Statutory Instrument 2001 No 2290 (as amended).
16. Access to Meetings - 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

To receive the Private Report of the Head of Financial Services

17. Write Off of Council Tax (*Pages 251 - 260*)

S.Phillips
Chief Executive

Civic Centre
Port Talbot

Thursday, 7 December 2017

Cabinet Board Members:

Councillors: R.G.Jones, D.Jones and C.Clement-Williams

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 the committee Section.*
- (2) *The views of the earlier Scrutiny Committee are to be taken into account in arriving at decisions (pre decision scrutiny process).*

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EXECUTIVE DECISION RECORD
POLICY AND RESOURCES CABINET BOARD
1 NOVEMBER, 2017

Cabinet Members:

Councillors: R.G.Jones, D.Jones and C.Clement-Williams

Officers in Attendance:

Mrs.K.Jones, D.Rees and N.Headon

1. **APPOINTMENT OF CHAIRPERSON**

Agreed that Councillor R.Jones be appointed as Chairperson.

2. **MEMBER'S DECLARATION OF INTEREST**

The following Member made a declaration of interest at the commencement of the meeting:

Councillor D Jones

Re Report of the Director of Finance and Corporate Services on the Urgency Action in relation to the Proposed Extension of the term of Lease of Recreation Land and Playing Field situated between Bryn Catwg and Cwmbach Road, Cadoxton, Neath as she is a Member of Blaenhonddan Community Council.

3. **MINUTES OF THE PREVIOUS POLICY AND RESOURCES CABINET BOARD HELD ON 20 SEPTEMBER, 2017**

Noted by Committee.

4. **FORWARD WORK PROGRAMME 2017**

Decision:

That the report be noted.

5. **SUPPLY OF FRESH PASTEURISED LIQUID MILK**

Decisions:

1. That the requirements of competition be excluded and Rule 2.1 of the Corporate Procurement Rules be suspended;
2. That approval be granted to make a direct award to the suppliers Welsh Purchasing Consortium, for the continuation of the supply of Fresh Pasteurised Liquid Milk, for the maximum period of 6 months from 16 November 2017, to allow the Council to run a further competition exercise which will be undertaken at the same time that the direct award was in place, the duration of contract to be determined by the Head of ICT and Corporate Procurement.

Reason for Decisions:

To ensure continuity of service from the approved Supplier pending the Council's intended further competition exercise under the NPS Framework and the implementation of a new framework agreement resulting therefrom.

Implementation of Decisions:

The decisions will be implemented after the three day call in period.

6. **STRATEGIC EQUALITY PLAN - ANNUAL REPORT 2016-2017**

The Cabinet Board supported the views of the Scrutiny Committee which were contained in the Policy and Resources Scrutiny Committee Minutes of 1 November 2017.

Decision:

That the report be noted.

7. **HALF YEAR PROGRESS REPORT - CORPORATE GOVERNANCE
IMPROVEMENT ACTION PLAN FOR 2017/18 - PERIOD 1 APRIL 2017
TO 30 SEPTEMBER 2017**

Decision:

That the report be noted.

8. **WELSH CHURCH ACT TRUST FUND**

Decision:

That the application for grant assistance under the Welsh Church Act Trust Fund for purchasing a Gazebo for Air Cadet Activities, Tawe Terrace, Pontardawe, Swansea be approved in the sum of £50, as detailed in Appendix 1 of the circulated report.

Reason for Decision:

To decide on providing financial support in respect of the grant application received.

Implementation of Decision:

The decision will be implemented after the three day call in period.

9. **COMMUNITY COUNCILS MINOR PROJECTS SCHEME
APPLICATION - COEDFFRANC COMMUNITY COUNCIL**

Decision:

That approval be given to provide a maximum grant of £8,000 to Coedffranc Community Council under the Community Councils' Minor Projects Scheme.

Reason for Decision:

The decision is in compliance with the approved policy and to enable community improvements.

Implementation of Decision:

The decision will be implemented after the three day call in period.

10. **LOCAL GOVERNMENT ASSOCIATION (LGA) SUBSCRIPTION**

Members noted that this would be put onto the Scrutiny Forward Work Programme to be reviewed biannually.

Decision:

That approval be granted to re-join the Local Government Association (LGA) from the 2017/18 financial year at a cost of £10,250.09 per annum, and pay the annual subscription via the Welsh Local Government Association.

Reason for Decision:

To decide on whether to pay the annual subscription to rejoin the LGA from the 2017/2018 financial year.

Implementation of Decision:

The decision will be implemented after the three day call in period.

11. **CORPORATE CHARGING POLICY**

Decision:

That the Council's proposed Corporate Charging Policy be approved and adopted as a formal Policy, as detailed in Appendix 1 of the circulated report.

Reason for Decision:

For the Council to adopt a formal Corporate Charging Policy.

Implementation of Decision:

The decision will be implemented after the three day call in period.

12. **SHARED COST ADDITIONAL VOLUNTARY CONTRIBUTION SCHEME**

Decision:

That approval be granted for the Council to commission its tax advisor to support the development and implementation of a Shared Cost Salary Sacrifice Additional Voluntary Contribution Scheme, on a fixed cost basis of £6,750, to be funded from the existing budget position.

Reason for Decision:

To introduce a shared cost salary sacrifice additional voluntary contribution scheme to reduce the Councils costs and provide a benefit to employees who are members of the Local Government Pension Scheme.

Implementation of Decision:

The decision will be implemented after the three day call in period.

13. **TREASURY MANAGEMENT MONITORING 2017-2018**

Decision:

That the report be noted.

14. **ACCESS TO MEETINGS**

That pursuant to Regulation 4(3) and (5) of Statutory Instrument 2001 No. 2290, the public be excluded for the following items of business which involved the likely disclosure of exempt information as defined in the undermentioned Paragraphs of Part 4 of Schedule 12A to the Local Government Act 1972.

15. **COUNCIL TAX WRITE OFFS**

(Exempt under Paragraph 14)

Decision:

That the write off of Council Tax amounts as contained within the private circulated report, be approved.

Reason for Decision:

The accounts are irrecoverable.

Implementation of Decision:

The decision will be implemented after the three day call in period.

16. **HOUSING BENEFIT WRITE OFFS**

(Exempt under Paragraph 12 and 14)

Decision:

That the write off of Housing Benefit amounts as contained within the private circulated report, be approved.

Reason for Decision:

The accounts are irrecoverable.

Implementation of Decision:

The decision will be implemented after the three day call in period.

17. **SUNDRY DEBT WRITE OFFS**

(Exempt under Paragraph 14)

Decision:

That the write off of Sundry Debt amounts as contained within the private circulated report, be approved.

Reason for Decision:

The amounts due are irrecoverable.

Implementation of Decision:

The decision will be implemented after the three day call in period.

18. **URGENCY ACTION 0371 - PROPOSED EXTENSION OF THE TERM OF THE LEASE OF RECREATION LAND AND PLAYING FIELDS**

(Exempt under Paragraph 14)

Decision:

That the following private urgency action taken by the Head of Property and Regeneration and the Director of Financial Services in consultation with the requisite Members, be noted:

Officer Urgency Action No: 0371 - 27 March 2017

Proposed Extension of the Term of the Lease of Recreation Land and Playing Fields.

CHAIRPERSON

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2017/2018 FORWARD WORK PLAN
POLICY AND RESOURCES CABINET BOARD

Meeting Date	Agenda Items	Type (Decision/ Monitoring Or Information)	Rotation (Topical, Annual, Bi-Annual, Quarterly, Monthly)	Contact Officer/ Head of Service
24th Jan 18	Finance			
	Treasury Management Monitoring	Information	Monthly	H Jenkins
	Private Reports: Write offs	Decision	Monthly	D. Rees
	Miscellaneous Grant Applications	Decision	Monthly	H.Jenkins
	Communications Strategy	Approval	Topical	K.Jones / S.Griffiths

Policy and Resources Cabinet Board – Forward Work Programme

Meeting Date	Agenda Items	Type (Decision/ Monitoring Or Information)	Rotation (Topical, Annual, Bi-Annual, Quarterly, Monthly)	Contact Officer/ Head of Service
7 th Mar 18	Finance			
	Treasury Management Monitoring	Information	Monthly	H Jenkins
	Private Reports: Write offs	Decision	Monthly	D. Rees
	Miscellaneous Grant Applications	Decision	Monthly	H.Jenkins
	Chief Execs			
	Performance Reports Quarter 3 – 2017/18	Monitoring	Quarterly	C. Furlow / S.Davies

Meeting Date	Agenda Items	Type (Decision/ Monitoring Or Information)	Rotation (Topical, Annual, Bi-Annual, Quarterly, Monthly)	Contact Officer/ Head of Service
18 th Apr 18	Finance			
	Treasury Management Monitoring	Information	Monthly	H Jenkins
	Private Reports: Write offs	Decision	Monthly	D. Rees
	Miscellaneous Grant Applications	Decision	Monthly	H.Jenkins
	Chief Execs			
	Corporate Governance (Six Monthly Update)	Monitoring	Bi-Annual	C.Furlow

Business Plans to be scheduled:

- **Corporate Strategy and Democratic Services**
- **Legal Services**
- **Financial Services**
- **Human Resources**
- **Information Communication Technology (ICT)**
- **Licensing**

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NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

POLICY AND RESOURCES CABINET BOARD

13th December, 2017

REPORT OF THE HEAD OF CORPORATE STRATEGY AND DEMOCRATIC SERVICES – MRS K. JONES

MATTER FOR: Monitoring

Wards Affected: All

Report Title

1. Quarterly Performance Management Data 2017/2018 – Quarter 2 Performance (1st April – 30th September 2017)

Purpose of the Report

2. To report quarter 2 performance management data for the period 1st April 2017 to 30th September 2017 for Chief Executive's and Finance & Corporate Services Directorates and the performance management data for the same period for services that are within the remit of the other four Cabinet Boards (Education, Skills and Culture, Social Care Health and Wellbeing, Street Scene and Engineering and Regeneration and Sustainable Development). This will enable the Policy & Resources Cabinet Board and Scrutiny Members to discharge their functions in relation to performance management.

Executive Summary

3. Section 1 of the appendix includes a summary of performance that fell within the remit of the Council's six improvement priorities that were agreed by the previous administration. Those priorities have now been superseded by the Council's [Well-being Objectives](#) contained within the Council's Corporate Plan which was approved by Council on 28th September 2017 and take effect from 1st October 2017. Also included in this section is a summary of performance across a number of other services.

4. Section 2 of the appendix includes the performance data and where relevant comments for the Council's full suite of performance indicators. Performance Indicators no's 1 to 25 relate to service areas and functions within the purview of Policy and Resources Cabinet Board. Also included in this section is a performance key which includes symbols to explain the direction of improvement of each performance indicator.
5. Section 3 includes Compliments and Complaints data that is collected in line with the [Council's Comments, Compliments & Complaints Policy](#) and are reported to relevant Cabinet Boards/Scrutiny Committees on a quarterly basis.
6. Performance data and comments contained within this report for the Education, Leisure & Lifelong Learning Directorate, Social Services Health and Housing Directorate and Environment Directorate have already been reported to the relevant Cabinet Boards.

Background

7. The role of scrutiny committees was amended at the Annual Meeting of Council in May 2010 to reflect the changes introduced by the Local Government (Wales) Measure 2009:
 - Scrutinise the service improvement set out in the Corporate Plan which fall within the committee's purview;
 - Scrutinise the performance of all services within its purview and the extent to which services are continuously improving;
 - Ensure performance measures are in place for each service and that the measures reflect what matters to local citizens;
 - Commission and participate in systems reviews through appropriate mechanisms and report onwards to the Executive
 - Monitor implementation by the Executive of responses to the conclusions and recommendations of the Council's external regulators; and
 - Promote innovation by challenging the status quo and encourage different ways of thinking and options for service delivery.

Financial Impact

8. The performance described in the Report is being delivered against a challenging financial backdrop.

Equality Impact Assessment

9. This report is not subject to an Equality Impact Assessment.

Workforce Impacts

10. The Council has seen a downsizing of its workforce by 197 in 2015/16 and by a further 198 in 2016/17 as it sought to deliver significant year on year savings.

Legal Impacts

11. This Report is prepared under:

- 1) The Local Government (Wales) Measure 2009 and discharges the Council's duties to "make arrangements to secure continuous improvement in the exercise of its functions".
- 2) The Neath Port Talbot County Borough Council Constitution requires each cabinet committee to monitor quarterly budgets and performance in securing continuous improvement of all the functions within its purview.

Risk Management

12. Failure to produce a compliant report within the timescales can lead to non-compliance with our Constitution. Also, failure to have robust performance monitoring arrangements could result in poor performance going undetected.

Consultation

13. No requirement to consult

Recommendations

14. Members monitor performance contained within this report.

Reasons for Proposed Decision

15. Matter for monitoring. No decision required.

Implementation of Decision

16. Matter for monitoring. No decision required.

Appendices

17. Appendix 1 - Quarterly Performance Management Data 2017/2018 – Quarter 2 Performance (1st April 2017– 30th September 2017).

List of Background Papers

18. [The Neath Port Talbot Corporate Improvement Plan Addendum-2016/2019 “Rising to the Challenge”](#)
19. Policy & Resources Committee report date 30th July 2010 – Securing continuous improvement and scrutiny work programme.

Officer Contact

20. Karen Jones, Head of Corporate Strategy & Democratic Services.
Telephone: 01639 763284. E-Mail: k.jones3@npt.gov.uk
21. Shaun Davies, Performance Management Officer. Telephone: 01639 763172. E-Mail: a.s.davies@npt.gov.uk



Quarterly Performance Management Data 2017/2018 – Quarter 2 Performance (1st April 2017 – 30th September 2017)

Report Contents:

Section 1: Summary of performance

Section 2: Quarterly Performance Management Data and performance key

Section 3: Compliments & Complaints Data

Section 1: Summary of performance

Improvement Objective 1 – Safer Brighter Futures

Children's Services

A new set of statutory Welsh Government Indicators for Children and Young People Services were introduced for 2016/17 and are contained in this report. Comparison data for these Performance Indicators will become available over time. In addition, this report contains the Children and Young People Services Key Performance Indicators, which were previously agreed by Members at the Children, Young People and Education (CYPE) Committee on 28th July 2016.

Improvement Objective 2 –Better Schools Brighter Prospects

Education

- Secondary School attendance for the Academic Year 2016/17 has fallen slightly from 93.7% to 93.6% (provisional data) when compared to the Academic Year 2015/16.
- The percentage of pupils who achieved the Key Stage 2 Core Subject Indicator has risen from 84.9% to 85.9% when compared to the Academic Year 2015/16.

- The percentage of pupils receiving a Teacher Assessment in Welsh (first language) at the end of Key Stage 2 has remained at 15.6% but has fallen by 1.5% to 11.2% at Key Stage 3.
- The percentage of pupils who achieved the Key Stage 3 Core Subject Indicator has risen from 77.7% to 79.6% when compared to the Academic Year 2015/16.
- The number of young people in contact with the youth service has increased from 19.10% to 24.47%. This equates to 740 more young people attending the youth service.
- The number of full day childcare places provided has fallen from 2,569 to 2,283. The fall can be attributed to a request from a number of establishments to be put on voluntary suspension for various reasons including low demand for childcare. NPTCBC are monitoring the situation to try and get a better understanding of why the numbers have reduced.
- The percentage of final statements of special education needs issued within 26 weeks excluding exceptions has fallen from maximum performance 100% to 95.12% and the number including exceptions has risen from 37.17% to 39.00%.
- There has been a rise in both the number of statements of special educational needs and new statements issued within the period.
- The number of permanent exclusions from Secondary Schools has fallen considerably from 19 to 12 but there has been a rise in permanent exclusions in primary schools from 0 to 1 and a rise in both sectors for fixed-term exclusions.
- There has been a fall in the percentage of Year 11 pupils achieving 5 GCSEs at grades A*-C, or equivalent, including English or Welsh first language and Maths and a fall in the wider points score mainly due to a wide ranging changes to the Key Stage 4 key indicator calculations in 2017. This has affected all other local authorities, and now places NPT below the Welsh averages in all provisional measures. The decrease in performance was most marked in mathematics and affected Free School Meals and non-Free School Meals pupils alike.

Improvement Objective 3 - Improving Outcomes Improving Lives

Adults Services

There has been improvement in performance in areas such as delayed transfers of care, the number of assessments and care plans undertaken, the number of review carried out within timescale. We have also seen a decrease in the amount of citizens requiring services; this can be attributed to an increase in preventative services offered, particularly our Reablement service and our Rapid Response Homecare team. In the areas of performance where improvements are needed, action plans and various working groups are in place to address these issues.

Improvement Objective 4 – Prosperity for All

Economic Development

- During the first quarter of the year the Team has dealt with a higher volume of enquiries in comparison to the previous year from existing businesses looking for support to enable them to expand and grow. Many of these investments, once completed, will attract new private sector investment and support the creation and safeguarding of jobs which will have a positive effect on the local economy and the figures reported for number of jobs created as a result of financial support by the local authority performance indicator.
- The Team are also working closely with Port Talbot Waterfront Enterprise Zone Board to provide support to the many local businesses within the Tata supply chain that have to deal with staff losses or look for new markets. There is also an emphasis on attracting new investment and jobs to the area. Collectively, this approach is bringing many benefits to businesses while helping to further promote economic growth and job creation in the area. Consequently, when outputs are confirmed and reported they will again have a positive effect on the reported figures.
- Through the South West Workways+ project, the Team is delivering training and paid work experience opportunities to long-term unemployed across the region to help them get their lives and those of their families back on track.
- In addition, referrals from partners such as the Department of Works and Pensions and Welsh Government, is ensuring that individuals considering self-employment are being referred to the Council's Enterprise Club for valuable advice and guidance.

Homelessness

In Quarter 1 we reported the following 'The previously reported 2016/17 year end data was generally found to be under-reported by the service's database and has now been corrected within the data tables within this report. In this context, the data for this quarter again appears generally low so our IT colleagues have been asked to look at this issue, as result data will not be reported until quarter 2'. Good progress has been made in resolving this but the issue is still on going, we anticipate reporting accurate data in quarter 3.

Improvement Objective 5 – Reduce Reuse Recycle

Waste Management

- The Council is progressing with the implementation of its waste strategy and achieved the 2015/16 statutory recycling and composting target of 58%. It is also well on the way to achieving the next target of 64% by 2019/20. A greater tonnage of both waste and recycling was collected by the Council when compared to the same period last year. Therefore, whilst the recycling rate has increased, the amount of waste disposed has also increased. Overall, recycling performance is higher than for the same period last year.
- The amount of waste collected for composting includes the tonnage of garden waste collected by the Council and therefore subject to seasonal variations in weather conditions where less garden waste can be collected from one year to the next. Natural Resources Wales has also reclassified street sweeping waste collected as recycling and not composting.
- The performance indicator for the percentage of local authority collected municipal waste used to recover heat and power is calculated by using the total amount of RDF (refuse derived fuel) produced at the MREC (Materials Recovery and Energy Centre) that is used off site as a fuel in the cement manufacturing industry. Numerous outlets are used for this material and both national and local market availability can affect how much RDF is used during the course of any year and fluctuations in performance is to be expected.

Improvement Objective 6 – Digital by Choice

Digital by Choice

- As at 30th June 2017, 100% of our website pages are available in Welsh (latest data).
- Number of visits to our one stop shops has reduced compared to quarter 2 2016/17. Please also refer to Customer Services performance summary below.
- 15 new online services have been developed in the last 4 years with a further 8 due to be implemented during 2017/18.

Other areas that are drawn to committee's attention include:

Customer Services

- Customer waiting times (face to face contact at Neath and Port Talbot One Stop Shops) continue to improve and the average waiting time for the 6 month period is now 5 minutes. Customer walk offs remain at 0.1%. The number of customers being seen face to face compared with the same period last year continues to reduce with a number of factors influencing this

which include staff in both the OSS sites continue to actively promote the online services available to customers and a reduction in recycling and council tax enquires.

- Average time taken to answer telephone calls and percentage of abandoned telephone calls are now reported separately in Welsh and English.
- In relation telephone call performance, overall we have seen an improvement. Comments explaining telephone call performance for both English and Welsh calls can be found under indicators 2 and 5 (in section 2) respectively.

Sickness Management

Managing sickness absence continues to be a key priority for Heads of Service and their Accountable Managers. Additional HR resources supporting the Long Term Sickness Absence Taskforce continue to be available to support managers through a strategy of early intervention and effective communication. Quarter 2 shows a slight improvement on last year's performance, which whilst encouraging, there is still room for more improvement in our sickness absence rates. Expanded measures in relation to sickness are being developed and will be reported from Quarter 3, replacing the stand alone sickness reporting. This will enable Members to scrutinise sickness performance indicators alongside other performance categories

Housing - Private Sector Renewal

- Largely properties that are brought back into use are outside of the control of the service, for example, they are affected by external factors such as the local housing market. The Performance indicator relating to the percentage of empty private properties that are brought back into use by the Council has been replaced; the new measure (PAM/013 indicator number 102) now measures only direct action taken by Local Authorities to bring long term empty properties brought back into use.
- The number of licenced Houses in Multiple Occupation (HMO) remains the same. However, the percentage has dropped slightly due to an increase in the number of HMO's that do not require a licence.

Public Protection

- 94.99% of food establishments were "broadly" compliant with food hygiene standards, an increase on last year's performance within the same period which was 92.84%. The percentage of high risk businesses inspected for food hygiene is in line with the same period last year.
- The percentage of high risk businesses that have been inspected by Trading Standards is higher than the same time last year. The team that largely deals with the inspection programme is currently working to achieve its proactive obligations whilst reactive demand is lower. Some investigations

have begun as a result of these inspections, reflecting the risk of the business. This should not affect the section meeting the 100% target.

- The percentage of significant breaches that were rectified by intervention has dropped for Trading Standards (42.68% in comparison to 56.8%). This reflects the longer, more complex investigations that the department is undertaking. It is anticipated that this percentage will improve as the year progresses.
- The majority of significant breaches associated with animal health have been rectified, but this has meant that there has been a drop in the number of high risk premises being inspected as resources have been allocated to complaints and investigations. It is anticipated that both figures will improve by the end of the financial year.
- The percentage of identified new businesses which were subject to a food hygiene risk assessment visit is similar to that of last year. All businesses are coached and advised prior to the commencement of trading to help raise standards and attain legal compliance. The risk assessment inspection can only take place when the business is trading, therefore, there is always a lag period between food businesses becoming registered and actually having an unannounced inspection.

Planning

- With the exception of indicators, average time taken from receipt of application to validation of application - days and average time taken from receipt of application to date decision is issued - days – most of the half year figures show improvement in all performance indicators compared against the same period in 2016/17.
- While it will remain essential to focus on average time taken from receipt of application to validation of application - days and average time taken from receipt of application to date decision is issued - days, as indicated in the report for quarter 1 these figures have been skewed by a number of applications where applications have been “re-registered” for procedural reasons (thus significantly increasing the receipt – valid time) along with a number of very old applications having been “cleared out”, having taken a number of years to determine. While necessary to include these in the overall average, omitting such applications significantly reduces the number of days, indicating that the service continues to register and determine applications expeditiously in the majority of cases, albeit there remains work to do to clear old cases from the system.
- As indicated above, the overall picture of determination of applications is shown to be very positive compared with the same period last year. The increased focus, following the recent appointment of a new Senior Planner, on improving performance on major applications (PLA/M004) has also started to pay dividends in incrementally improved performance with half of major applications in the half year determined inside 8 weeks.

Building Control

Both performance indicators show improvement from quarter 1 2017/18 and from the same quarter 2 period in 2016/17. At no time have any statutory deadlines been missed.

Libraries

- There has been a fall in the number of people using Public Libraries during the year, per 1,000 population which can be attributed to a number of key library staff being unable to attend work due to (sickness) resulting in a decrease in the number of activities on offer.
- There has also been a fall in the number of library materials issued which can be attributed to the continuing shortfall in the book budget, the timing of books issued to playgroups and technical difficulties with the Library Management System which are being investigated.
- It should be noted there is an increased use of digital services via national schemes (i.e. e-magazine and e-audio/e-book service) which are not reflected in the figures for these performance indicators. (approx. 13,000 issues and 6500 website).

Sport and Leisure

Visitors to local authority sports and leisure centres who participate in physical activity have seen a continuing steady rise in numbers due to the increasing popularity of the new “Aberavon Leisure and Fitness Centre” and the hire of “Ysgol Bae Baglan” facilities by the general public.

Transport and Highways

- The Council continues to progress its renewal contract and is on target to finish in 2018. The calculation of the performance indicator has been temporarily suspended until software changes are implemented which will correct a problem that has been identified in the data collection.
- Welsh Government has, via the National Fraud Initiative along with Applied Card Technologies, identified approximately 28,000 deceased pass holders across Wales and cancelled the passes. This would have had a significant impact on the number, which has reduced by 3,571 cards. In addition, First Cymru have switched on a piece of software on their ticket machines that identify inactive cards (termed as hotlisted cards) this will have further impact on the reduction of concessionary cards in circulation, as most routes in the County are operated by their business.

Asset Management

Local Authority buildings conditions and maintenance are annual indicators and will be reported during the quarter 4 period of 2017/18.

Street Scene & Countryside Management

The performance data for street cleanliness is reported annually and therefore will be reported in Quarter 4.

Section 2: Quarterly Performance Management Data and Performance key







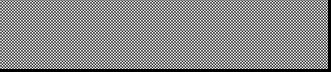
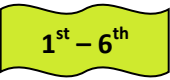
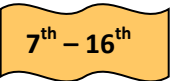

2017/2018– Quarter 2 Performance (1st April 2017 – 30th September 2017)

Note: The following references are included in the table. Explanations for these are as follows:

(PAM) Public Accountability Measures – a revised set of national indicators for 2017/18. Following feedback from authorities the revised performance measurement framework was ratified at the WLGA (Welsh Local Government Association) Council on 31 March 2017. These measures provide an overview of local government performance and how it contributes to the national well-being goals. This information is required and reported nationally, validated, and published annually.

All Wales - The data shown in this column is the figure calculated using the base data supplied by all authorities for 2016/2017 i.e. an overall performance indicator value for Wales.

(Local) Local Performance Indicator set by the Council and also includes former national data sets (such as former National Strategic Indicators or Service Improvement Data – SID's) that continue to be collected and reported locally.

	Performance Key
	Maximum Performance.
	Performance has improved.
	Performance has been maintained.
	Performance has declined but is within 5% of previous year's performance.
	Performance has declined by 5% or more on previous year's performance. Where performance has declined by 5% or more for the period in comparison to the previous year, an explanation is provided directly below the relevant performance indicator.
	No comparable data (data not suitable for comparison /no data available for comparison).
	No All Wales data available for comparison.
	2016/17 NPT performance in upper quartile (top six of 22 local authorities) in comparison with All Wales national published measures.
	2016/17 NPT performance in mid quartiles (7 th – 16 th) in comparison with All Wales national published measures.
	2016/17 NPT performance in lower quartile (17 th – 22 nd) in comparison with All Wales national published measures.

1. Chief Executive's and Finance & Corporate Services – Customer Services

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
1	CS001 (Local)	Customer Services - Average customer waiting times (face to face contact).	5.4 minutes	6.5 minutes		7.5 minutes (37,998 visitors)	5 minutes (32,315 visitors)	↑
2	CS002b (Local)	Customer Services - Average time to answer telephone calls in English .	16 seconds (all calls)	21 seconds		24 seconds	19 seconds	↑

The final roll out of the Recycle+ Scheme commenced from the end of quarter 4 2016/17, having taken several months to complete. The change in recycling collection practices increased telephone enquiries and required explanations which were also of an extended nature compared to the usual call handling time durations. However, the Contact Centre's ability to handle these increased calls was slightly offset due to a reduction in overall call volume totals for other council related enquiries therefore contributing to overall improvements. The Contact Centre continued to provide support to the One Stop Shop face to face service in Neath and Port Talbot Civic Centre which reduced the number of staff at the Quays.

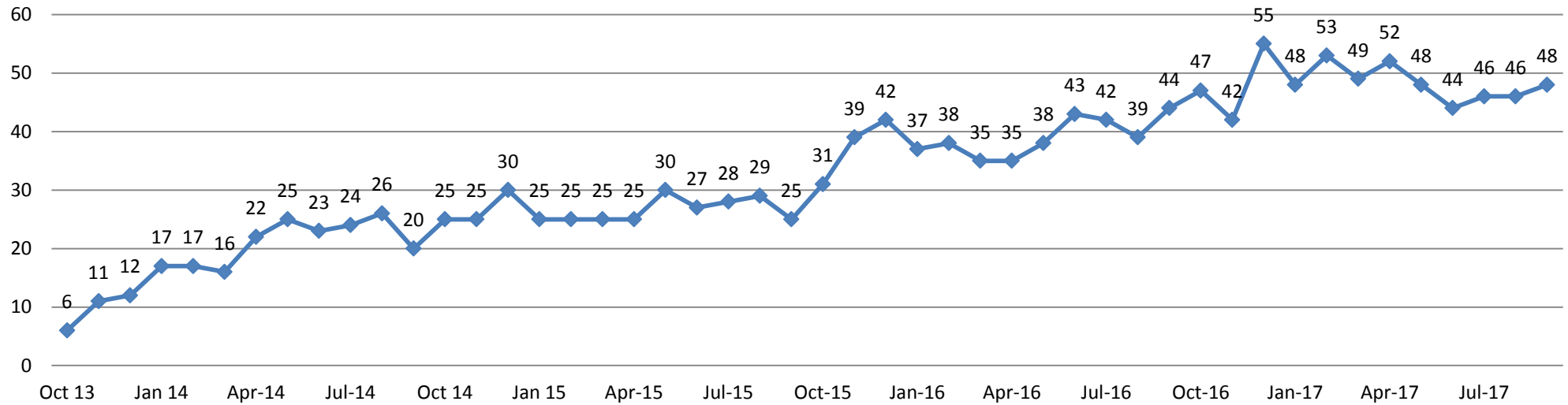
Page 31	CS003b (Local)	Customer Services - Percentage of telephone calls abandoned after 5 seconds – English calls .	2.63 % (all calls)	3.64 % (5,225 of 143,391 calls)		4.56% (1,743 of 38,182)	2.93% (950 of 32,405)	↑
4	CS004 (Local)	Customer Services - Percentage of customers leaving before being seen (walk offs).	0.07% (44 of 65,481)	0.12% (85 of 71,589)		0.10% (41 of 37,998)	0.10% (29 of 32,315)	↔
5	CS002a (Local)	Customer Services - Average time to answer telephone calls in Welsh .	–	18 seconds		23 seconds	27 seconds	↓
6	CS003a (Local)	Customer Services - Percentage of telephone calls abandoned after 5 seconds – Welsh calls .	–	11.14% (151 of 1,394 calls)		12.9% (58 of 449)	15.5% (51 of 329)	↓

Comment for both CS002a and CS003a - Due to a change in operating procedures from April 2016 as a result of the introduction of the Welsh Language Standards we have observed an increase in calls to the Contact Centre through the medium of Welsh. The number of bilingual Welsh speakers within the Contact Centre means that there will not always be an officer available immediately as they may be dealing with existing callers to the Contact Centre, as these officers deal with both English and Welsh calls as they come in. For comparative purposes the time taken to answer between Welsh and English calls and the number of available officers can mean that wait times are slightly higher and as a result abandoned calls can be slightly higher as a percentage.

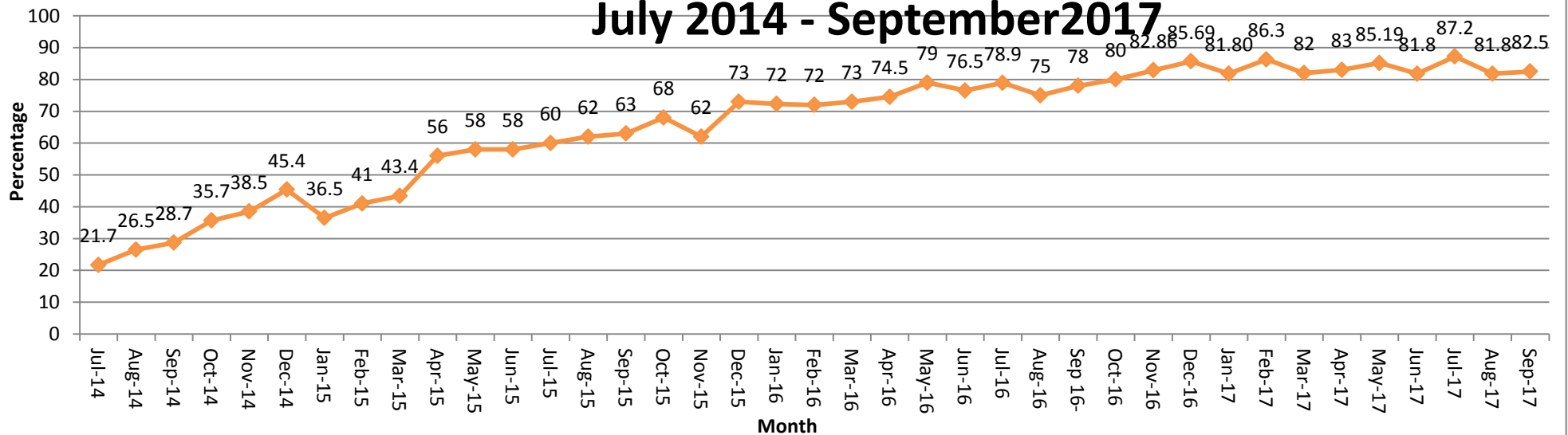
2. Chief Executive's and Finance & Corporate Services – Digital by Choice Measures

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
7	DBC/003 (Local)	Percentage of webpages available in Welsh.	88%	99.9% (1,095 of 1,096)		98% (1,051 of 1,072)	100% (1,103 of 1,103) See comment below	😊
	Latest available data is as at 30 th June 2017. The new content management system (Umbraco) was launched in July. As the new system reporting software is being developed we should be in a position to report updated information during quarter 3.							
8	DBC/002 (Local)	Number of new services available on-line.	7	8		8	15	↑
	<p>2016/17 data includes <u>new</u> on-line services delivered since October 2013 through 'Better, Simpler, Cheaper' (previous Improvement Objectives) and Digital by Choice work streams. 2017/18 data includes all internally developed online services since October 2013. There are a further 8 new online services under development and due for implementation during 2017/18.</p> <p>There are also a number of older online services available such as planning applications, libraries: reserve a book, payments: council tax/business rates and job applications.</p> <p>In addition, there are numerous 'static' online forms available and a number of links on our website to online services provided by other organisations, for example registering to vote (Central Government service).</p>							
9	DBC/001 (Local)	Percentage of transactions completed on-line (new services).	56.9%	67.7% (59,791 of 88,264)		67.0% (28,480 of 42,476)	73.2% (30,004 of 41,009)	↑
	<p>Data for this measure includes information for the following services implemented i.e. Bulks on-line, refuse and recycling equipment ordered on-line, location based reporting, missed waste collections reporting, pest control appointment booking, and van permits requested on-line. Data for the other online services will be included in data as soon as possible.</p> <p>Performance graphs have been provided below for a number of those services that are available online:</p>							

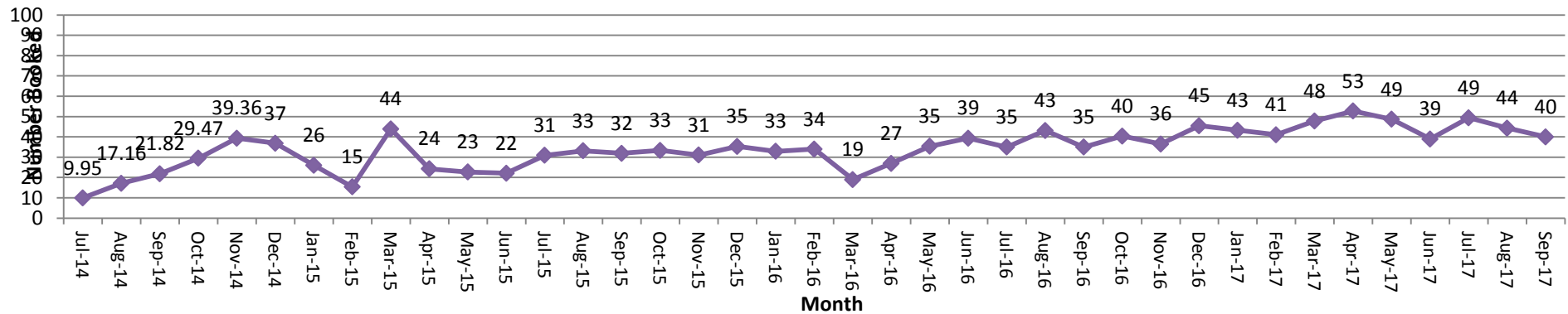
% Bulks booked online - Oct 2013 - September 2017



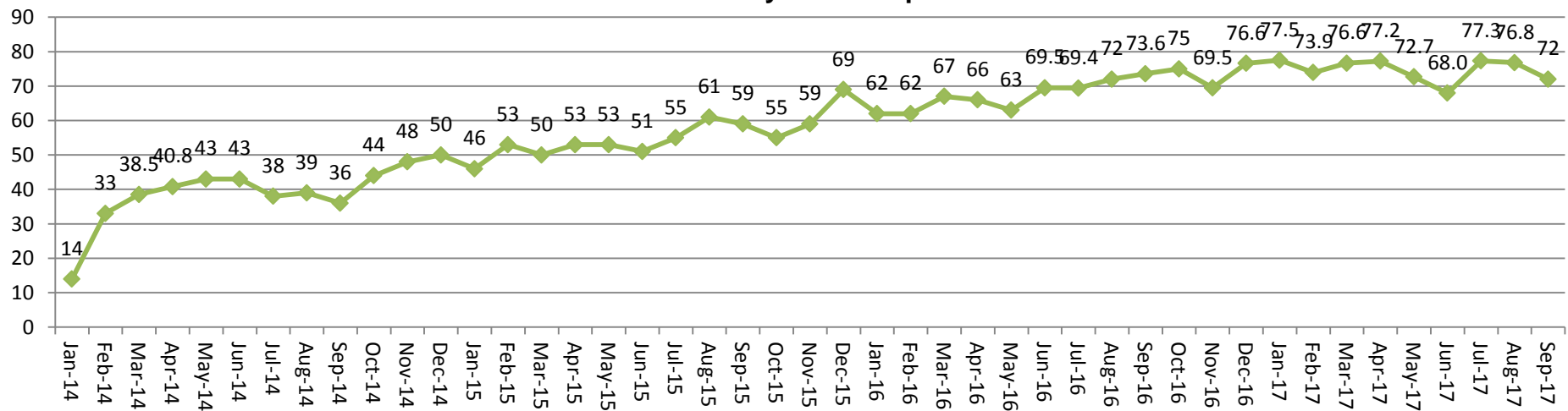
% Van Permits Requested Online July 2014 - September 2017



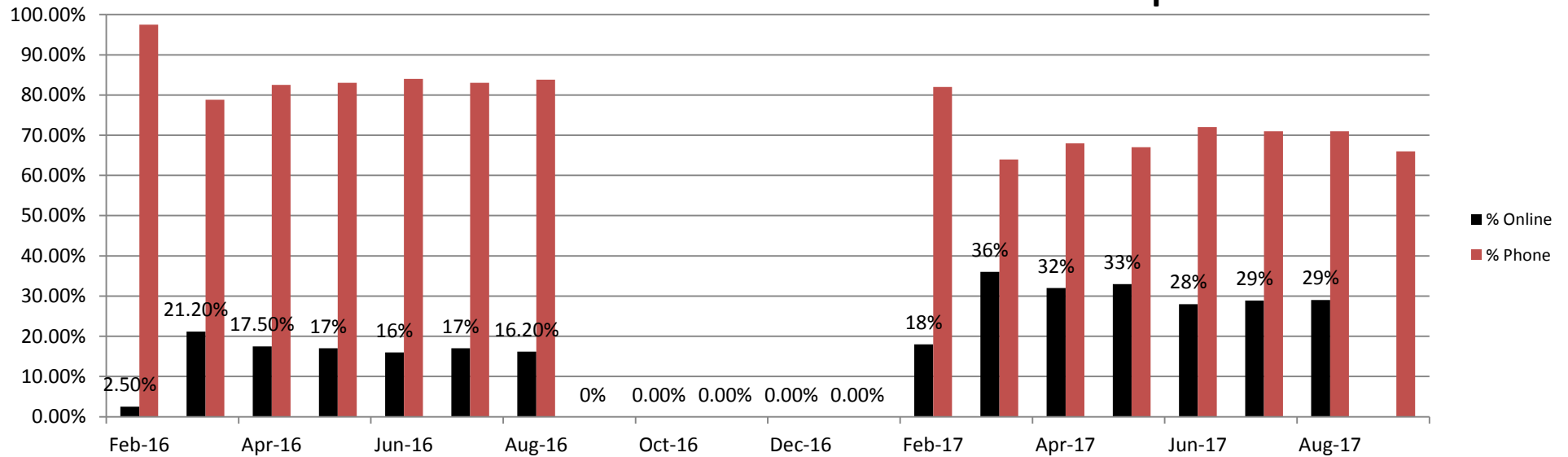
Pest Control Appointment Booked Online July 2014 to September 2016



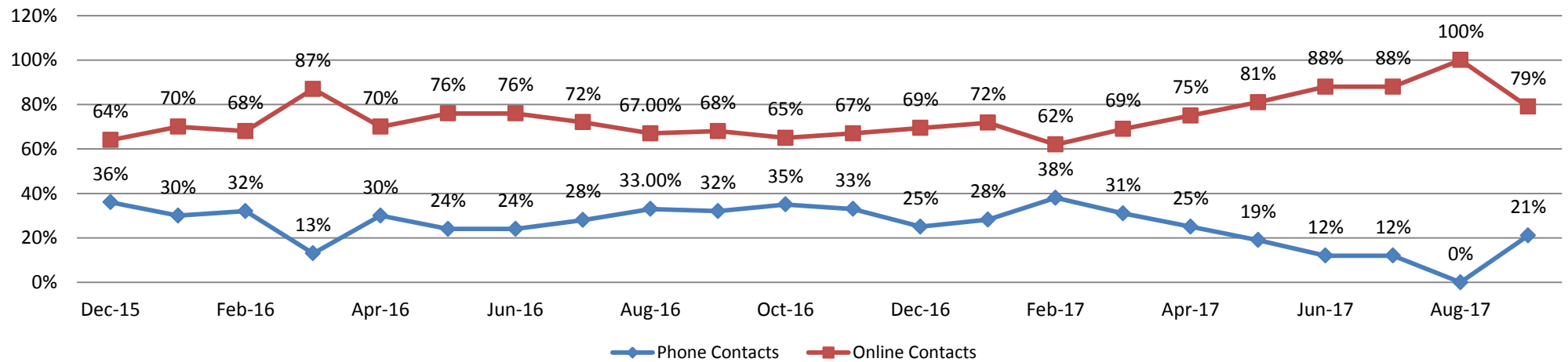
% Refuse and Recycling equipment ordered online January 2014 - September 2017



Missed Collections Online Feb 16 - September 17



Map Based Reporting Dec 15 - September 17



2. Chief Executive's and Finance & Corporate Services – Digital by Choice Measures

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
	DBC/004 (Local)	Reduce the demand on Customer Services - number of visitors to one stop shops.	67,886	71,589		37,998	32,315	↑
10	<p>Demand on Customer Services in total for the both One Stop Shop (OSS) sites has reduced. Total callers for the period 1.4.16 – 30.9.16 were 37,998 compared to 32,315 for the same period this year. This is mainly due to a reduction in recycling enquiries – 4,618 (1.4.16 – 30.9.16) to 2,809 (1.4.17 – 30.9.17) and Council Tax enquiries – 3,167 (1.4.16 – 30.9.16) to 2,106 (1.4.17 – 30.9.17).</p> <p>Staff in both the OSS sites continue to actively promote the online services available to customers. There has also been a reduction in customer wait times – average of 7.5 minutes (Q.2 2016-2017) as opposed to 5 minutes (Q.2 2017-2018). This can be partly attributed to the reduction. However, the percentage of customer walk offs has remained the same 0.10% (Q.2 2016 – 2017 and Q.2 2017- 2018).</p>							
11	DBC/006 (Local)	Improve the professional rating of our website page rating from a 1 star (maximum rating is 4 star).	2 star	3 star		N/A Reported Annually		—
12	DBC/007 (Local)	Percentage of customers very satisfied/satisfied or OK with improvements made to services available on-line – General look and feel.	91%	97% (196 out of 203)		97% (196 out of 203) Survey undertaken Sep/Oct 2016	N/A Reported Annually	—
13	DBC/008 (Local)	More of our customers find the website easier to use: Percentage very satisfied/satisfied or OK with ease of getting around site.	83%	91% (184 out of 203)		91% (184 out of 203)		—
14	DBC/009 (Local)	More of our customers can access the information/service they want (on our website) first time: % very satisfied/satisfied or OK with ease of finding information/services.	78%	84% (169 out of 199)		85% (169 out of 199) Survey undertaken Sep/Oct 2016		—

3. Chief Executive's and Finance & Corporate Services – other

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
15	Benefits M001 (Local)	Benefits Accuracy Rate - percentage of correctly granted benefit against total granted.	99.95%	99.94% £54,607,544 of £54,642,981		99.90% £29.569m of £29.597m	99.95% £33,575,311 of £33,591,564	↑
16	Benefits M002 (Local)	Average days taken for new claims and changes of circumstances from application to assessment.	4.8	5.4 534,710 days / 98,291 assessments		8.7 250,154 days / 28,619 assessments	7.5 211,699 days / 28,157 assessments	↑
17	PAM/001 (PAM)	Number of working days lost to sickness absence per employee.	9.7	9.9	10.3 10th	4.6	4.2	↑
18	CHR/001 (local)	The percentage of employees (including teachers and school based staff) who leave the employment of the local authority, whether on a voluntary or involuntary basis.	13.22%	11.04% (667 of 6,044)		7.77% 458 of 5,895	5.43% 320 of 5,894	↑
19	CFH/007 (Local)	The percentage of council tax due for the financial year which was received by the authority.	97.9% £59,369,316 of £60,654,754	98.0% £61,953,092 of £63,205,489	97.2% (Welsh Average)	57.7% £36.493m of £63.300m	57.7% £37,794,796. 44 of £65,494,603. 01	↔

3. Chief Executive's and Finance & Corporate Services – other

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
20	CFH/008 (Local)	The percentage of non-domestic rates due for the financial year which were received by the local authority.	98.0% £41,012,706 of £41,837,905	98.1% £41,749,893 of £42,569,361		63.5% £27.039m of £42.606m	57.8% £23,387,657 of £40,474,658	↓
The service has recently had a number of businesses with high 'rateable values' brought into rating with retrospective balances due to be paid. These balances should be cleared by the end of the year and it is anticipated that collection levels will be maintained.								
21	7.7(L) (Local)	Percentage of standard searches carried out in 10 working days.	61.5%	90.6%		82.1%	96.6%	↑
22	PAM/002 (PAM)	Percentage of people that agree their local council provides high quality services.	New National Measure (Public Accountability Measure) for 2017/18. Data provided by Welsh Government					—
23	PAY/001i (local)	Percentage of invoices paid within 30 days.	N/a new				94.61%	—
24	PAY/001ii (local)	The amount of interest paid to suppliers due to late payment.					£0.00	—
25	PAY/001iii (local)	The total amount of interest that the contracting authority was liable to pay, i.e. whether or not paid, whether statutory or otherwise, due to a breach of the Regulations.					£8,731.90	—

4. Education – Schools

No.	PI Reference	PI Description	NPT Actual 2015/16 (2014/15 academic year)	All Wales 2016/17 (2015/16 academic year)	NPT Quarter 2 2016/17 (2015/16 full academic year)	NPT Quarter 2 2017/18 (2016/17 full academic year)	Direction of Improvement
26	PAM/004 (PAM)	The percentage of pupils assessed at the end of Key Stage 2, in schools maintained by the local authority, achieving the Core Subject Indicator, as determined by Teacher Assessment.	83.3% (1,194 of 1,433 pupils)	89.0% 22nd	84.9% (1,331 of 1,567 pupils)	85.9% (1,315 of 1,531 pupils)	↑
27	PAM/005 (PAM)	The percentage of pupils assessed at the end of Key Stage 3, in schools maintained by the local authority, achieving the Core Subject Indicator, as determined by Teacher Assessment.	77.8% (1,160 of 1,491 pupils)	86.1% 22nd	77.7% (1,165 of 1,499 pupils)	79.6% (1,170 of 1,470 pupils)	↑
28	EDU/008b (Local)	The number of permanent exclusions during the academic year per 1,000 pupils from Secondary Schools.	1.2 (9 of 7,377 pupils)		2.6 (19 of 7,372 pupils)	1.6 (12 of 7,488 pupils)	↑
29	EDU/006i (Local)	The percentage of pupils assessed, in schools maintained by the local authority, receiving a Teacher Assessment in Welsh (first language) at the end of: Key Stage 2.	14.1% (202 of 1,433 pupils)	20.2%	15.6% (244 of 1,567 pupils)	15.6% (239 of 1,531 pupils)	↔
30	PAM/008 (PAM)	The percentage of pupil attendance in Secondary Schools.	93.7% (2,148,160 of 2,293,388 sessions)	94.2% 18th	93.7% (2,186,082 of 2,332,537 sessions)	93.6%(p) (2,177,916 of 2,325,867 sessions)	v

(P) – Provisional data

4. Education – Schools cont.	
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PI Description			NPT Actual 2015/16 (2014/15 academic year)	All Wales 2016/17 (2015/16 academic year)	NPT Quarter 2 2016/17 (2015/16 full academic year)	NPT Quarter 2 2017/18 (2016/17 full academic year)	Direction of Improvement
31	EDU/006ii (Local)	The percentage of pupils assessed, in schools maintained by the local authority, receiving a Teacher Assessment in Welsh (first language) at the end of: Key Stage 3.	11.6% (173 of 1,491)	18.0% 12th	12.7% (191 of 1,499)	11.2% (165 of 1,470)	v
32	PAM/003 (PAM)	Percentage of pupils achieving the expected outcome at the end of the Foundation Phase.	82.3% (1,279 of 1,554)		81.4% (1,264 of 1,552)	81.2% (1,248 of 1,537)	v
33	EDU/008a (local)	The number of permanent exclusions during the academic year per 1,000 pupils from Primary Schools.	0 (0 of 9,071 pupils)		0 (0 of 9,220 pupils)	0.1 (1 of 9,220 pupils)	↓
34	EDU/010a (Local)	The percentage of school days lost due to fixed-term exclusions during the academic year, in Primary Schools.	0.012% (203 of 1,723,944 days)		0.014% (244 of 1,752,043 days)	0.018% (308 of 1,754,871 days)	↓
	EDU/010b (Local)	The percentage of school days lost due to fixed-term exclusions during the academic year, in Secondary Schools.	0.085% (1,255 of 1,484,278 days)		0.101% (1,417 of 1,401,376 days)	0.122% (1,741 of 1,422,450 days)	↓
35	Exclusion data has been monitored closely and in response to the rise in fixed and permanent exclusions a Wellbeing and Behaviour team, comprising of staff with a range of experience and expertise, has been established and a designated manager has been appointed. In addition to this the LA has increased capacity of assessment places across both the primary and secondary sector for pupils with social, emotional and behavioural difficulties (SEBD). The establishment of this service and provision is a result of the reorganisation of the Education Other than at School Service (EOTAS) and has been implemented with Members agreement. The Wellbeing and Behaviour Team are also working with key professionals to develop a training package for all schools in meeting the needs of pupils with SEBD and this will be rolled out during the spring term. This change to services and provision has been in place as of September 2017 with the aim of embedding a continuum of support and increasing capacity within schools, as part of the LA's long term plan in ensuring the needs of pupils with SEBD are effectively met.						

4. Education – Schools cont.

PI Description			NPT Actual 2015/16 (2014/15 academic year)	All Wales 2016/17 (2015/16 academic year)	NPT Quarter 2 2016/17 (2015/16 full academic year)	NPT Quarter 2 2017/18 (2016/17 full academic year)	Direction of Improvement
36	EDU/011 (Local)	The average wider point score for pupils aged 15 as at the preceding 31 August, in schools maintained by the local authority.	586	531 6 th	556	435 (P)	↓
37	PAM/006 (PAM)	Percentage of Year 11 pupils achieving 5 GCSEs at grades A*-C, or equivalent, including English or Welsh first language and Maths.	58.4% (900 of 1,542 pupils)	60.7% 9 th	61.5% (918 of 1,492 pupils)	51.3%(p) (763 of 1,486 pupils)	↓
Comment for Indicator 36 & 37: The wide ranging changes to KS4 key indicator calculations in 2017 has affected NPT results, as they have in all other local authorities, and now places NPT below the Welsh averages in all provisional measures. The decrease in performance was most marked in mathematics and affected FSM and non-FSM pupils alike.							
38	EDU/002i (Local)	The percentage of all pupils (including those in local authority care), in any local authority maintained school, aged 15 as at the preceding August, who leave compulsory education, training or work based learning without and approved external qualification.	0.1% (2 of 1,542 pupils)	0.3% 18 th	0.3% (4 of 1,492 pupils)	Reported 3 rd quarter	—
39	EDU/002ii (local)	The percentage of pupils in local authority care, in any local authority maintained school, aged 15 as at the preceding August, who leave compulsory education, training or work based learning without an approved external qualification.	0% (0 of 21 pupils)	1.1% Joint 1 st	0% (0 of 31 pupils)	Reported 3 rd quarter	—
40	PAM/007 (PAM)	The Percentage of pupil attendance in Primary Schools.	94.8% (3,262,430 of 3,441,713 sessions)	94.9% 19 th	94.6% (3,306,608 of 3,496,979)	Reported 3 rd quarter	—

(P) – Provisional data

4. Education – Schools cont.

PI Description			NPT Actual 2015/16 (2014/15 academic year)	All Wales 2016/17 (2015/16 academic year)	NPT Quarter 2 2016/17 (2015/16 full academic year)	NPT Quarter 2 2017/18 (2016/17 full academic year)	Direction of Improvement
41	EDU/009a (Local)	The average number of school days that permanently excluded pupils did not receive an offer of full time appropriate education provision during the academic year.	26.7 (240 days for 9 pupils)		35.0 (699 days for 20 pupils)	Reported 3 rd quarter	—
42	EDU/009b (Local)	The average number of school days that permanently excluded pupils did not receive an offer of part time appropriate education provision during the academic year.	11.9 (107 days for 9 pupils)		7.5 (149 days for 20 pupils)	Reported 3 rd quarter	—
43	PAM/009 (PAM)	Percentage of Year 11 leavers not in Education, Training or Employment (NEET).	3.6% (56 of 1,542 pupils)		3.6% (53 of 1,492 pupils)	Reported 4 th quarter	—

5. Education – Other

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
44	EDU/015a (Local)	The percentage of final statements of special education need issued within 26 weeks including exceptions.	10.5% (10 of 95 pupils)	45.5% (56 of 123 pupils)	77.4% 20th	37.2%* (29 of 78 pupils)	39.0%* (39 of 100 pupils)	↑
45	L(Yth)2+ (Local)	The percentage of 11 - 19 year olds in contact with the youth service.	31.31% (4,431 of 14,150)	36.70% (5,108 of 13,920)		19.1% (2,660 of 13,920)	24.47% (3,400 of 13,897)	↑
46	EDU/015b (Local)	The percentage of final statements of special education need issued within 26 weeks excluding exceptions.	100% (10 of 10 pupils)	100% (56 of 56 pupils)	95.4% Joint 1st	100%* (Qtr. 3) (29 of 29 Pupils)	95.12%* (Qtr. 3) (39 of 41 pupils)	v
47	L(FP)1+ (Local)	Number of full day childcare places provided.	2,003	2,281		2,569	2,283	↓
43	The fall can be attributed to a request from a number of establishments to be put on voluntary suspension for various reasons including low demand for childcare. NPTCBC are monitoring the situation to try and get a better understanding of why the numbers have reduced.							
48	L(SEN)1a (Local)	Number of children with new statements of special educational needs.	95	123		78* (Qtr. 3)	100* (Qtr. 3)	↓
49	L(SEN)1b (Local)	Total number of children with statements of special educational needs.	799	843		792* (Qtr. 3)	866* (Qtr. 3)	↓
	<p>The increase in the total number of statements of special education needs can be attributed to a greater number of pupils moving into NPT who are already in receipt of a Statement which the Local Authority has to adopt.</p> <p>The number of new statements of special education needs has been heavily influenced by a large increase in the number of parental requests for Statutory Assessments which have resulted in a Statement of special education needs.</p> <p>Due to increased information and publicity around Welsh Government's reform of ALN(additional Learning Needs) legislation, the number of requests received continues to increase.</p> <p>Performance over time is non-comparable for these indicators as they are largely influenced by third party services where the council has no control.</p>							

* Calendar year data – 9 months data – January to September

6a. Social Services Health & Wellbeing Indicators – Children and Young People Services

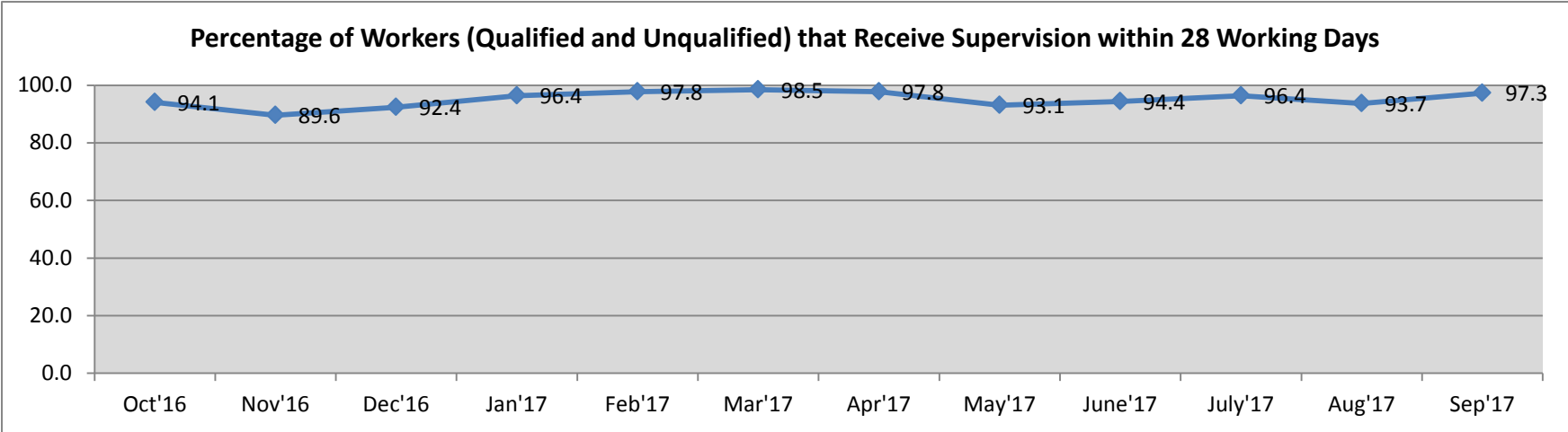
No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
50	PI 27	The percentage of re-registrations of children on the local authority Child Protection Register.	N/a New	7.8% (18 of 230)		6% (7 of 117)	6.6% (8 of 122)	↑
51	PI 24 PAM/028	The percentage of assessments completed for children within 42 days from point of referral. PAM reference: Percentage of child assessments completed in time.	N/a New	97.6% (1,197 of 1,226)		99.5% (631 of 634)	97.8% (2,799 of 2,861)	↑
52	PI 25	The percentage of children supported to live with their family.	N/a New	60.9% (598 of 982)		67.2% (716 of 1,065)	61.9% (623 of 1,006)	↓
Page 44	This PI is subject to regular fluctuation. Over the last 12 months, despite a decrease in overall caseload numbers, the LAC population has remained relatively steady, resulting in a smaller number of children being supported to live at home.							
53	PI 28	The average length of time (in days) for all children who were on the Child Protection Register during the year.	N/a New	233.1 days		226 days	312.2 days	↓
	This performance indicator is subject to regular fluctuation. Children will remain on the Child Protection Register for as long as is deemed necessary by a multi-agency of professionals and this will all depend on the circumstances and nature of each individual child's case. Therefore, the average length of time each child has been on the Child Protection Register at the point they are discharged will be different, meaning that this indicator will fluctuate significantly over time.							
54	PAM/027	Percentage of children satisfied with their care and support.	N/a New	N/a new		Populated by Welsh Government Annually		—
55	PI 26	The percentage of Looked After Children returned home from care during the year.	N/a New	14.8% (78 of 527)		Populated by Welsh Government Annually		—
56	PI 29a	The percentage of children receiving the core subject indicators at key stage 2.	N/a New	59.2% (29 of 49)		Populated by Welsh Government Annually		—
57	PI 29b	The percentage of children receiving the core subject indicators at key stage 4.	N/a New	17.5% (10 of 57)		Populated by Welsh Government Annually		—

6a. Social Services Health & Wellbeing Indicators – Children and Young People Services cont.

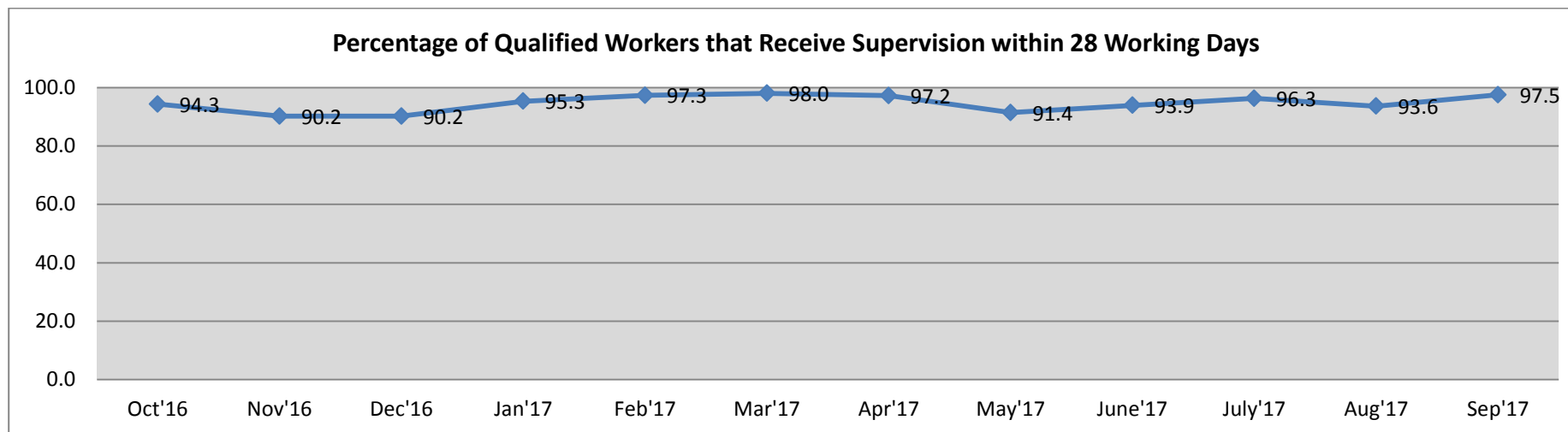
No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
58	PI 30	The percentage of children seen by a dentist within 3 months of becoming looked after.	N/a New	8.8% (3 of 34)			Reported Annually	—
59	PI 31	The percentage of Looked After Children at 31 st March registered with a GP within 10 working days of the start of their placement.	99.3%	99.5% (183 of 184)			Reported Annually	—
60	PI 32	The percentage of children looked after at 31 March who has experienced one or more change of school, during a period or periods of being looked after, which were not due to transitional arrangements, in the 12 months to 31 March.	9.4%	10.2% (22 of 215)	11.9%		Reported Annually	—
61	PI 33 PAM/029	The percentage of children looked after on 31 March who has had three or more placements during the year. PAM description: percentage of children in care who had to move 3 or more times.	8.8%	4.4% (17 of 384)	9.8%		Populated by Welsh Government Annually	—
62	PI 34a	The percentage of all care leavers who are in education, training or employment continuously for 12 months after leaving care.	N/a New	63.0% (29 of 46)			Reported Annually	—
63	PI34b	The percentage of all care leavers who are in education, training or employment continuously for 24 months after leaving care.	N/a New	44.8% (13 of 29)			Reported Annually	—
64	PI 35	The percentage of care leavers who have experienced homelessness during the year.	N/a New	1.1% (3 of 271)			Reported Annually	—

6b. Children and Young People's Services Key Performance Indicators - as reported to Social Care, Health and Well Being Cabinet Board on 30th November 2017 - non-cumulative data up to September 2017.

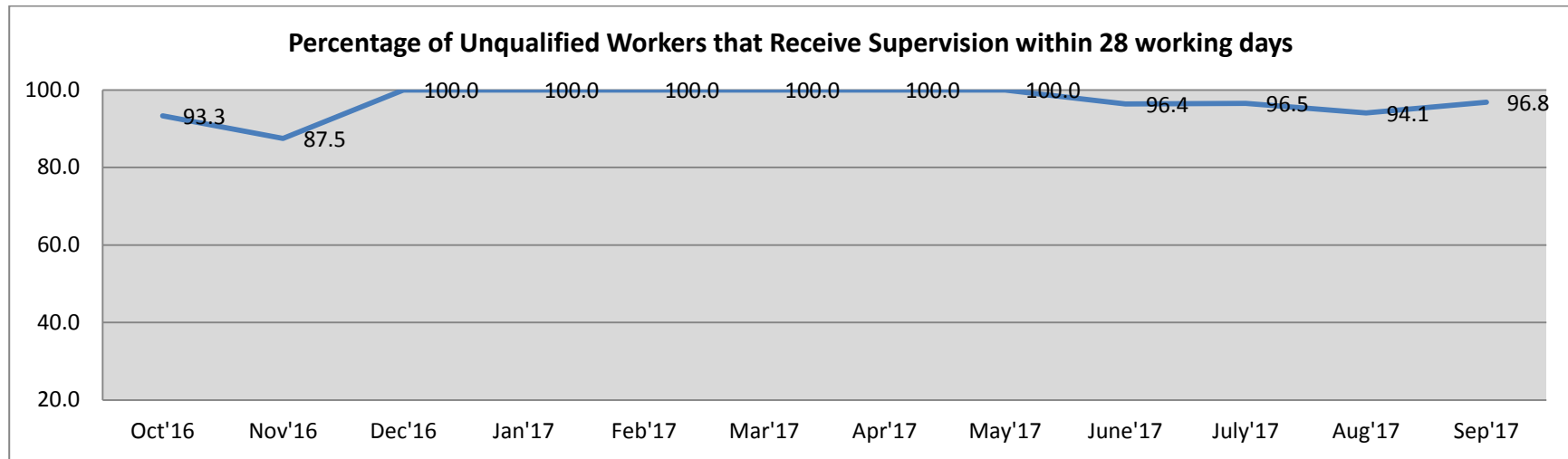
Priority Indicator 1 – Staff Supervision Rates



	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	June 2017	July 2017	Aug 2017	Sep 2017
Performance Indicator/Measure	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
The % of Qualified and Unqualified Workers that receive Supervision within 28 working days	94.1	89.6	92.4	96.4	97.8	98.5	97.8	93.1	94.4	96.4	93.7	97.3
Number of workers due Supervision	135	144	145	140	139	134	135	145	142	138	144	152
Of which, were undertaken in 28 working days	127	129	134	135	136	132	132	135	134	133	135	148



	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	June 2017	July 2017	Aug 2017	Sep 2017
Performance Indicator/Measure	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
The percentage of Qualified Workers that receive Supervision within 28 working days	94.3	90.2	90.2	95.3	97.3	98	97.2	91.4	93.9	96.3	93.6	97.5
Number of workers due Supervision	105	112	112	107	110	98	107	116	114	109	110	121
Of which, were undertaken in 28 working days	99	101	101	102	107	101	104	106	107	105	103	118



	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	June 2017	July 2017	Aug 2017	Sep 2017
Performance Indicator/Measure	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
The percentage of Unqualified Workers that receive Supervision within 28 working days	93.3	87.5	100	100	100	100	100	100	96.4	96.5	94.1	96.8
Number of workers due Supervision	30	32	33	33	29	31	28	29	28	29	34	31
Of which, were undertaken in 28 working days	28	28	33	33	29	31	28	29	27	28	32	30

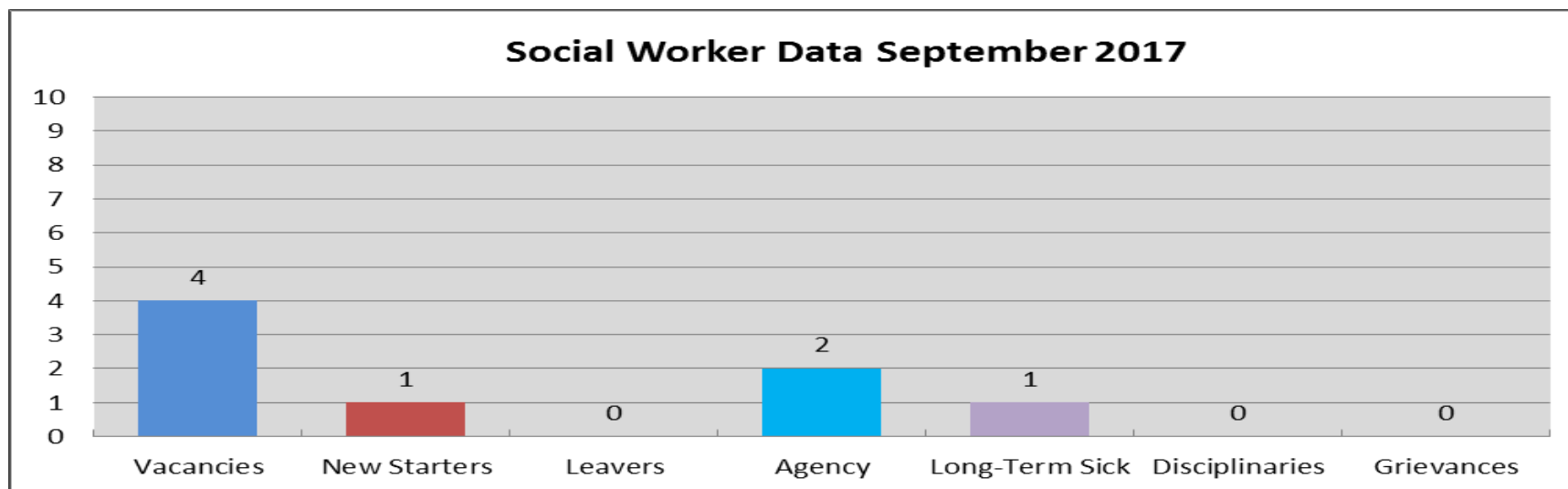
- **Priority Indicator 2 – Average Number of Cases held by Qualified Workers across the Service**

As at 30th September 2017	Workers, including Deputy Team Managers					
Team	Available Hours	FTE Equivalent	Team Caseload	Highest Worker Caseload	Lowest Worker Caseload	Average Caseload per Worker
Cwrt Sart	469.0	12.7	121	16	2	9.5
Disability Team	495.5	13.4	191	23	5	14.3
LAC Team	386.0	10.4	165	18	7	15.8
Llangatwg	481.0	13.0	164	13	11	12.6
Sandfields	360.0	9.7	111	14	7	11.4
Route 16	271.0	7.3	47	11	8	6.4
Dyffryn	395.0	10.7	110	16	6	10.3
Intake	499.0	13.5	90	14	1	6.7
Totals	3,356.50	90.7	999			
Average Caseload - CYPS				15.6	5.9	11.0

Please Note:

1. The above figures include cases held by Deputy Team Managers and Part-Time Workers.
2. The '*Available Hours*' does not include staff absences e.g. Sickness, Maternity, Placement, unless cover is being provided.

- **Priority Indicator 3 – The Number of Social Worker Vacancies (including number of starters/leavers/agency staff/long-term sickness), Disciplinary and Grievances across the Service**

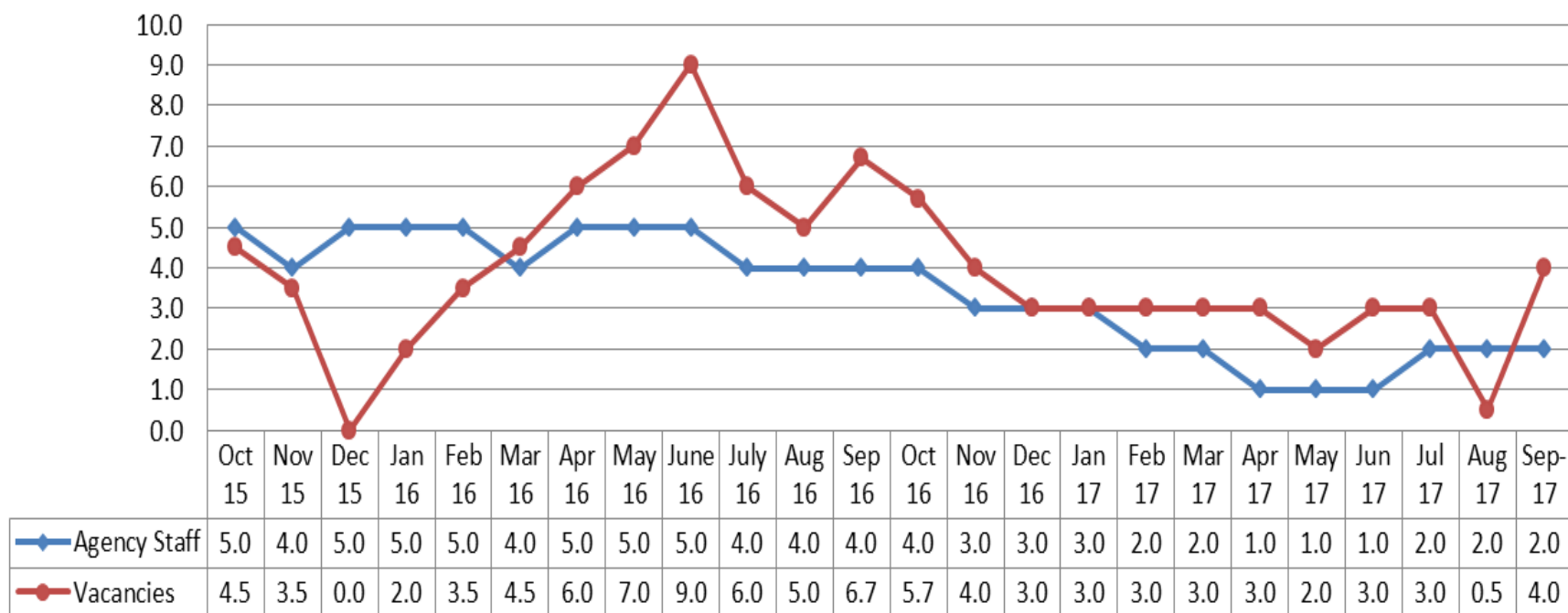


	Team Manager	Deputy Manager	Social Worker	Peripatetic Social Worker	IRO	Consultant Social Worker	Support Worker	Total
Vacancies			3		1			4
New Starters			1					1
Leavers								0
Agency			1		1			2
Long-Term Sick			1					1
Disciplinary								0
Grievances								0

Agency: - 1 - Conference and Review Service – covering maternity
1 - Fostering – covering sickness rehabilitation

Summary of Agency Staff and Vacancies across the Service

**Summary of Agency Staff and Vacancies Across the Service
(Oct 2015 - Sep 2017)**



- **Priority Indicator 4 – Thematic reports on the findings of Case file Audits**

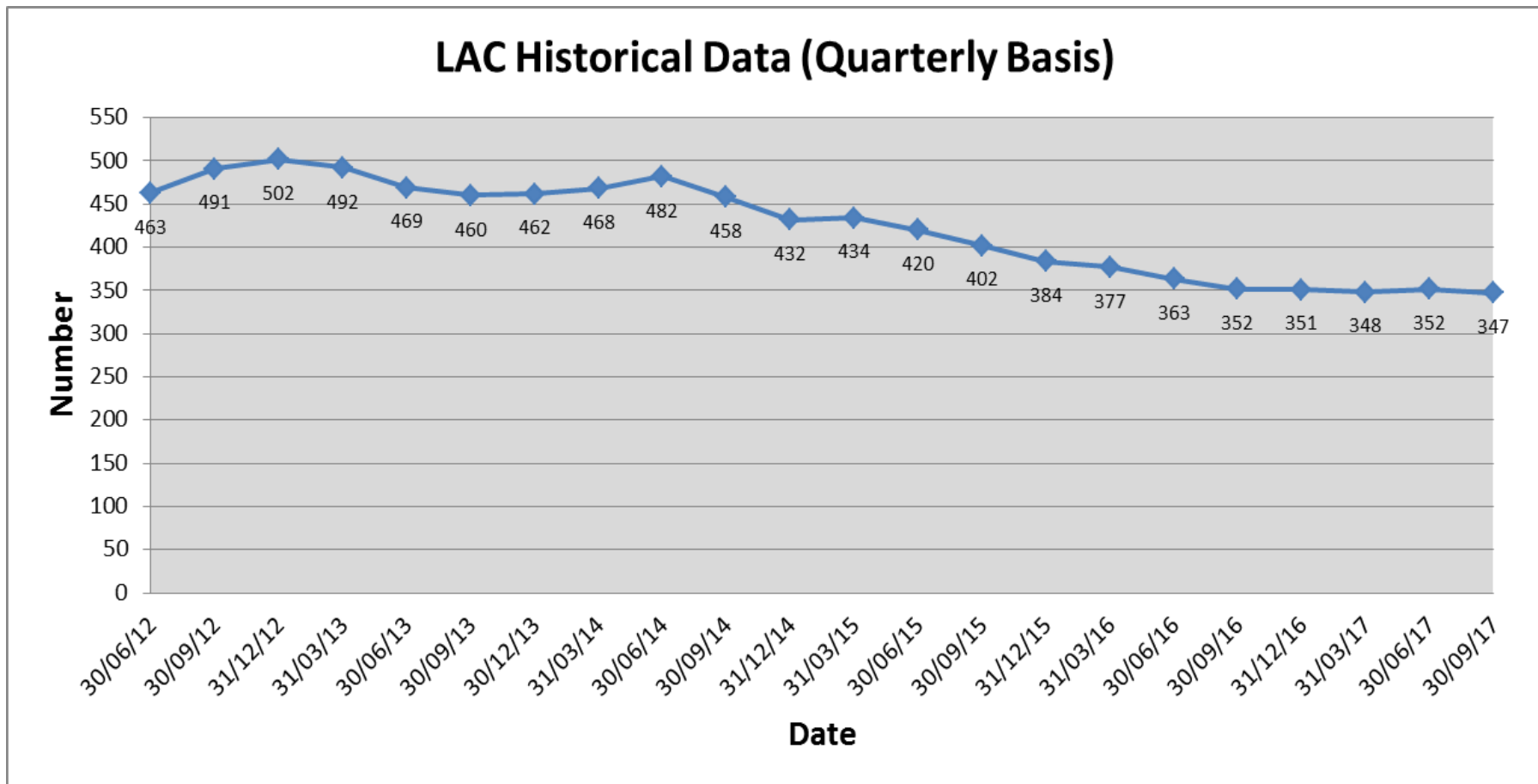
Quality Assurance Audits take place on a monthly basis within Children and Young People Services. The table below gives an overview of the thematic audits undertaken in quarter 2 (April to September 2017). More information in relation to this Priority Indicator e.g. what is working well, what we will improve and by what methods and next steps has been reported to [Social Care, Health and Wellbeing Cabinet Board on 30th November 2017](#).

Audits Completed

During this quarter there have been three thematic audits completed.

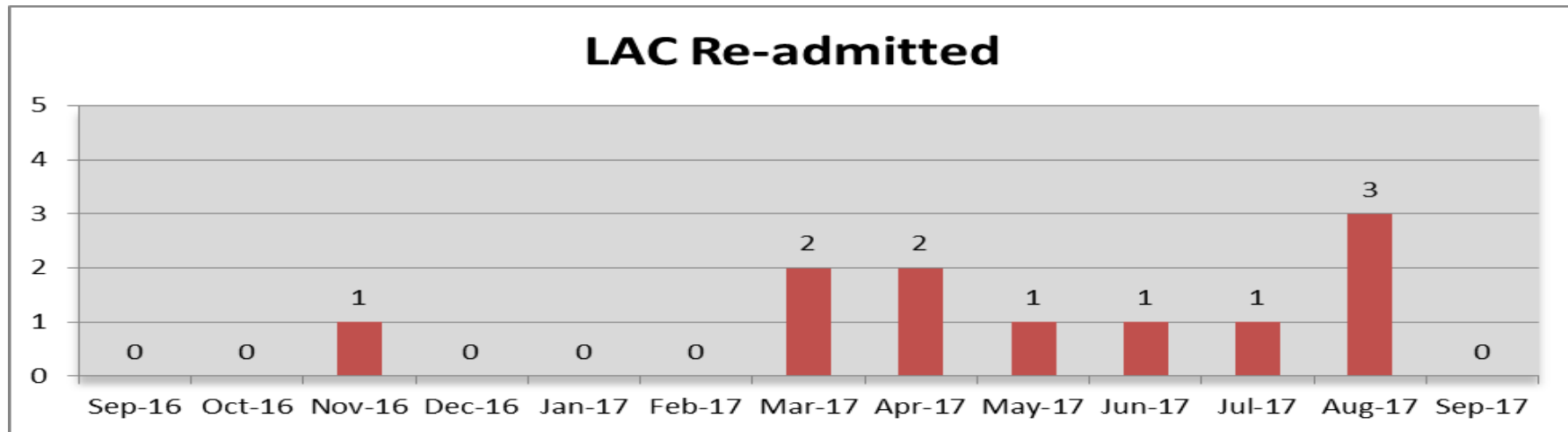
Audit Theme	Month Completed	Cases Audited
Placement Breakdown/Move	July 2017	26
Outcome Focussed Plans	August 2017	56
Personal Outcomes	Sept 2017	54

- **Priority Indicator 5 – Number of Looked After Children (Quarterly)**



Number of LAC as at 30/09/17 = 347

- **Priority Indicator 6 – The Number of children who have been discharged from care and subsequently re-admitted within a 12 month period.**



Date	Number Re-admitted
October 2016	0
November 2016	1
December 2016	0
January 2017	0
February 2017	0
March 2017	2
April 2017	2
May 2017	1
June 2017	1
July 2017	1
August 2017	3
September 2017	0

Reason for July 2017 re-admission into care within 12 months of being discharged: -

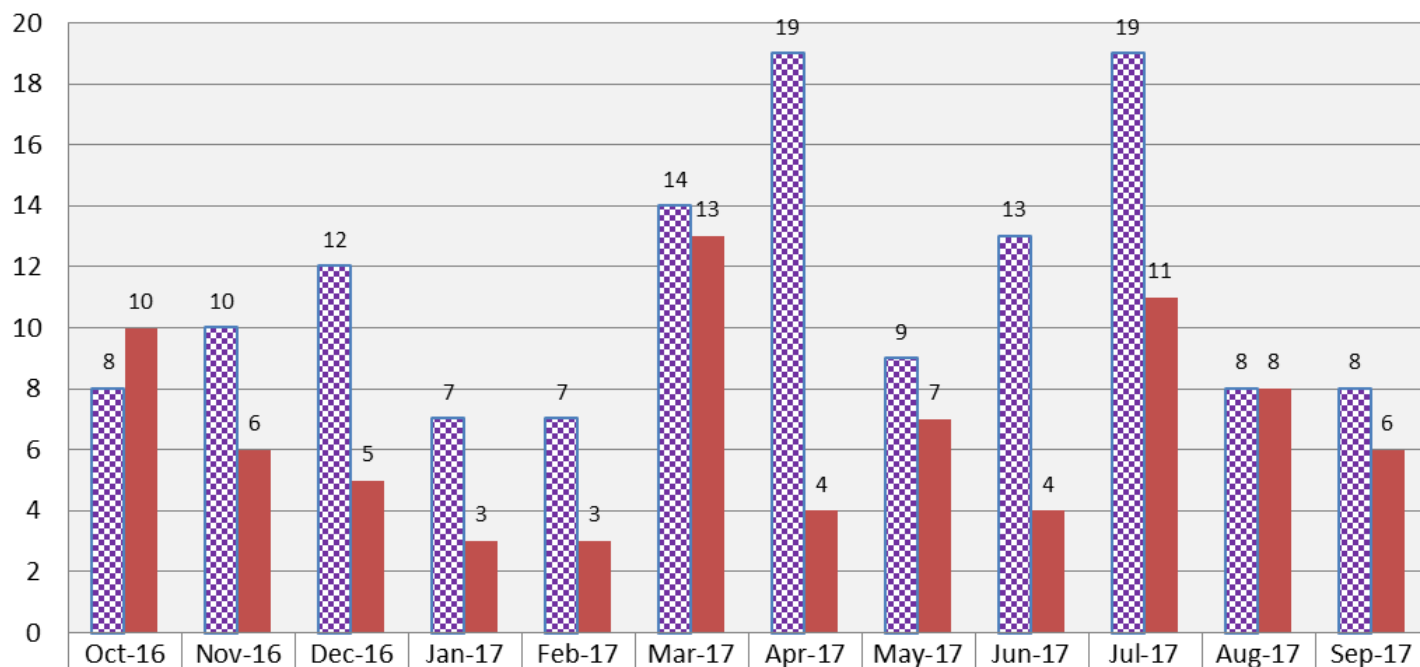
- There were some difficulties with Child A's previous placement from 06.06.17 onwards and this arrangement broke down on the 12.06.17. Child A's identified plan has always been to stay in long term foster care as it wasn't possible for Child A to return to family on a permanent basis following the recent placement breakdown. Subsequently a suitable placement was identified for Child A and moved there on the 04.07.17.

Reason for August 2017 re-admissions into care within 12 months of being discharged: -

- Siblings Child "A" and Child "B" went into respite on December 12th 2016 for 2 nights, due to their brother's birth at home and parents' inability to care for all 3 children at time. Following completion of a parenting assessment and PAMS (Parent Assessment Manuals) assessment the LA issued care proceedings. The court granted Interim Care Order in respect of all three children on August 22nd 2017 and the subsequent Final Court Hearing on August 30th 2017, The Judge granted Care and Placement Orders. The LA's plan for all three children is one of adoption, which was ratified by ADM (Agency Decision Making) on August 10th 2017.
- Child "C" was re-admitted into care on 07.08.2017 due to being arrested for threats against the family. Originally respite was agreed for a period of a few nights, as respite care was part of his care plan to support the family due to the child's destructive and challenging behaviour. On 08.08.17 upon attending resource panel following the incident, his status changed to LAC as advised by the Principal Officer. He remained in respite until the 1.09.17 where parents withdrew their consent and he returned home.

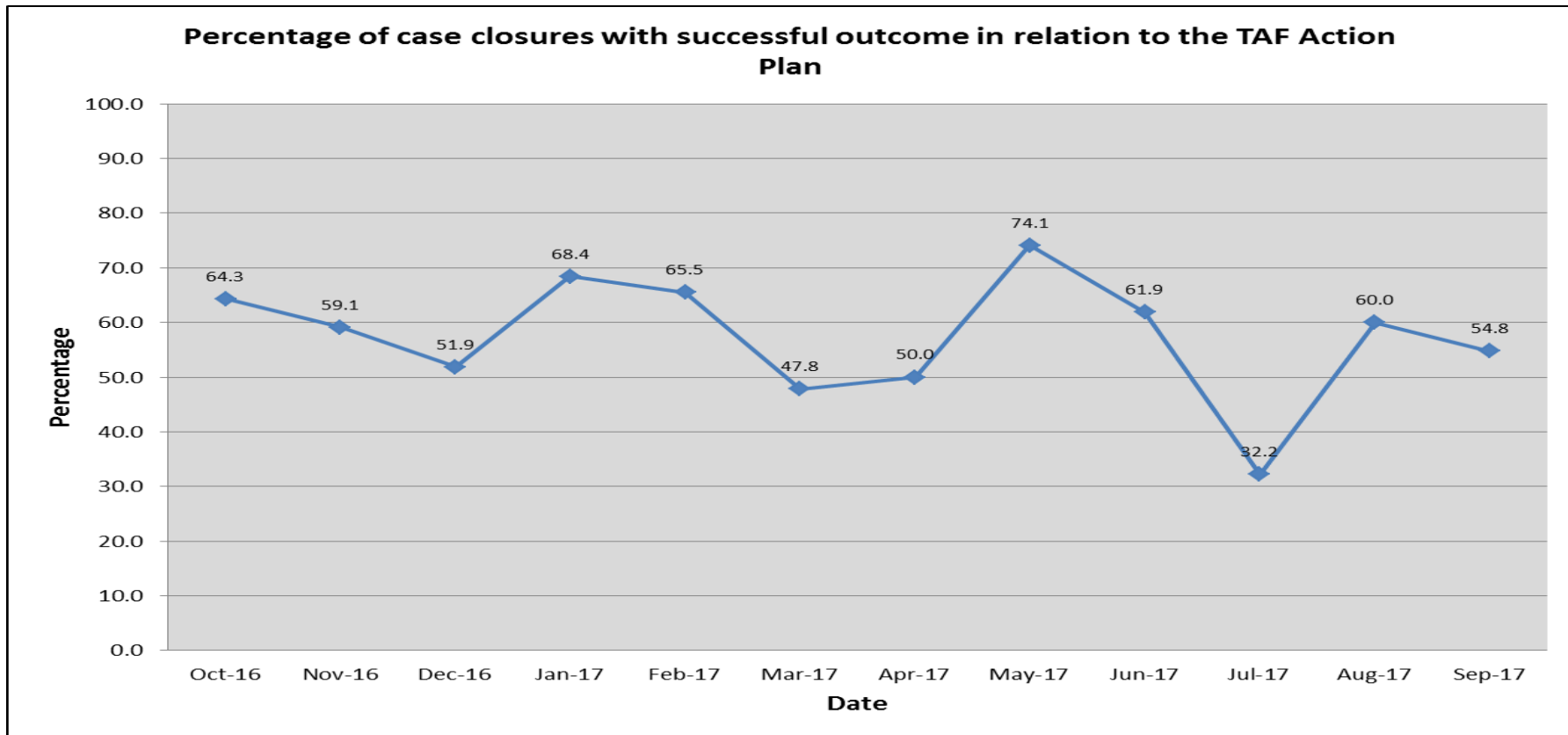
- **Priority Indicator 7 – The Number of Cases ‘Stepped Down / Stepped Up’ between Team Around the Family (TAF) and CYPS**

Number of Cases 'Stepped Down' to TAF / 'Stepped Back Up' to CYPS

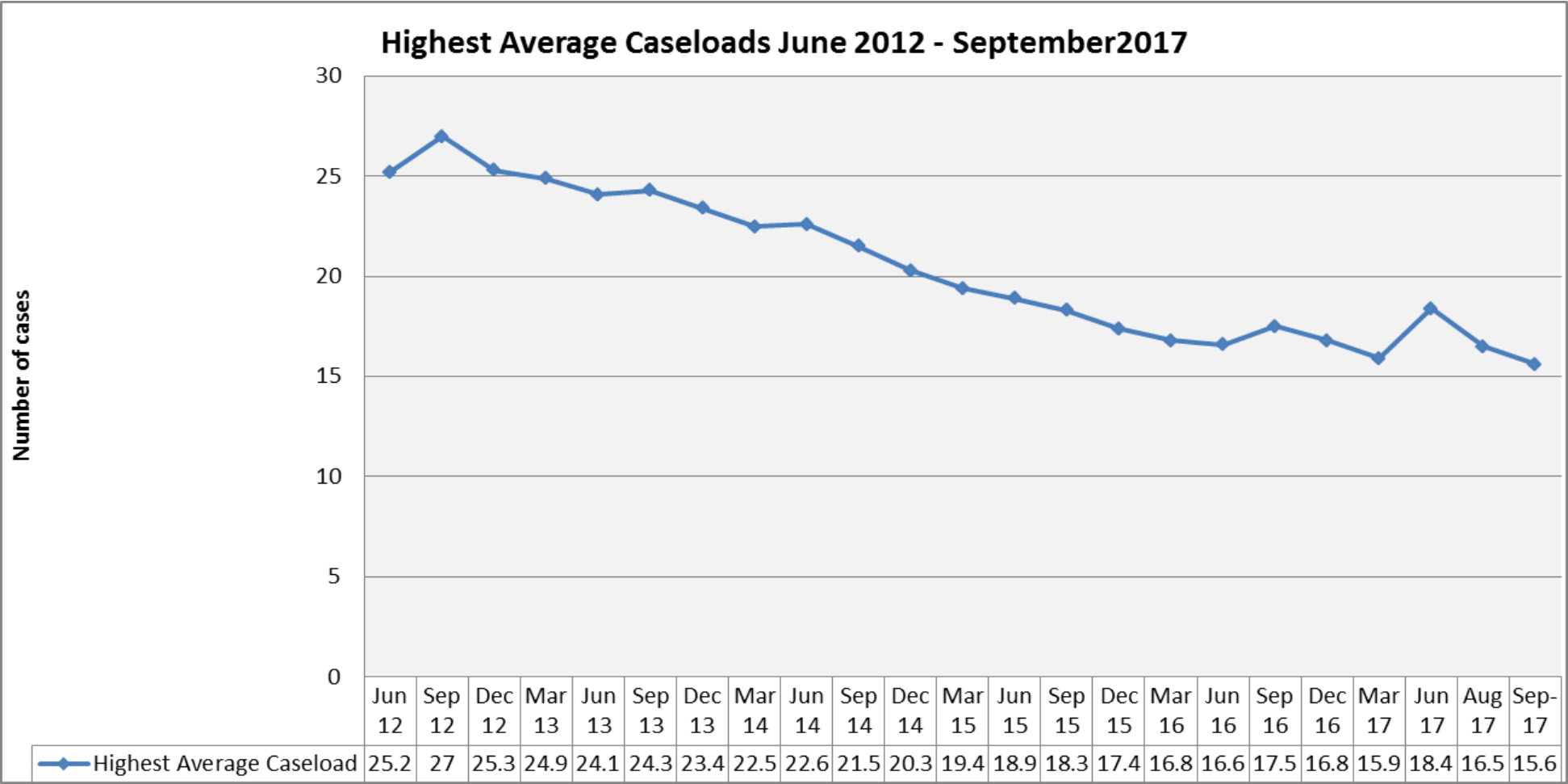


Cases Stepped Down	8	10	12	7	7	14	19	9	13	19	8	8
Cases Stepped Up	10	6	5	3	3	13	4	7	4	11	8	6

- **Priority Indicator 8 – The percentage of Team Around the Family cases that were closed due to the achievement of a successful outcome in relation to the plan: –**



Section 3 – Highest Average Caseloads June 2012 – September 2017



7a Performance Indicators - Adults Services

No	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
65	PI/4	Number of carer assessments that were refused by carers during the year.	N/a New	73		42	28	↑
66	PI/11	Number of adults with a care and support plan who received the following services during the year; Dom care, Day care, Respite, Reablement, Equipment, Adaptations, DP, supported Acc., Sheltered Acc., Adult placements, Adult care homes, Telecare, Advocacy, Recreational, leisure and lifelong services.	N/a New	2,567		2,937	2,822	↑
67	PI/2	Number of assessments of need for care and support undertaken during the year;	N/a New	1,548		364	584	↑
68	PI/2(i)	Of which, the number of assessments that led to a care and support plan.		1,206		303	500	↑
69	PI/12	Number of adults who paid the maximum weekly charge towards the cost of care and support or support for carers during the year.	N/a New	46		25	40	↑
70	PI/19 PAM/025 (PAM)	Rate of people kept in hospital while waiting for social care per 1,000 population aged 75+.	4.36	3.88 (49 of 12,639)	Not available as yet	3.60	1.26	↑
71	PI/21	The average length of time adults (aged 65 and over) are supported in residential care homes.	N/a New	819 (390,757/477)		784	774 (379,387/ of 490)	↑

7a Performance Indicators - Adults Services cont.

No	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
72	PI/5	Number of assessments of need for care and support for adults undertaken during the year whilst in the secure estate;	N/a New	0		0	0	↔
73	PI/5i	Of which, the number of assessments that led to a care and support plan.	0	0		0	0	↔
74	PI/6	Number of requests for re-assessment of need for care and support and need for support made by an adult during the year: a) in the secure estate	0	0		0 (a)	0	↔
		Number of requests for re-assessment of need for care and support and need for support made by an adult during the year: b) all other adults and carers	N/A New	0		0 (b)	0	↔
75	PI/6i	Of which, the number of re-assessments undertaken on: a) adults in the secure estate		0		0 (a)	0	↔
		Of which, the number of re-assessments undertaken on: b) all other adults and carers		0		0 (b)	0	↔
76	PI/6ii	Of which, the number of re-assessments that led to a care and support plan or a support plan on : a) In the secure estate		0		0 (a)	0	↔
		Of which, the number of re-assessments that led to a care and support plan or a support plan on : b) all other adults and carers		0		0 (b)	0	↔

7a Performance Indicators - Adults Services cont.

No	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
77	PI/22	Average age of adults entering residential care homes.	N/a New	83 (184 of 15,290)		83	83 (8,345/101)	↔
78	PI/7	Number of care and support plans and support plans that were reviewed during the year;	N/a New	2,004		759	661	↓
79	PI/7i	Of which, the number of plans that were reviewed within agreed timescales.		1,050		352	406	↑
80	Plans are in place to improve the performance of this PI/7 which seeks to streamline current processes and maximise workforce output. This is evidenced by the increase in the number of reviews completed within timescale from 46% to 61%.							
	PI/1	Number of adults who received advice or assistance from the information, advice and assistance service during the year.	N/a New	2.342		2,319	1,204	↓
Reduction is due to changes in the way that the data is collected, as instructed by Welsh Government.								
81	PI/3	Number of assessments of need for support for carers undertaken during the year;	N/a New	355		173	153	↓
82	PI/3(i)	Of which, the number of assessments that led to a support plan.		16		12	4	↓
It is difficult to gage performance on carer's assessments; each carer identified is offered an assessment however it is the individuals choice as to whether they accept the offer. In all cases carer's are provided with information on the various avenues of support available to them.								
83	PI/13	Number of adults who paid a flat rate charge for care and support or support for carers during the year.	N/a New	2,033		2,794	1,980	↓

7a Performance Indicators - Adults Services cont.

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
84	PI/14	Number of adults who were charged for care and support or support for carers during the year.	N/a New	2,262		2,527	2,340	↓
	Information from PI/13 and 14 is provided directly from Finance who invoice on an ad hoc basis, therefore this figure will be sporadic throughout the year. A decrease in both can also be attributed to a fall in the number of people receiving adult social care this quarter.							
85	PAM/024 (PAM)	Percentage of adults satisfied with their care and support.	N/a New	N/a New		N/a New	N/a New	—
86	PAM/026 (PAM)	Percentage of carers that feel supported.	N/a New	N/a New		N/a New	N/a New	—
	Data for the two measures above will be taken from the Adult and Carer's citizen survey for 2017/18 which will not be available until quarter 4.							
88	PI/20a	The percentage of adults who completed a period of reablement and have a reduced package of care and support 6 months later.	N/a New	N/a New		Systems currently being developed to capture data	19.4% (7 of 36)	—
	PI/20b	The percentage of adults who completed a period of reablement and have no package of support 6 months later.					36.1% (13 of 36)	—

7a. Performance Indicators - Adults Services cont.

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
89	PI/8	Number of requests for review of care and support plans and support plans for carers before agreed timescales made by an adult during the year;	N/a new	9		0	0	—
90	PI/8i	Of which, the number of reviews undertaken.		9		0	0	—
91	PI/9	Number of adults who received a service provided through a social enterprise, co-operative, user led or third sector organisation during the year.	N/a New	0		0	0	—
92	PI/10	Number of adults who received care and support who were in employment during the year.	N/a New	16		10	15	—
93	PI/23	The percentage of adults who have received advice and assistance from the information, advice and assistance service and have not contacted the service for 6 months.	N/a New	Systems being developed		Systems currently being developed to capture data		—

8. Homelessness

No	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
94	PAM/012 (PAM)	Percentage of households successfully prevented from becoming homeless.	52.2%	55% (196 of 359)		Data to be reported in quarter 3		—
95	HOS/003 (Local)	The percentage of households for which homelessness was successfully relieved.	45.7%	42% (180 of 425)	41%			—
96	HOS/004 (Local)	The percentage of those households for which a final duty was successfully discharged.	54.5%	65% (63 of 97)	81%			—
97	HOS/005 (Local)	The overall percentage of successful outcomes for assisted households.	45.8%	50% (439 of 881)	54%			—

In Quarter 1 we reported the following The previously reported 2016/17 year end data was generally found to be under-reported by the service's database and has now been corrected within the data tables within this report. In this context, the data for this quarter again appears generally low so our IT colleagues have been asked to look at this issue, as result data will not be reported until quarter 2'. Good progress has been made in resolving this but the issue is still on going, we anticipate reporting accurate data in quarter 3

64	9. Housing - Private Sector Renewal					
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No	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
98	PSR/009a (local)	The average number of calendar days taken to deliver a Disabled Facilities Grant for: Children and young people.	354	451 (8,122 days/ 18 DFGs)		404	435	↓
	The average number of calendar days taken to deliver Disabled Facilities Grants for Children and young people has increased during this period. This is attributed to an increase in more complex adaptations completed during this period.							
99	PSR/009b (local)	The average number of calendar days taken to deliver a Disabled Facilities Grant for: Adults.	220	219 (63,829 days/ 292 DFG's)		213	221	↓
	The average number of calendar days taken to deliver Disabled Facilities Grants for Adults has increased during this period. This is attributed to an increase in more complex adaptations completed during this period.							

9. Housing - Private Sector Renewal con't

No	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
100	PAM/015 (PAM)	The average number of calendar days taken to deliver a Disabled Facilities Grant.	228	232 (71,951 days/ 310 DFG's)	224 11 th	222	231	↓
	The average number of calendar days taken to deliver a Disabled Facilities Grant has increased during this period. This is attributed to an increase in more complex adaptations completed during this period.							
101	PSR/007a (local)	Of the Houses in Multiple Occupation known to the local authority, the percentage that: Have a full license.	1.35%	1.36%		1.34%	1.10% (5 of 455)	v
102	PAM/013 (PAM)	Percentage of empty private properties brought back into use.	N/a new	N/a new	N/a new	Reported Annually		—
103	PAM/014 (PAM)	Number of new homes created as a result of bringing empty properties back into use.	N/a new	N/a new		Reported Annually		—
104	PSR/007b (local)	Of the Houses in Multiple Occupation known to the local authority, the percentage that: Have been issued with a conditional license.	0%	0%		0%	0%	—
105	PSR/007c (local)	Of the Houses in Multiple Occupation known to the local authority, the percentage that: Are subject to enforcement activity.	0%	0%		0%	0%	—

10. Planning and Regulatory Services - Public Protection

No	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
106	PAM/023 (PAM)	The percentage of food establishments that met food hygiene standards.	92.7%	94.92%	95.16% 13 th	92.84%	94.99% (1,061 of 1,117)	↑
107	PPN/001i (local)	The percentage of high risk businesses that were liable to a programmed inspection that were inspected for Trading Standards.	100%	95.6%		50%	66.67% (12 of 18)	↑
108	PPN/007ii (local)	The percentage of high risk businesses that have been inspected by Trading Standards is higher than the same time last year. The team that largely deals with the inspection programme is currently working to achieve its proactive obligations whilst reactive demand is lower. Some investigations have begun as a result of these inspections, reflecting the risk of the business. This should not affect the section meeting the 100% target.						
		The percentage of significant breaches that were rectified by intervention during the year for Animal Health.	100%	81.8%		66.7%	85.71% (6 of 7)	↑
109	PPN/001ii (local)	The percentage of high risk businesses that were liable to a programmed inspection that were inspected for Food Hygiene.	100%	100%		47%	44% (152 of 346)	v
110	PPN/008ii (local)	The percentage of new businesses identified which were subject to a risk assessment visit or returned a self-assessment questionnaire during the year: Food Hygiene.	92%	97%		87%	82% (33 of 40)	↓
All businesses are coached and advised prior to the commencement of trading to help raise standards and attain legal compliance. The risk assessment inspection can only take place when the business is trading, therefore, there is always a lag period between food businesses becoming registered and actually having an unannounced inspection.								

10. Planning and Regulatory Services - Public Protection – cont.

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
111	PPN/001iii (local)	The percentage of high risk businesses that were liable to a programmed inspection that were inspected for Animal Health.	100%	100%		60%	33.33% (2 and 6)	↓
	The majority of animal health significant breaches have been rectified, but this has meant that there has been a drop in the number of high risk premises being inspected as resources have been allocated to complaints and investigations. It is anticipated that both figures will improve by the end of the financial year.							
112	PPN/007i (local)	The percentage of significant breaches that were rectified by intervention during the year for Trading Standards.	73.5%	79.2%		56.8%	42.86% (9 of 21)	↓
	The percentage of significant breaches that were rectified by intervention has dropped for Trading Standards (42.68% in comparison to 56.8%). This reflects the longer, more complex investigations that the department is undertaking. It is anticipated that this proportion will increase by the end of the year.							

11. Planning and Regulatory Services – Planning

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
113	PLA/004b (local)	The percentage of minor planning applications determined during the year within 8 weeks.	66.1%	63.1% (123 of 195 applications)		57.7% (60 of 104 applications)	79.2% (99 of 125 applications)	↑
114	PLA/004c (local)	The percentage of householder planning applications determined during the year within 8 weeks.	95.1%	95.3% (284 of 298 applications)		94.2% (145 of 154 applications)	97.5% (156 of 160 applications)	↑
115	PLA/004d (local)	The percentage of all other planning applications determined during the year within 8 weeks.	79%	77.5% (224 of 289 applications)		74.8% (107 of 143 applications)	82.6% (119 of 144 applications)	↑
116	PLA/M004 (local)	The percentage of major planning applications determined during the year within 8 weeks.	16%	14.8% (4 of 27 applications)		14.3% (1 of 7 applications)	50% (4 of 8 applications)	↑
117	PLA/002 (local)	The percentage of applications for development determined during the year that were approved.	96.3%	97.3% (787 of 809 applications)		96.6% (394 of 408 applications)	94.7% (414 of 437 applications)	v
118	PLA/M002 (local)	Average time taken from receipt of application to date decision is issued – days.	96.1 days	85.8 days (69,442 days/ 809 applications)		85.5 days (34,893 days/ 408 applications)	88.7 days (38,783 days/ 437 applications)	v

11. Planning and Regulatory Services – Planning cont.

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
119	PLA/M001 (local)	Average time taken from receipt of application to validation of application – days.	31.5 days	14.2 days (11,509 days/ 809 applications)		15.8 days (6,432 days/ 408 applications)	18.1 days (7,921 days/ 437 applications)	↓
120	Although increasing from the previous year's figures, the receipt to validation figures (PLA/M001) together with the receipt to decision issued figures (PLA/M002) are both skewed by a number of very old applications, including a number where applications have been "re-registered" for procedural reasons (thus significantly increasing the receipt – valid time), which have distorted the overall figures and unfairly reflect the overall day to day performance. Consideration is to be given to the possibility of changing this to exclude re-registered applications going forward given that they distort overall performance.							
121	PAM/018 (PAM)	Percentage of all planning applications determined in time.	Na/ new	Na/ new		New indicator	97.3% (425 of 437 applications)	—
122	PAM/019 (PAM)	Percentage of planning appeals dismissed.	Na/ new	Na/ new		New Indicator	63.6% (7 of 11 appeals)	—

12. Planning and Regulatory Services – Building Control

123	BCT/004 (local)	Percentage of Building Control 'full plan' applications checked within 15 working days during the year.	95.12%	95.95% (142 of 148)		93.9%	98.71% (77 of 78)	↑
124	BCT/007 (local)	The percentage of 'full plan' applications approved first time.	99.02%	96.62% (143 of 148)		95.12%	97.44% (76 of 78)	↑

13. Economic Development

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
125	L(ED) 3 (local)	Number of business enquiries resulting in advice, information or financial support being given to existing companies through Business Services.	584	628		225	256	↑
126	L(ED) 2 (local)	Number of new business start-up enquiries assisted through Business Services.	271	341		173	119	↓
	The number of people attending the Council's Enterprise Club, which provides advice and guidance on self-employment, was slower than anticipated during the first 3 months of the year. However in this quarter have risen significantly and we anticipate outputs will be more in line with expectations by the end of the next quarter.							
127	L(ED) 1 (local)	Number of jobs created as a result of financial support by the Local Authority.	184	131		119	21	↓
	Even though outputs are down on the same period last year, the Team are currently working on a number of funding applications from local businesses to support investments in areas such as capital equipment, website development, accreditations, training and general marketing activities. It is anticipated therefore that performance will increase significantly by the end of the financial year.							

14. Corporate Health – Asset Management

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
128	CAM/001ai (local)	The percentage of the gross internal area of the local authority's buildings in condition categories: A – Good	7.68%	15.02%		Reported Annually		—
129	CAM/001aii (local)	The percentage of the gross internal area of the local authority's buildings in condition categories: B – Satisfactory	42.83%	43.33%				—
130	CAM/001aiii (local)	The percentage of the gross internal area of the local authority's buildings in condition categories: C – Poor	38.22%	32.26%				—
131	CAM/001aiv (local)	The percentage of the gross internal area of the local authority's buildings in condition categories: D – Bad	11.27%	9.39%				—
132	CAM//001bi (local)	The percentage of the total value of required maintenance for the local authority's buildings assigned to works of priority level: 1 – Urgent work	21.95%	19.44%				—
133	CAM/001bii (local)	The percentage of the total value of required maintenance for the local authority's buildings assigned to works of priority level: 2 – Essential work	50.76%	50.03%				—
134	CAM/001biii (local)	The percentage of the total value of required maintenance for the local authority's buildings assigned to works of priority level: 3 – Desirable work	27.29%	30.53%				—
135	CAM/037 (local)	The percentage change in the average Display Energy Certificate (DEC) score within local authority public buildings over 1,000 square metres.	4.4%	2.8%	1.9%			—

15. Leisure and Libraries

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
136	PAM/017 (PAM)	The number of visits to leisure centres per 1,000 population.	5,331 (748,992 visits)	8,005 (1,128,704 visits)	8,387 15 th	2,825 (396,943 visits)	3,566 (504,860 visits)	↑
137	PAM/016 (PAM)	The number Library visits per 1,000 population.	5,745 (807,077 visits)	5,738 (808,966 visits)	5,480 7 th	2,957 (416,909 visits)	2,807 (397,500 visits)	↓
The fall can be attributed to a number of key library staff being unable to attend work (sickness) therefore there has been a decrease in the number of activities on offer.								
138	LCL/004 (local)	The number of library materials issued, during the year, per 1,000 population.	3,071 (431,549 issued)	2,961 (417,407 issued)		1,539 (216,998 issued)	1,442 (204,133 issued)	↓
The fall can be attributed to the continuing shortfall in the book budget, the timing of books issued to playgroups and technical difficulties with the Library Management System which are being investigated.								
139	LCL/002a (local)	The number of publicly accessible computers per 10,000 population.	6	6		—	Reported 4 th Qtr.	—
140	LCL/002b (local)	The percentage of available computer hours, in use.	42%	39%		—	Reported 4 th Qtr.	—
141	LCL/003 (local)	The percentage of library material requests supplied within 7 calendar days.	76%	75% (127 of 170)		—	Reported 3 rd Qtr.	—

16. Environment & Transport – Waste Management

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
142	PAM/030 (PAM)	Percentage of waste, reused, recycled or composted.	58.32%	62.77% (43,534 of 69,355 tonnes)	63.81% 16th	63.68%	63.72% (24,364 of 38,238)	↑
143	WMT/010ii (local)	The percentage of local authority municipal waste recycled.	37.68%	45.44% (31,515 of 69,355 tonnes)		42.07%	45.13% (17,258 of 38,237)	↑
		a) Incinerator Bottom Ash recycling rate	1.97%	3.44% (2,386 of 69,355 tonnes)		4.34%	3.94% (1,507 of 38,237)	↓
		b) Kerbside dry recycling rate	16.40%	18.31% (12,700 of 69,355 tonnes)		17.17%	18.52% (7,080 of 38,238)	↑
		c) Household Waste Recycling centres dry recycling rate	19.31%	23.69% (16,430 of 69,355 tonnes)		20.55%	22.68% (8,671 of 38,238)	↑
144	WMT/012 (local)	The percentage of local authority collected municipal waste used to recover heat and power.	29.2%	33.40% (23,165 of 69,355 tonnes)		33.5%	30.2% (11,557 of 38,238)	↓
145	PAM/031 (PAM)	Percentage of waste sent to landfill.	14.04%	10.87% (7,539 of 69,355 tonnes)	9.6% 15th	8.0%	11.0% (4,213 of 38,237)	↓

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
16. Environment & Transport – Waste Management - cont.								
146	WMT/010i (local)	The percentage of local authority municipal waste: Prepared for re-use.	0.45%	0.44% (308 of 69,355 tonnes)		0.52%	0.40% (155 of 38,238)	▼
147	WMT/010iii (local)	The percentage of local authority municipal waste: Collected as source segregated bio-wastes and composted or treated biologically in another way.	19.88%	16.89% (11,711 of 69,355 tonnes)		21.10%	18.18% (6,951 of 38,237)	▼
17. Environment & Transport – Transport and Highways								
Page 74 148	THS/007 (local)	The percentage of adults aged 60 or over who hold a concessionary bus pass.	92.1%	93.75% (35,070 out of 37,409)	87.0% 5 th	92.8%	83.95% (31,762 of 37,836)	↓
	The percentage of adults over 60 who hold a bus pass has decreased due to data cleansing and introduction by bus operators of technology to remove inactive cards.							
149	THS/009 (local)	The average number of calendar days taken to repair street lamp failures during the year.	1.55	1.81		1.90	-	—
	The calculation of the PI has been temporarily suspended until software changes are implemented which will correct a problem that has been identified in the data collection.							
150	PAM/020 (PAM)	The percentage of A roads in overall poor condition.	4.5%	4.1%		Reported Annually		—
151	PAM/021 (PAM)	The percentage of B roads in overall poor condition.	2.6%	2.4%				—
152	PAM/022 (PAM)	The percentage of C roads in overall poor condition.	5.9%	5.4%		Reported Annually		—

18. Environment & Transport - Street Scene

No.	PI Reference	PI Description	NPT Actual 2015/16	NPT Actual 2016/17	All Wales 2016/17	NPT Quarter 2 2016/17	NPT Quarter 2 2017/18	Direction of Improvement
153	PAM/010 (PAM)	The percentage of streets that are clean.	93.57%	94.14%	96.6% 15 th	Reported Annually		—
154	PAM/011 (PAM)	The percentage fly tipping incidents cleared in 5 days.	67.67%	69.68%	95.37% 21 st			—
155	STS/005a (local)	The cleanliness indicator.	70.5%	68.85%				—

Section 3: Compliments and Complaints

2017/2018– Quarter 2 (1st April 2017 – 30th September 2017) – Cumulative data

	Performance Key
↑	Improvement : Reduction in Complaints/ Increase in Compliments
↔	No change in the number of Complaints/Compliments
v	Increase in Complaints but within 5%/ Reduction in Compliments but within 5% of previous year.
↓	Increase in Complaints by 5% or more/ Reduction in Compliments by 5% or more of previous year.

CHIEF EXECUTIVE'S AND FINANCE AND CORPORATE SERVICES
(Policy & Resources Cabinet Board)

No.	PI Description	Full year 2015/16	Full year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
1	<u>Total Complaints - Stage 1</u>	29	32	13	23	↓
	a - Complaints - Stage 1 upheld	9	6	4	4	
	b - Complaints - Stage 1 <u>not</u> upheld	16	25	9	18	
	c - Complaints - Stage 1 partially upheld	4	1	0	1	
Page 27	<u>Total Complaints - Stage 2</u>	3	7	2	1	↑
	a - Complaints - Stage 2 upheld	0	1	0	0	
	b - Complaints - Stage 2 <u>not</u> upheld	2	6	2	0	
	c - Complaints - Stage 2 partially upheld	1	0	0	1	
3	<u>Total - Ombudsman investigations</u>	0	0	0	0	↔
	a - Complaints - Ombudsman investigations upheld	0	0	0	0	
	b - Complaints - Ombudsman investigations <u>not</u> upheld	0	0	0	0	

No.	PI Description	Full year 2015/16	Full year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
4	Number of Compliments	226	190	74	80	↑
	<p>Summary Stage 1 - Cumulative complaints have increased in comparison to quarter 2 of 2016/2017 with a total of 23 complaints received as opposed to 13 for the same quarter of 2016/17. Within quarter 2 of 2017/2018, 14 complaints have been received, 1 was upheld in relation to Council Tax where a mix-up occurred in respect of the cancellation and setting up of a direct debit, this resulted in a reminder letter being issued. A new direct debit and payment plan were arranged and apology given. Two complaints in respect of bulk collection bookings were upheld, one resulted in a customer's collection not being picked up on the date originally quoted and the second complaint was in respect of an employee asking the customer whether she had internet access to book on-line and thus promoting Digital Channels whereby the customer advised she wanted to use the telephone service and put the telephone down on staff member. In both cases appropriate re-training has been supplied to the staff members. One complaint in relation to the One Stop Shop was partially upheld where wrong advice was initially given to a customer, this was rectified and an apology was given. Ten complaints in the three month period (July to September) were not upheld.</p> <p>Stage 2 - No complaints have been received in this quarter, however, one was received in the last quarter which was partially upheld.</p> <p>A total of 39 compliments were received in quarter 2 this year which was a slight increase for the same quarter last year, 2017/18 compliments relate to:-</p> <p>4 – Mayoral Services – received in relation to organisation of Mayor's annual Civic Sunday, visit of the 14th Signal Regiment (Electronic Warfare) and attendance of event by the Deputy Mayor and Mayoress.</p> <p>1 – Council Tax in respect of helpful staff</p> <p>7 – Licensing – in respect of staff for being prompt and providing assistance.</p> <p>1 – Corporate Strategy for facilitating a meeting.</p> <p>11 – Customer Services and One Stop Shop thanks to staff for being professional, very helpful, polite and supportive. One gentleman was pleased that he was able to conduct his business in Welsh.</p> <p>3 – Benefits in respect of helpful, warm, friendly and efficient staff.</p> <p>1 – Childcare from a QC in respect of the efficiency and professionalism of a staff member which helped keep court proceedings on track</p> <p>10 – Community Safety – staff being helpful, providing invaluable guidance, and professional services provided</p> <p>1 – Financial Services – Providing a quick response.</p>					

EDUCATION, LEISURE & LIFELONG LEARNING
(Education, Skills and Culture Cabinet Board)

No	PI Description	Full year 2015/16	Full year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
1	<u>Total Complaints - Stage 1</u>	552	20	19	18	↑
	a - Complaints - Stage 1 upheld	481	0	0	0	
	b -Complaints - Stage 1 <u>not</u> upheld	71	20	19	18	
	c -Complaints - Stage 1 partially upheld	0	0	0	0	
2	<u>Total Complaints - Stage 2</u>	5	2	1	2	↓
	a - Complaints - Stage 2 upheld	0	0	0	0	
	b - Complaints - Stage 2 <u>not</u> upheld	4	2	1	2	
	c- Complaints - Stage 2 partially upheld	1	0	0	0	

EDUCATION, LEISURE & LIFELONG LEARNING
(Education, Skills and Culture Cabinet Board)

No	PI Description	Full year 2015/16	Full year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
3	<u>Total - Ombudsman investigations</u>	4	2	2	0	↑
	a - Complaints - Ombudsman investigations upheld	1	0	0	0	
	b - Complaints - Ombudsman investigations <u>not</u> upheld	3	2	2	0	
4	Number of compliments	5	8	3	97	↑

Summary:-

Stage 1:- 2017/18 second quarter has seen a decrease in the number of complaints received when compared to 2016/17 second quarter, from 19 to 18. Complaints in 2017/18 concern Margam Park admission prices, animal welfare and the conditional of the park. All the complaints were not upheld but processes are in place to prevent future reoccurrences where ever possible.

Stage 2:- 2017/18 second quarter has seen an increase in the number of complaints received when compared to 2016/17 second quarter, from 1 to 2. The complaints concerned a statement of Special Education Needs and a School Cleaner. Both were not upheld.

Ombudsman: - There have been no complaints escalated to the Ombudsman.

Compliments: - The number of compliments has risen from 3 to 97 when compared to 2016/17 second quarter. (Data is now collected from Social Media)

CHILDREN AND YOUNG PEOPLE SERVICES
(Social Care, Health and Wellbeing Cabinet Board)

No.	PI Description	Full year 2015/16	Full year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
1 Page 81	<u>Total Complaints - Stage 1</u>	27	19	12	12	↔
	a - Complaints - Stage 1 upheld	5	7	2	2	
	b - Complaints - Stage 1 <u>not</u> upheld	13	4	1	2	
	c - Complaints - Stage 1 partially upheld	3	2	1	2	
	d - Complaints - Stage 1 other (incl. neither upheld/not upheld; withdrawn; passed to other agency; on-going)	6	6	8	6	
2	<u>Total Complaints - Stage 2</u>	1	2	1	1	↔
	a - Complaints - Stage 2 upheld	0	0	0	0	
	b - Complaints - Stage 2 <u>not</u> upheld	0	1	1	1	
	c - Complaints - Stage 2 partially upheld	1	1	0	0	

CHILDREN AND YOUNG PEOPLE SERVICES
(Social Care, Health and Wellbeing Cabinet Board)

No.	PI Description	Full year 2015/16	Full year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
3	<u>Total - Ombudsman investigations</u>	0	0	0	0	↔
	a - Complaints - Ombudsman investigations upheld	0	0	-	-	
	b - Complaints - Ombudsman investigations <u>not</u> upheld	0	0	-	-	
4	Number of Compliments	25	23	11	4	↓
5	<p>Summary Stage 1 – the number of complaints received during the 2nd quarter 2017/18 (when compared to 2016/17) remain at the same levels of 12. The Complaints Team will continue to monitor future quarters to ascertain any trends.</p> <p>Stage 2 – levels remain the same as the previous year at 1 during the first two quarters; there continues to be a stronger emphasis on a speedier resolution at 'local' and 'Stage 1' levels.</p> <p>Compliments – the number of compliments have seen a decrease, the Complaints Team will continue to raise the profile for the need to report such incidences.</p>					

SOCIAL SERVICES, HEALTH AND HOUSING
(Adult and Business Strategy Services only)

(Social Care, Health and Wellbeing Cabinet Board)

No.	PI Description	Full year 2015/16	Full year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
1 Page 83	<u>Total Complaints – Stage 1</u>	30	37	20	9	↑
	a – Complaints – Stage 1 upheld	7	14	3	2	
	b – Complaints – Stage 1 <u>not</u> upheld	13	10	6	3	
	c – Complaints – Stage 1 partially upheld	4	2	1	1	
	d – Complaints – Stage 1 other (including withdrawn, passed to other agency, on-going)	6	11	10	3	
2	<u>Total Complaints – Stage 2</u>	4	2	2	1	↑
	a – Complaints – Stage 2 upheld	0	1	0	0	
	b – Complaints – Stage 2 <u>not</u> upheld	2	0	1	0	
	c- Complaints – Stage 2 partially upheld/other	2	1	1	1	

SOCIAL SERVICES, HEALTH AND HOUSING
(Adult and Business Strategy Services only)

(Social Care, Health and Wellbeing Cabinet Board)

No.	PI Description	Full year 2015/16	Full year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
3	<u>Total - Ombudsman investigations</u>	0	0	0	0	↔
	a - Complaints - Ombudsman investigations upheld	0	0	-	-	
	b - Complaints - Ombudsman investigations <u>not</u> upheld	0	0	-	-	
	Number of Compliments	18	25	9	13	↑
5	<p>Summary Stage 1 – there has been a significant decrease in the number of complaints received during the 2nd quarter 2017/18 (when compared to 2016/17) from 20 to 9; the service continues to strive to resolve complaints on an informal basis, which may account for the decrease in the numbers. The Complaints Team will continue to monitor future quarters to ascertain any trends.</p> <p>Stage 2 – there has been a decrease on the previous year to 1 (from 2) during the 2nd quarter; as there continues to be a stronger emphasis on a speedier resolution at ‘informal’ and ‘Stage 1’ levels.</p> <p>Compliments – the number of compliments has increased; this can be attributed to an improvement in reporting from services receiving praise and thanks. The Complaints Team will continue to raise the profile for the need to report such incidences.</p>					

ENVIRONMENT DIRECTORATE
(Regeneration and Sustainable Development Cabinet Board)

No.	PI Description	Full year 2015/16	Full year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
1	<u>Total Complaints - Stage 1</u>	3	6	3	4	↓
	a - Complaints - Stage 1 upheld	0	0	0	0	
	b -Complaints - Stage 1 <u>not</u> upheld	3	5	2	4	
	c -Complaints - Stage 1 partially upheld	0	1	1	0	
	<u>Total Complaints - Stage 2</u>	15	7	4	0	↑
2	a - Complaints - Stage 2 upheld	0	0	0	0	
	b - Complaints - Stage 2 <u>not</u> upheld	15	7	4	0	
	c- Complaints - Stage 2 partially upheld	0	0	0	0	

ENVIRONMENT DIRECTORATE
(Regeneration and Sustainable Development Cabinet Board)

No.	PI Description	Full year 2015/16	Full year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
3	<u>Total - Ombudsman investigations</u>	0	1	0	1	↓
	a - Complaints - Ombudsman investigations upheld	0	0	0	0	
	b - Complaints - Ombudsman investigations <u>not</u> upheld	0	1	0	1	
Page 86	Number of Compliments	5	10	4	6	↑
5	<p>Summary</p> <p>Complaints – There has been a slight increase in the number of Stage 1 complaints compared to Quarter 2 last year. There have been no Stage 2 investigations undertaken compared to the same period last year.</p> <p>Compliments – There has been a slight increase compared to Quarter 2 last year.</p> <p>Welsh Language - There were no complaints in relation to the Welsh Language</p>					

ENVIRONMENT DIRECTORATE
(Streetscene and Engineering Cabinet Board)

No.	PI Description	Full year 2015/16	Full year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
1	<u>Total Complaints - Stage 1</u>	31	19	17	5	↑
	a - Complaints - Stage 1 upheld	15	5	4	0	
	b - Complaints - Stage 1 <u>not</u> upheld	16	14	13	5	
	c - Complaints - Stage 1 partially upheld	0	0	0	0	
Page 87	<u>Total Complaints - Stage 2</u>	5	5	3	4	↓
	a - Complaints - Stage 2 upheld	2	1	0	0	
	b - Complaints - Stage 2 <u>not</u> upheld	3	4	3	4	
	c - Complaints - Stage 2 partially upheld	0	0	0	0	

ENVIRONMENT DIRECTORATE
(Streetscene and Engineering Cabinet Board)

No.	PI Description	Full year 2015/16	Full year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
3	<u>Total - Ombudsman investigations</u>	0	4	2	0	↑
	a - Complaints - Ombudsman investigations upheld	0	0	0	0	
	b - Complaints - Ombudsman investigations <u>not</u> upheld	0	4	2	0	
Page 48	Number of Compliments	23	58	43	17	↓
5	Summary Complaints: There has been a vast improvement in the amount of Stage 1 investigations undertaken compared to Quarter 2 last year Compliments: Whilst still remaining high, the number of compliments has reduced by 26 Welsh Language – There were no complaints in relation to the Welsh Language					

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

POLICY AND RESOURCES CABINET BOARD

13 DECEMBER 2017

REPORT OF THE HEAD OF CORPORATE STRATEGY AND DEMOCRATIC SERVICES – K.JONES

SECTION A - MATTER FOR DECISION

WARDS AFFECTED - ALL

DEVELOPING A LANGUAGE PROMOTION STRATEGY

Purpose of Report

1. To develop a Language Promotion Strategy to meet the requirements of the Welsh Language Standards.

Background

2. The Welsh Language Standards 145 and 146 relate to the development of a Language Promotion Strategy and the setting of targets to maintain or improve the numbers of Welsh speakers in the county borough.
3. The Council challenged these standards on the basis that the responsibility of maintaining or increasing the numbers of Welsh speakers does not lie with the Council alone. After a protracted period of correspondence and discussions with the Welsh Language Commissioner's representatives the Council has been able to accept the standards as being reasonable and proportionate in so far as it relates to its own areas of responsibilities.
4. It is now necessary to develop a Language Promotion Strategy, in accordance with the Standards.

The Development of a Language Promotion Strategy

5. The whole investigation and challenge process, as well as the implementation, of the Welsh Language Standards has had elected Member cross party support.
6. Member involvement throughout the process has ensured a strong and balanced approach and in order to continue in this vein it is proposed to establish a Member Task and Finish Group to develop the Strategy.
7. It is suggested that the membership of the Task and Finish Group comprises of Members of the Policy and Resources Scrutiny Committee, with advice and assistance provided from relevant officers and external organisations where appropriate.

Financial Impact

8. There are no financial impacts in relation to the development of the Language Promotion Strategy.

Equality Impact Assessment

9. There is no requirement for an Equality Impact Assessment with this report, however, an assessment will be undertaken as part of the development of the Strategy.

Workforce Impacts

10. There are no workforce impacts with this report

Legal Impacts

11. The Welsh Language Standards have been introduced by the Welsh Government by virtue of the Welsh Language (Wales) Measure 2011.

Risk Management

12. If the council does not develop a Language Promotion Strategy there is a risk of non-compliance with standards which could attract complaints from members of the public with a consequential

adverse impact on the Council's reputation and the potential for fines of £5,000 per standard not complied with.

Consultation

13. There is no requirement under the Constitution for external consultation on this item.

Recommendations

14. That Members support the establishment of a Task and Finish Group to develop the Language Promotion Strategy.
15. Members determine appropriate representation on the Task and Finish Group.

Reasons for Proposed Decision

16. To ensure the Council meets the requirements of the Welsh Language Standards.

Implementation of Decision

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

Appendices

18. There are none

Background papers

19. Welsh Language Standards - Compliance Notice

Officer Contact:

20. Mrs Karen Jones, Head of Corporate Strategy and Democratic Services Tel: 01639 763284 e-mail: k.jones3@npt.gov.uk

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NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

POLICY AND RESOURCES CABINET BOARD

13 DECEMBER 2017

REPORT OF THE HEAD OF CORPORATE STRATEGY AND DEMOCRATIC SERVICES – K.JONES

SECTION A - MATTER FOR DECISION

WARDS AFFECTED - ALL

WALES INTERPRETATION AND TRANSLATION SERVICE

Purpose of Report

1. To seek member approval to enter into an agreement with the Wales Interpretation and Translation Service (care of Cardiff Council) and to terminate the current arrangement with Language Line Solutions from April 2018.

Background

2. Neath Port Talbot County Borough Council ("the Council") has paid an annual subscription to Language Line Solutions for a telephone based interpretation service since 2010. In addition to the subscription there is a charge, per minute, for each time the service is accessed.
3. Social Services Health and Housing Directorate is responsible for the annual subscription with individual service areas responsible for any charges accrued when accessing the interpretation service.
4. While there has been a reduction in the number of calls to Language Line Solutions over recent years, there has been an increase in accessing face to face translation services, albeit on short term/ad hoc agreements, from the Wales Interpretation and Translation Service.
5. The All Wales Interpretation and Translation Partnership, established in January 2010, is a partnership comprising Criminal

Justice Agencies, Health Organisations and Local Government Authorities. Its operations are coordinated and managed through a central hub, namely the Wales Interpretation and Translation Service (WITS). Cardiff Council is the host organisation for the Wales Interpretation and Translation Service.

Wales Interpretation and Translation Service (WITS)

6. The subscription to Language Line Solutions in 2017-2018 was £295 with the average cost of calls of £2.45 per minute (based on the usage during April – October 2017). During April 2016 - March 2017 the cost per minute equated to £2.49.
7. While there was a high demand for an interpretation service during the early years of the agreement more recently there has been a considerable reduction in the number of calls; from 389 in 2010-2011 to 2 calls during the first six months of 2017-2018.
8. Conversely over recent years there has been a growing need for face to face interpretation services, particularly in relation to Social Services, resulting in an increase in the accessing services from the Wales Interpretation and Translation Service.
9. The Wales Interpretation and Translation Service provides a telephone and face to face interpretation, British Sign Language and Welsh translation service.
10. Members of the Wales Interpretation and Translation Service, include Welsh Councils, Health Boards, Police Forces and Police and Crime Commissioners amongst a range of other organisations in Wales.
11. There is no joining fee or annual subscription for becoming a member of WITS. The only charges that would be incurred are as laid out on page 72 in the draft agreement, attached at Appendix 1. Although the agreement has yet to be finalised by the WITS Advisory Board assurances have been given by the host organisation (Cardiff Council) that no fundamental changes are likely to be made to the agreement before it is finalised. In the event that changes are made prior to entering into any agreement, the advice of the Head of Legal Services will be sought.

12. It must be noted that telephone interpretation while accessed through WITS is provided by external organisations, one of which is Language Line Solutions. However, the cost for the service provided by Language Line Solutions under this arrangement would be 67p per minute.

Financial Impact

13. There are likely to be some financial savings made by entering into an agreement with the Wales Interpretation and Translation Service.

Equality Impact Assessment

14. The agreement with the WITS will ensure that the Council will be able to facilitate people in accessing council services and so work towards meeting the Public Sector Equality Duty; to eliminate discrimination, harassment, victimisation, advance equality of opportunity and foster good relations

Workforce Impacts

15. There are no workforce impacts with this report.

Legal Impacts

16. The provision of an interpretation and translation service will help the Council meets its statutory duty as required in the Equality Act 2010.

Risk Management

17. There are no risk management issues with this report

Consultation

18. There is no requirement under the Constitution for external consultation on this item.

Recommendations

19. To terminate the Council's subscription to Language Line Solutions from April 2018.

20. To approve the use of the Wales Interpretation and Translation Service on the finalisation of the Collaboration Agreement.
21. To authorise the Head of Legal Services to enter into a legally binding contract with the Cardiff Council to access translation services provided by the Wales Interpretation and Translation Service.

Reason for Proposed Decision

22. To ensure the Council meets its statutory duty as required in the Equality Act 2010

Implementation of Decision

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

Appendices

24. Appendix 1 – Wales Interpretation and Translation Service Collaboration Agreement (DRAFT)

Officer Contact:

25. Mrs Karen Jones, Head of Corporate Strategy and Democratic Services Tel: 01639 763284 e-mail: k.jones3@npt.gov.uk

DATED

2017

COLLABORATION AGREEMENT

In relation to the provision of the Wales Interpretation and Translation Services
“WITS”

Between

(1) The County Council of the City and County of Cardiff

And

(2) OTHERS

CONTENTS

Clause

- 1 Definitions and Interpretation
- 2 Commencement, duration and termination
- 3 Collaboration
- 4 Commitments of the Parties and Contributions
- 5 Governing Principles
- 6 Project Governance – Advisory Board
- 7 Advisory Board Responsibilities, Hosting and Costs
- 8 WITS Manager
- 9 Intellectual Property
- 10 Liability of the Parties
- 11 Insurance
- 12 Charges
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Appendix 1	WITS
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Appendix 3	Charges and Invoicing
Appendix 4	Terms of Reference for the Advisory Board
Appendix 5	WITS Manager
Appendix 6	Not Used
Appendix 7	Information Governance Memorandum of Understanding

THIS COLLABORATION AGREEMENT is made on

Of

2017

BETWEEN

1. The County Council of the City and County of Cardiff whose principal office is situate at County Hall, Atlantic Wharf, Cardiff Bay, CF10 4UW
2. Abertawe Bro Morgannwg University Health Board whose principal office is situate at Abertawe Bro Morgannwg UHB, PO Box 113, Pontypool, Gwent, NP4 4DH;
3. Aneurin Bevan University Health Board whose principal office is situate at AMB LHB, Finance Department, Mamhilad House, 2nd Floor, Block C, Pontypool, Gwent, NP4 4DH;
4. Betsi Cadwaladr University Health Board whose principal office is situate at BCUHB, NWSSP, Box 269, Rhyl, Denbighshire LL16 3ES
5. Blaenau Gwent Council whose principal office is situate at Blaenau Gwent County Council, Finance Department, Anvil Court, Church Street, Abertillery, Gwent, NP13 1DB
6. Bron Afon whose principal office is situate at Tŷ Bron Afon, William Brown Close Llantarnam Industrial Park, Cwmbran, Gwent, NP44 3AB
7. Carmarthenshire County Council whose principal office is situate at 5 Spilman Street, Camarthen. SA31 1LE
8. Cardiff and Vale University Health Board whose principal office is situate at Headquarters, UHW, Heath Park, Cardiff CF14 4XW

9. Cwm Taf University Health Board whose principal office is situate at Finance Department, Dewi Sant Hospital, Albert Road, Pontypridd, Mid Glamorgan. CF37 1LB;
10. Hywel Dda University Health Board whose principal office is situate at Hywel Dda University Health Board, PO Box 115, Pontypool, Gwent;
11. Merthyr Tydfil Council whose principal office is situate at Merthyr County Council, Payments, Civic Centre, Castle Street, Merthyr Tydfil;
12. Monmouthshire Council whose principal office is situate at County Hall, Y Rhadyr, Usk, Monmouthshire NP13 1GA
13. Neath Port Talbot Local Authority whose principal office is situated at Civic Centre, Port Talbot, SA13 1PJ.
14. Newport City Council whose principal office is situate at Newport City Council, Payments Room 334, Civic Centre, Newport Gwent;
15. Pembrokeshire Council whose principal office is situate at Pembrokeshire County Council, County Hall, Haverfordwest, SA61 1TP;
16. Powys Health Board whose principal office is situate at Powys Teaching Health Board HQ, Glasbury House, Bronllys Hospital, Bronllys, Powys LD3 0LS
17. Powys Local Authority whose principal office is situate at Powys County Council, PO Box 85, Llandrindod Wells, LD1 9BG;
18. Public Health Wales whose principal office is situate at Public Health Wales NHS Trust, 2 Capital Quarter, Tyndall Street, Cardiff, CF10 4BZ;

19. Rhondda Cynon Taff Council whose principal office is situate at Rhondda Cynon Taff Local Authority, Equalities, Diversity & Social Justice Team Hr, The Pavilions, Cambrian Park, Clydach Vale, Tonypany, Mid Glamorgan CF40 2XX;
20. Swansea Council whose principal office is situate at City & County of Swansea Council, Civic Centre, Oystermouth Road, Swansea, SA1 3SN;
21. The Chief Constable for Dyfed whose principal office is situate at PO Box 99, Llangunnor, Camarthen, SA31 2PF
22. The Chief Constable for Gwent whose principal office is situate at Police Headquarters, Croesyceiliog, Cwmbran, Gwent, NP44 2XJ
23. The Chief Constable of North Wales Police whose principal office is situate at Force headquarters, Glan-y-Done, Colwyn Bay, LL29 8AW;
24. The Chief Constable of South Wales Police whose principal office is situate at Police Headquarters, Cowbridge Road, Bridgend, CF31 3SU
25. The Office of the Police and Crime Commissioner for Gwent whose principal office is situate at Police Headquarters, Croesyceiliog, Cwmbran, Gwent, NP44 2XJ
28. The Police and Crime Commissioner for Dyfed whose principal office is situate at PO Box 99, Llangunnor, Camarthen, SA31 2PF
26. The Police and Crime Commissioner for North Wales whose principal office is situate at Force headquarters, Glan-y-Done, Colwyn Bay, LL29 8AW;
27. The Police and Crime Commissioner for South Wales Police whose principal office is situate at Ty Morgannwg, Police Headquarters, Cowbridge Road, Bridgend, CF31 3SU

28. Torfaen County Borough Council whose principal office is situate at Civic Centre, Pontypool, Gwent, NP4 6YB
31. Vale of Glamorgan Council whose principal office is situate at Vale of Glamorgan, Civic Offices, Holton Road, Barry, CF63 4RU;
29. Valleys 2 Coast whose principal office is situate at Valleys 2 Coast Housing, Tremains Business Park, Tremains Road, Bridgend, Mid Glamorgan, CF31 1TZ;
30. Velindre NHS Trust whose principal office is situate at Velindre NHS Trust, Unit 2 Charnwood Court, Parc Nantgarw, Cardiff, CF15 7QZ;

RECITALS

- (a) In order to provide more cost effective services and ensure that the Members who are a party to this Agreement have access to the widest possible expertise the Members have agreed to collaborate upon the basis set out in this Agreement for the provision of a shared managed interpreter and translation service ('WITS'), which service is detailed in Appendix 1. Historically the interpretation and translation services was hosted and managed by GP and provided to the Members under a Memorandum of Understanding and Service Level Agreement. The Members wish to formalise the arrangement by concluding this Agreement setting out the roles and responsibilities of the Members and procure a managed Agency Provider of interpreters and translators.
- (b) The Members agree that this is a continuance of the practical arrangements that have been in place since 2009. On behalf of the Members, GP have requested and the Council has agreed to host and manage WITS. The Council has procured an Agency Provider on behalf of and for use of the Members to assist the Host Authority to provide WITS. In consideration, the Members will make payment for WITS and contribute to the Advisory Board. The Members acknowledge that the current position with regard to WITS and

the contributions already made (financial and otherwise) are as detailed in the Appendix 3 to this Agreement.

- (c) The Members agree that such an arrangement would contribute to the promotion and improvement of the social well-being of their respective areas as provided under Sections 1 and 2 of the Local Government Act 2000, and in respect of the policing Members, enhance the policing function to provide efficient and effective policing under section 1 of the Police Reform and Social Responsibility Act 2011 and such cooperation would assist the Members in performing their respective public services.
- (d) It is agreed and acknowledged by the Members that WITS shall be delivered on a not for profit basis and that this cooperative arrangement is governed by considerations relating to promoting the public interest and fulfilling public duties. The Members intend WITS to be collaborative in respect of their respective and mutual interpretation and translation needs on a shared basis rather than one of a commercial contract to supply these services.
- (e) This Agreement is entered into pursuant to the powers referred to below:
 - S.2 Local Government Act 2000.
 - S.111 and 113 Local Government Act 1972
 - S. 9 Local Government Wales Measure 2009
 - S. 1 Local Authority (Goods and Services) Act 1970
 - S. 25 of the Children Act 2004
 - S. 33 of the National Health Service (Wales) Act 2006
 - S. 162 of the Social Services and Wellbeing Wales Act 2014
 - S. 22A the Police Act 1996 (as amended by the Police Reform and Social Responsibility Act 2011)
 - S.1, S.89, Paragraph 4 Schedule 1 and paragraph 7 of the Schedule 2 of the Police Reform and Social responsibility Act 2011
 - and
 - all other enabling powers now (and in the future) vested in the Members.

- (f) It is acknowledged and agreed that the Members will wish to keep this Agreement under annual review and will be a matter for consideration of the Advisory Board.
- (g) This Agreement is established for the purpose of creating resilience, sharing resources and achieving financial efficiencies. Nothing in this Agreement shall be construed as creating a legal partnership within the meaning of the Partnership Act 1890 or otherwise between the Members.
- (h) The Members wish to record the basis on which they will collaborate with each other for the provision of WITS and sets out:
 - i. the key objectives;
 - ii. the principles of collaboration;
 - iii. the governance structures the Members will put in place; and
 - iv. the respective roles and responsibilities the Members will have on the Advisory Board and WITS.
- (i) This Agreement is intended by the Members to form a contract which establishes cooperation and collaboration between contracting authorities for the purpose of Regulation 12 (7) of the Public Contracts Regulations 2015.
- (j) This Agreement sets out all the terms and requirements upon the Members and is intended to be legally binding.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the Recitals and the Appendices, unless, the context otherwise requires the following terms shall have the meaning given to them below: -

“Advisory Board”	the body established pursuant to clause 6 of which the terms of reference are set out in Appendix 4
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“Advisory Board Members”	means those officers nominated by each individual Member as set out in clause 6
“Agency Provider”	the provider of the managed agency services that the Council will procure and conclude an agreement with on behalf of the Members in its capacity of Host Authority to assist in the provision of WITS
“Agreement”	means this agreement between the Members entered into on the date given.
“Annual Running Costs”	means the annual running costs for the provision of WITS incurred by the Host Authority as set out in Appendix 3.
“Annual Service Plan”	means a plan approved by the Advisory Board and updated annually, which sets out the costs and income of WITS along with the objectives for delivery of WITS.
“Appendix”	means an appendix attached to this Agreement
“Business Day”	means any day other than a Saturday or Sunday or a public or bank holiday in England and/or Wales;
“the Council”	shall mean the County Council of the City and County of Cardiff
“CEDR”	means the Centre for Dispute Resolution
“Change”	means a change to WITS and/or a variation to the terms of the Agreement (including, but not limited

to any change to WITS) agreed in writing by all the Members.

- “Charges” means the charges which shall become due and payable by the Client Authority to the Host Authority in respect of the provision of WITS in accordance with the provisions of clause 12 and Appendix 3
- “Client Authority” and “Authorities” means the Member on whose behalf the Client Authority as the context requires WITS is provided by the Host Authority
- “Commencement Date” means the 1st July 2017;
- “Confidential Information” means:
- a) all know how and other information whether commercial, financial, technical or otherwise relating to the business, affairs or methods of any Member, which is contained or discernible in in any form whatsoever (however it is conveyed or on whatever media it is stored) including without limitation software, data, drawings, films, documents, and computer readable media or information whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure or which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of and Member and all personal data and sensitive data within the meaning of the DPA; and

b) any Commercially Sensitive Information

“Contract” means the Agreement between the Council and the procured Agency Provider for the provision of managed agency services

“DPA” means the Data Protection Act 1998

“Data Protection Legislation” means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner

“Expiry Date” the first anniversary or such other date as may be applicable pursuant to clause 2

“Financial Year” shall begin on April 1st in any year and end on the following March 31st.

“GP” means Gwent Police

“Host Authority”	means the Council, having the principal responsibility for undertaking the tasks comprising WITS and which is authorised by the Members to determine how to best undertake such tasks
“Intellectual Property Rights”	any and all patents, trademarks, trade names, copyright, moral rights, rights in design, rights in databases, knowhow and all or other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to them and the right to apply for registration of them
“Member”	means the members that are a party to this Agreement or the individual member as the context requires
“Model Procedure”	means the Centre for Dispute Resolution Model Mediation Procedure
“Law”	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body with which each Member is bound to comply.
“Month(s)”	a calendar month and “monthly” shall be interpreted accordingly;

“Memorandum of Understanding on Information Governance”	means the agreement between each member and the Council acting as the Host Authority as set out in Appendix 7
“Personal Data”	means the personal data as defined in the DPA
“Policies”	those Council policies insofar as they are applicable to WITS
“Schedule of Charges”	means the list of Charges set out in Appendix 3 and paid in accordance with clause 12 of this Agreement made by the Host Authority at the Commencement Date for providing WITS to the Members in the first year of this Agreement and thereafter as amended by the Host Authority and approved by the Advisory Board (no later than 20th Business Day in any Financial year)
“Term”	means the duration of the Agreement in accordance with clause 2.1
“Transferring Staff”	NOT USED
“TUPE”	means the Transfer of Undertakings (protection of Employment) Regulations 2006
WEEE Regulations	means any waste electrical and electronic equipment as defined in The Waste Electrical and Electronic Equipment Regulations 2013
“WITS Fund”	means the sum of money as set out in Appendix 3 held by GP on behalf of the Members being the

sum that has accumulated as a reserve fund during the operation of WITS prior to the Commencement Date. For the avoidance of doubt this sum of money shall transfer to the Host Authority on the Commencement Date in accordance with clause 12

“WITS Management Team”

the team set up by the Host Authority to manage WITS

“WITS Reserve”

means the sum of money that may accumulate from the Commencement Date being the difference between the Charges made to the Client Authorities by the Host Authority and payments made to the Agency Provider by the Host Authority and such sum shall be within the control of the Host Authority to fund any liabilities in particular but not limited to employment and redundancy costs and or expenses that may occur and or are due and owing by the Host Authority during the provision of WITS in accordance with clause 12

“WITS”

means the services as set out in clause 3, 4 and Appendix 1 to this Agreement to be provided by the Host Authority.

1.2 Interpretation

In this Agreement, except where the context otherwise requires: -

1.2.1 the singular includes the plural and vice versa;

1.2.2 a reference to any clause, sub clause, paragraph, appendix, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub

clause, paragraph, appendix, recital or annex of and to this Agreement;

- 1.2.3 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.2.4 any reference to legislation shall be construed as a reference to any legislation as amended, replaced, consolidated or re-enacted;
- 1.2.5 a reference to a public organisation (to include, for the avoidance of doubt, any Council) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation;
- 1.2.6 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.2.7 the headings and captions in the body of this Agreement do not form part of this Agreement and shall not be taken into account in its construction or interpretation;
- 1.2.8 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words; and
- 1.2.9 any reference to the title of an officer of any Member to this Agreement shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer as the relevant party may from time to time appoint to carry out the duties of the officer referred to.

- 1.3 For the avoidance of doubt the Appendices to this Agreement form part of this Agreement.

2. COMMENCEMENT, DURATION AND TERMINATION

2.1 Duration of Agreement

This Agreement and the rights and obligations of the Members shall be deemed to take effect on the Commencement Date and shall, expire automatically on the first anniversary of the Commencement Date, unless it is otherwise terminated or extended in accordance with this Agreement.

2.2 Termination and Withdrawal

Without prejudice to any other rights or remedies, this Agreement may be terminated:

- 2.2.1 in whole by the Host Authority, for whatever reason upon providing three (3) calendar months written notice to the other Members, effective on service.
- 2.2.2 in part by the Host Authority on three (3) calendar months written notice, as regards any one particular Member, where that Member is in default of the provisions of this Agreement and in the case of a breach capable of remedy fails to remedy the same to the satisfaction of the Host Authority within thirty (30) Business Days of being notified of the breach in writing by the Host Authority and being required to remedy the same.
- 2.2.3 In part, by the Host Authority, as regards any one particular Member or Members if more than one in the circumstances set out in Clause 2.2.4 below and for the avoidance of doubt this Agreement will continue in full force and effect with the remaining Members save where the Host Authority exercise their right to terminate this Agreement in accordance with Clause 2.2.1.
- 2.2.4 In part by a Member or Members (save the Host Authority shall be excluded from this Clause) upon thirty (30) Business Days' notice if the Host Authority commits a material breach of this Agreement and the Host Authority fails to remedy such breach within thirty (30) Business Days after issue of a written notice specifying the material breach and requesting it to be remedied.

- 2.2.5 Subject to Clause 2.1 and without prejudice to any other rights or remedies the Members may withdraw from this Agreement after the first anniversary on providing the Host Authority with no less than three (3) calendar months' notice effective on service.

2.3 Extension

Subject to the provisions of Clause 2.2, the Members may by agreement and giving written notice to the Members of not less than four (4) weeks decide to extend the Term of this Agreement (the Extension) on an annual basis (unless otherwise agreed by the Members) by way of a deed of variation or letter as agreed between the Members. The provisions of this Agreement will apply throughout any such extended period.

3 COLLABORATION

- 3.1 With effect from the Commencement Date, the Members shall collaborate in the establishment and subsequent operation of WITS and the Advisory Board.
- 3.2 The Members acknowledge and accept that all Members are public sector bodies who wish to work together to share the benefits of a common service. It is anticipated this collaboration will secure efficiencies through standardisation of requirements for WITS and simplification as WITS will be provided by a single Member (the Host Authority).
- 3.3 Each Member will:
- 3.3.1 co-operate and use all reasonable endeavours to ensure the success of WITS ;
 - 3.3.2 act in good faith and in the spirit of co-operation in the Advisory Board and WITS ;
 - 3.3.3 ensure that all communications are constructive, comprehensive, timely and open;
 - 3.3.4 provide information promptly and in any event within five (5) Business Days to the others relating to their

involvement in WITS including results and interim results; and

3.3.5 aim to reach agreement in discussions for the good of the WITS rather than for individual Member gain.

3.4 From the Commencement Date the Host Authority shall provide the Client Authorities with WITS pursuant to the statutory provisions recited above and the Client Authorities hereby appoint the Host Authority to deliver WITS to it.

3.5 In consideration of the Host Authority providing WITS to the Client Authorities as set out in clause 4 the Client Authorities will pay the Charges to the Host Authority as set out in clause 12 and Appendix 3. The Members acknowledge and confirm that any Charges due under this Agreement (subject to allowing for the establishment and maintenance of a suitable reserve) shall not exceed the cost of providing WITS.

3.6 The Members acknowledge and accept that there will be an initial outlay of expenditure to establish WITS at the Council in accordance with the provisions of this Agreement and to that end each Member acknowledges and confirms that the WITS Fund will transfer to the Host Authority. The WITS Fund will pay, in whole or in part, for the establishment of WITS at the Host Authority.

4 COMMITMENTS OF THE MEMBERS AND CONTRIBUTIONS

4.1 The Host Authority shall with support provided by the other Members (such support shall include but not limited to the contribution to the Advisory Board of which the Host Authority will also contribute) provide WITS. The intended scope of the service provided by WITS is set out in Appendix 1.

4.2 The Council undertakes to:

4.2.1 carry out a tender process for the provision of managed agency services;

4.2.2 appoint an Agency Provider; and

4.2.3 conclude a Contract with that Agency Provider
on behalf of Members for the benefit of WITS .

4.3 It is acknowledged and accepted in entering into this Agreement that the approach in structuring this arrangement (to include but not limited to the reliance on available powers) as set out in the Recitals by way of this Collaboration Agreement and procurement of the Agency Provider is a jointly agreed approach by the Members and is hereby approved by the Members.

4.4 NOT USED

4.5 GP shall provide IT support and access to IT systems necessary to facilitate the establishment of WITS for a period of 6 months and to the standard set out in Appendix 2 as provided by GP prior to the Commencement Date. GP's obligations to provide IT support for WITS will cease six (6) calendar months after the Commencement Date.

4.6 NOT USED

4.7 The Members shall contribute and comply with the duties and responsibilities in respect of the operation of the Advisory Board as set out in Appendix 4 so as to ensure WITS is a success.

4.8 NOT USED

4.9 It is agreed by the Members that, without prejudice to the foregoing, and where so required by the Host Authority, GP shall be responsible for the decommissioning of the IT equipment utilised for the purposes of WITS. The hardware will be decommissioned in accordance with the standard operating procedure for such decommissioning. Any data shall be secured. Without prejudice to the generality of the foregoing, if any element of the hardware is re-used, any disks shall be securely wiped using an accredited disk wipe utility and any hardware shall be disposed of via a manner that ensures full compliance with WEEE regulations.

- 4.10 The Members acknowledge that the successful delivery of WITS has a key role to play in meeting the overall objectives of the Members with regard to services to citizens. The Members agree to work together in good faith to make WITS a success.
- 4.11 The Members agree that in carrying out their respective roles (and subject to the other demands and priorities that each party may face) they will use their reasonable endeavours to achieve the following objectives of WITS, namely to:
- 4.11.1 Improve access to public services for vulnerable communities.
 - 4.11.2 Provide improved local employment opportunities, increasing employment opportunities for local interpreters and contact centre staff.
 - 4.11.3 Redirect public spending back into the local economy of Wales whilst providing a cost efficient service.
 - 4.11.4 .
 - 4.11.5 Guarantee service quality.
- 4.12 The Members agree that to the extent applicable to the services that form the subject matter of this Agreement, the Council's Policies (which copies will be available upon request) shall apply and include but not limited to, the Council's IT Security Policy (set out in Appendix 2) and Acceptable Usage Policy (set out in Appendix 2).

5 GOVERNING PRINCIPLES

- 5.1 Without prejudice to the terms of this Agreement or requiring any Member to incur additional costs, the Members agree that they will conduct their relationship in accordance with the following approach and principles ('the Principles'): -

- 5.1.1 collaborate and co-operate. Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
- 5.1.2 be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
- 5.1.3 be open. Communicate openly about major concerns, issues or opportunities relating to WITS ;
- 5.1.4 learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 5.1.5 adopt a positive outlook. Behave in a positive, proactive manner;
- 5.1.6 adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;
- 5.1.7 act in a timely manner. Recognise the time-critical nature of WITS and respond accordingly to requests for support;
- 5.1.8 manage stakeholders effectively;
- 5.1.9 deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement. In particular, the Members agree to make the contributions detailed in Appendix 3 of this Agreement; and
- 5.1.10 act in good faith to support achievement of the objectives set out in this Agreement and compliance with these Principles and take no action that would bring into disrepute the reputation and standing of any Member.

6. PROJECT GOVERNANCE – ADVISORY BOARD

- 6.1 The Members shall form an Advisory Board (‘Advisory Board ’) with the terms of reference set out in Appendix 4, for the purpose of overseeing and proposing the direction of WITS and making recommendations to the Host Authority.
- 6.2 The Advisory Board shall comprise of one representative nominated by each Member of sufficient seniority to enable the Advisory Board to operate within the terms of reference set out in Appendix 4.
- 6.3 The Chair of the Advisory Board shall be the representative nominated by the Advisory Board at the next meeting in December 2017 and reviewed on an annual basis.
- 6.4 The quorum for a meeting shall be seven (7) Members three (3) of whom shall be from the top quartile of spend in any one year of those who are entitled to attend on behalf of each Member. Each Member shall have one vote and matters shall be determined by simple majority vote, in the event of a tie, the Chair shall have the casting vote.
- 6.5 It is acknowledged and accepted that the Advisory Board shall act within its terms of reference and it is not intended to be a decision making body for any matters resting outside the terms of reference or which may risk and or cause the Host Authority to be in breach of its statutory powers.
- 6.6 It is further acknowledged and accepted that any recommendation that falls outside of the terms of this Agreement and or proposes a change to the structure and or operation of WITS will be subject to a decision of the Council’s Cabinet or relevant decision making officer as required and where applicable each Member’s organisation in accordance with their own organisation’s constitution

- 6.7 Each Member shall be responsible for ensuring compliance with its own organisational constitution and undertakes that the appropriate authority has been sought in concluding this Agreement. For the avoidance of doubt, nothing in this Agreement shall require or cause any Member to act other than in accordance with its organisational constitution or fetter the discretion of any Member to make any decisions in relation to WITS save that provided for in this Agreement.
- 6.8 Where the Host Authority receives notification from a Member of circumstances arising as set out in clause 6.5 and the Advisory Board is requested to make a recommendation to the Host Authority to enable WITS to function each Member shall work in good faith to propose a decision in a timely manner, however no recommendation shall be progressed by the Advisory Board unless and until each Member has confirmed it has the appropriate authority in writing as set out in this clause 6.
- 6.9 The Members shall, at their discretion, be entitled to replace their own Advisory Board Member provided that such replacement shall be on the same basis as the original appointed nominee.
- 6.10 The Advisory Board shall meet quarterly and any two Advisory Board Members may call additional meetings as and when required.
- 6.11 Minutes and actions will be recorded for each Advisory Board meeting. Any additional reporting requirement shall be at the discretion of the Advisory Board in accordance with the procedure set out in 6.2 above.
- 6.12 The Host Authority shall keep the minutes and provide the reports to the Advisory Board, which reports shall highlight:
- 6.12.1 Progress for the period since the last meeting or periods set by the Advisory Board;
 - 6.12.2 issues being managed;
 - 6.12.3 issues requiring direction and progress planned for the next period; and

6.12.4 Organisational: The Advisory Board Members shall be responsible for drafting reports into their respective organisation as required provided any such information shall comply with the provisions of clause 14 and 25 of this Agreement.

6.13 The Host Authority shall provide the members with prior notice of each meeting, specifying the time place and date no less than fourteen (14) clear Business Days' notice of that meeting.

6.14 An Agenda and any reports to be presented shall be provided to all Members no later than five (5) clear Business Days.

7 ADVISORY BOARD, HOSTING AND COSTS

7.1 The Advisory Board meeting shall be hosted by the Host Authority.

7.2 Each Member shall be responsible for meeting the costs of the attendance and preparation of their own Advisory Board Member in readiness for the Advisory Board meeting.

8 WITS MANAGER

8.1 The Host Authority will appoint and take into its employ an individual to manage WITS ('the WITS Manager') who will report to the Advisory Board. The duties of the WITS Manager are set out in Appendix 5.

8.2 The costs of employment and continuing employment of the WITS Manager and any other costs associated with employment shall be met by the Members as set out in Appendix 3.

9 INTELLECTUAL PROPERTY

- 9.1 Subject to clause 9.2 the Members agree that all Intellectual Property Rights whatsoever owned by any Member or Members before the Commencement Date shall remain the property of that Member ("Pre-existing Intellectual Property Rights).
- 9.2 The Member or Members (save the exclusion of the Host Authority for the purposes of this clause) as the context requires hereby grants to the Council a royalty free, non-exclusive, irrevocable, licence to use, modify or amend the Member or Members Pre-existing Intellectual Property Rights during and after the Term whether or not the Member or Members remain a party to this Agreement or not for the purpose of enabling the Host Authority to:
- 9.2.1 perform WITS ; and/or
 - 9.2.2 comply with any obligations arising from the performance of WITS.
- 9.3 The Members agree that any Intellectual Property Rights developed by the Council in the performance of WITS during the Term shall remain the property of the Members (at the time of development) in equal proportions unless the Members decide to formally assign any Intellectual Property Rights to a Member or Members in writing.
- 9.4 It is acknowledged and accepted that any third party Intellectual Property Rights that have been used in the provision of the services by GP shall continue to be used. The Members (other than the Host Authority) shall procure that the owner of any third party rights shall grant to the Council an authorised sub-licence to use, reproduce and maintain the materials or software.
- 9.5 It is a condition of the Agreement that WITS will not infringe any Intellectual Property Rights of any third party and each Member (other than the Host Authority) shall during and after the Term on written demand indemnify and keep indemnified the Council against all actions, suits, claims, demands,

losses, charges, damages, costs and expenses and other liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause, except where such claim relates to any infringement of a third party right which has arisen as a result of a direct action by the Council acting as Host Authority which is not in accordance with this Agreement or a wilful breach by the Host Authority of this Agreement.

9.6 It shall be a condition of this Agreement that all Members shall carry out their own due diligence to satisfy themselves that in entering into this Agreement they will not breach the provisions of clause 9.4 and each Member warrants and undertakes that they have taken all reasonable measures to comply with this clause 9.5.

9.7 The Members shall inform the Host Authority immediately of any breach of this clause 9 either during or after the Term of this Agreement and shall use reasonable endeavours to assist the Host Authority in defending any claims for breach.

10. LIABILITY OF THE MEMBERS

10.1 The Members acknowledge and agree that each Client Authority shall remain solely liable and responsible for any losses, claims, expenses, actions, damage and any other costs howsoever arising as a result of the use of WITS as a Client Authority.

10.2 Save as expressly provided in this Agreement the Members agree that no claim shall be made by any Member against the other to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by a Member of its obligations under this Agreement.

10.3 Save as expressly provided in this Agreement the Members shall neither be responsible to indemnify, nor keep indemnified, each other against any losses, claims, expenses, actions, other demands, costs and liability suffered

by the other to the extent arising from any breach by the Member of its obligations under this Agreement.

10.4 Nothing in this Agreement shall be taken to exclude or restrict liability for fraudulent misrepresentation or for death or personal injury resulting from the negligence of any Member.

10.5 NOT USED

10.6 NOT USED

10.7 The Members shall remain liable and shall indemnify the Council against all future employment costs of the WITS Manager and any other costs associated with the WITS where the WITS Fund and WITS Reserve is not sufficient to meet any such costs.

11 INSURANCE

11.1 Each Member shall ensure that it has adequate insurance cover, or is prepared to bear its own costs (at the appropriate levels) for all and any risks and or liabilities of whatsoever nature arising out of their membership of WITS and or their obligations arising out this Agreement.

11.2 The Council shall ensure it has appropriate insurances in place in respect of its obligations under this Agreement.

12 CHARGES AND ASSOCIATED DOCUMENTATION

12.1 The Charges shall be set out in an invoice which will be issued by the Host Authority on the first Business Day of each month for the period of one month in arrears.

- 12.2 The Client Authority shall settle the invoice issued by the Host Authority within thirty (30) calendar days of the date of issue. For the avoidance of doubt, the invoice shall be paid by the Client Authority in full. The Client Authority must raise any issue and or dispute in relation to the invoice as soon as is practicable and in any event within sixty (60) calendar days of the date of issue the invoice in whole or in part.
- 12.3 The Host Authority will work with the Client Authority to resolve any dispute and it shall be raised in the first instance with the WITS Manager. Any dispute not resolved within ten (10) days shall be dealt with in accordance with clause 24. Should as a result of a dispute of an invoice a refund become due to a Client Authority, such refund will be credited to the following month's invoice submitted to that Client Authority. Such refund shall be credited once the dispute is resolved.
- 12.4 The Members acknowledge and accept that the provision of WITS is intended to be cost neutral to the Host Authority, as such the Charges will include all costs incurred or anticipated to be incurred by the Host Authority as set out in Appendix 3.
- 12.5 The Members agree that the WITS Fund shall be transferred to the Host Authority for the purposes of funding any costs above and beyond the costs of the individual services. The Members hereby grant the Host Authority the right to utilise the WITS Fund and WITS Reserve for the purposes set out within this Agreement.
- 12.6 The Host Authority shall review the Annual Service Plan in readiness for approval of the Advisory Board at the end of the first Financial Year and shall present to the Advisory Board no later than March in any Financial Year any recommendations in respect of varying or changing the Charges or any other Annual Running Costs of WITS.
- 12.7 In the event that the Advisory Board do not approve any variation and or changes to those Charges or Annual Running Costs the matter shall proceed

in accordance with clause 24 and pending resolution any amended Charges or Annual Running Costs shall be deemed to apply.

- 12.8 Each Member authorises and requests the Advisory Board on its behalf to maintain a true and complete set of records of personnel, activities and transactions relating to the performance of WITS and all transactions entered into by the Members arising out of this Agreement.
- 12.9 All documents kept by a Member pursuant to clause 12.8 shall be available at all reasonable times for inspection and copying by, the Advisory Board and any person duly authorised for or on behalf of the Member and the Host Authority and shall make available (or, as the case may be, procure the availability of) such items of clarification or substantiation as may be reasonably required by any Member in relation thereto including such oral or written explanations as may be considered necessary.
- 12.10 For the purposes of any scrutiny or other reasonable request for information relating to the Advisory Board and or WITS by any Member or for examination and certification of any Member's accounts or for the purposes of any internal or external audit of WITS, the Members shall cooperate and assist it in providing such information as may reasonably be required from time to time to meet obligations and to provide reports and returns.

13 ASSETS, ACCOMMODATION AND NEW MEMBERS

- 13.1 Not Used
- 13.2 Subject to clause 4.5 the Members, via the Host Authority, shall ensure that appropriate accommodation and facilities for the provision of WITS are provided and such facilities shall include serviced workstations and access to power, stationery and supplies, relevant hardware and software, (including MS Word Office, Excel and Outlook or equivalent) and telephone. All such

costs are to be shared by the Members and will form part of the Charges as set out in Appendix 3.

- 13.3 It is acknowledged and accepted by the Members that there may be a requirement for further IT solutions and or equipment to enable the operation of WITS. For the avoidance of doubt any additional cost of any such IT solution or otherwise that may be required will be agreed by the Advisory Board and if agreed such amount will be deducted from the WITS Fund and or WITS Reserve.
- 13.4 The Host Authority shall consider applications from public sector bodies to join in the collaboration and utilise WITS by becoming a member (a "New Member"). Any such New Member application shall be reported to the Advisory Board and providing the admission of any such New Member shall not cause the Host Authority to be (a) in breach of the terms of this Agreement and/ or (b) the Law and (c) the New Member was not previously a member of WITS whose membership was terminated by the members in accordance with this Agreement, the Host Authority shall take forward the recommendation of the Advisory Board. For the avoidance of doubt a New Member shall not be refused membership without due cause.

14 CONFIDENTIALITY AND ANNOUNCEMENTS

- 14.1 Each Member ("Covenanter") shall, both during the currency of this Agreement and at all times following its termination or expiry, keep private and confidential and shall not use or disclose other than as set out specifically in this Agreement (whether for its own benefit or that of any third party) any Confidential Information about the business of and/or belonging to the other Members of WITS which has come to its attention as a result of or in connection with this Agreement. This clause is not intended to prohibit the co-operation anticipated between the Members of the WITS.
- 14.2 The obligation set out in Clause 14.1 shall not relate to information which:-

- 14.2.1 comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the Covenanter or any other person to whom the Covenanter is permitted to disclose such information under this Agreement);
- 14.2.2 is required to be disclosed by law;
- 14.2.3 was already in the possession of the Covenanter (without restrictions as to its use) on the date of receipt;
- 14.2.4 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; or
- 14.2.5 is necessary to be disclosed to provide relevant information to any insurer or insurance broker in connection with obtaining any insurance required by this Agreement.

14.3 No Member shall make any public statement or issue any press release or publish any other public document relating, connected with or arising out of this Agreement without the prior written consent of the other Members save where they are required to do so in accordance with any legal obligation.

15 CONTRACTS (THIRD PARTY RIGHTS)

15.1 The Members, as 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.

16 NOTICES

16.1 Any notice or demand in connection with this Agreement shall be in writing and shall be delivered by hand, prepaid first class post, special delivery post, facsimile or email, addressed to the recipient at the address or facsimile number set out as the principal office address at the start of this Agreement or

such other recipient address or facsimile number as may be notified in writing from time to time by a Member.

16.2 The notice or demand shall be deemed to have been duly served:-

- 16.2.1 if delivered by hand, when left at the proper address for service;
- 16.2.2 if given or made by prepaid first class post or special delivery post, 48 hours after being posted (excluding days other than Business Days);
- 16.2.3 if given or made by facsimile, at the time of transmission;
- 16.2.4 if given or made by email, at the time of transmission, provided that, where in the case of delivery by hand or transmission by facsimile or email such delivery or transmission occurs either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

16.3 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

17 GOVERNING LAW AND WELSH LANGUAGE

17.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to clause 24 (Dispute Resolution) the English and Welsh Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

- 17.2 During the Agreement the Members agree that the Host Authority and Members (where applicable) shall comply with the requirements of:
- a) the Welsh Language (Wales) Measure 2011 and the Welsh Language Standards issued to the Council (Compliance Notice – Section 44 Welsh Language (Wales) Measure 2011 insofar as it relates to the provision of the Service. A copy of the Welsh Language Standards is available from www.cardiff.gov.uk/bilingualcardiff

18 ASSIGNMENTS

- 18.1 Save where specifically permitted in this Agreement the rights and obligations of a Member under this Agreement shall not be assigned, novated, sub-contracted or otherwise transferred without the Agreement of the other Members.
- 18.2 Not Used.

19 WAIVER

- 19.1 No failure or delay by a Member to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy unless a waiver is given in writing by that member.
- 19.2 Each Member shall pay their own costs incurred in connection with the preparation, execution, completion and implementation of this Agreement.

20 ENTIRE AGREEMENT AND VARIATION

- 20.1 This Agreement contains all the terms which the Members have agreed in relation to the subject matter of this Agreement and supersedes any prior

written or oral agreements, representations or understandings between the Members relating to such subject matter.

20.2 No Member has been induced to enter into this Agreement or any of these documents by statement or promise which they do not contain, save that this clause shall not exclude any liability which a Member would otherwise have to the other in respect of any statements made fraudulently by that Member.

20.3 This Agreement shall not be varied or amended unless such variation or amendments are agreed in writing by a duly authorised representative of each of the Members.

21 AUDIT

21.1 Each Member shall be responsible for keeping its own appropriate audit records in relation to the subject matter of this Agreement save as where set out elsewhere for a period of six (6) years.

21.2 Each Member shall on request afford the other Members hereto or its representatives such access to those records as may be reasonably required by the other party in connection with the Agreement.

21.3 Without prejudice to the foregoing, in the event of any investigation into suspected fraudulent activity or other impropriety by either party or any third party in relation to WITS, each Member reserves for itself, any statutory auditors of such party and their respective authorised agents the right of access to such records and/or materials described in clause 21.1 above. Each party shall render all necessary assistance to the conduct of such investigation at all times during the currency of the Agreement or at any times thereafter. For the avoidance of doubt, each Member shall only be repaid its reasonable expenses incurred in giving assistance pursuant to this clause 21.3 in the event that the result of such investigation reveals no fraudulent activity or other impropriety on the part of such Member.

21.4 If any audit carried out by or on behalf of any Member reveals any area of non-compliance with this Agreement by a Member, written notification of the same shall be given to the defaulting party as soon as reasonably practicable and in any event within seven (7) Business Days of such audit having been concluded whereupon the defaulting party shall as soon as reasonably practicable and in any event within thirty (30) Business Days of such notification rectify any such non-compliance and implement any audit recommendation. Such rectification shall be without prejudice to any other rights or remedies to which the Members may be entitled whether under this Agreement or at law or in equity as a result of or in connection with such non-compliance.

22 COUNTERPARTS

22.1 This Agreement may be executed in any number of counterparts each of which so executed shall be an original but together shall constitute one and the same instrument.

23 RELATIONSHIP OF MEMBERS

23.1 Each Member is an independent body and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Members of partnership or (except as expressly provided in this Agreement) of principle/agent or of employer/employee. No Member shall have the right to act on behalf of another nor to bind the other by contract or otherwise except to the extent expressly permitted by the terms of this Agreement. In particular, for the avoidance of doubt, none of the provisions relating to the principles of working in partnership shall be taken to establish any partnership as defined by The Partnership Act 1890.

24. DISPUTE RESOLUTION

24.1 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause. The Members undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this partnership) to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Members.

24.2 In the event of any dispute or difference between the Host Authority and any Member and or Members relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) then the matter shall be dealt with, within ten (10) Business Days of the dispute arising, by the following officers from each Member with whom the dispute exists (escalated in the following order) in an attempt to resolve the disputed matter in good faith.

Each Member's

24.2.1 Advisory Board Member of WITS

24.2.2 Appropriate Senior Officer

24.2.3 Director or equivalent officer

24.3 If after thirty (30) Business Days of the dispute arising the matter remains unresolved the dispute will be referred to the Chief Executive of the relevant Members if not already referred.

24.4 If a resolution is not reached in accordance with clause 24.3 above and a period of forty (40) Business Days of the dispute arising has passed the dispute may be referred by either Member or Members for resolution;

24.4.1 to mediation facilitated by the President of the CEDR or his nominated representative or such other body as the Members may agree (or the CEDR may direct) for resolution by them; or

24.4.2 the exclusive jurisdiction of the Courts of England and Wales.

24.5 Any dispute and/or disagreement to be determined by CEDR or the Courts of England and Wales or such other body as agreed by the Members (as the

case may be) under this Agreement shall be promptly referred for determination to them.

- 24.6 The Members shall on request promptly supply to CEDR (as the case may be) all such assistance, documents and information as may be required for the purpose of determination and the Members shall use all reasonable endeavours to procure the prompt determination of such reference.
- 24.7 If the CEDR is appointed to determine a dispute pursuant to this clause 23 then the CEDR shall be deemed to act as an expert and not as an arbitrator and his determination shall (in the absence of manifest error) be conclusive and binding upon the Members.
- 24.8 The costs of the resolution of any dispute and/or disagreement between the Members under this Agreement shall be borne equally by the Members to the dispute in question save as may be otherwise directed by CEDR or the Courts of England and Wales (as the case may be).

25 DATA PROTECTION

- 25.1 In relation to all Personal Data, each Member shall at all times comply with the DPA, (where necessary and appropriate as a data controller) which includes (but is not limited to) maintaining a valid and up to date registration or notification under the DPA covering the data processing activities to be performed in connection with WITS and the transfer of any Personal Data to enable the Host Authority to perform the services set out. For the avoidance of doubt the Data Controller shall assume the responsibilities in accordance with the DPA. In respect of that part of the WITS that the Host Authority shall provide on behalf of the Members, the Council shall be the Data Controller.
- 25.2 Each Member will be responsible for complying with its respective obligations in respect of all Personal Data coming into its possession as a result of WITS, regardless of where the Data is stored.

- 25.3 Each Member hereby agrees that it will not input personal data into the system otherwise than in compliance with the Data Protection Act and will be responsible for obtaining any requisite consent from data subjects for this information that Member has inserted.
- 25.4 Each Member hereby agrees to indemnify the other Members hereto in respect of any claim against such party by a data subject for processing data which has been undertaken in breach of this requirement.
- 25.5 Each Member:
- 25.5.1 shall process Personal Data belonging to the other only on the instructions of that Member (subject to compliance with applicable law);
 - 25.5.2 shall only undertake processing of Personal Data reasonably required in connection with the WITS and shall not transfer any Personal Data to any country or territory outside the European Economic Area; and
 - 25.5.3 shall use reasonable endeavours to procure that all relevant sub-contractors comply with this clause.

For the avoidance of doubt, nothing in this clause shall operate as to prohibit any Member from complying with its obligations under this Agreement.

- 25.6 The Members shall not disclose Personal Data to any third parties other than:
- 25.6.1 to employees and sub-contractors to whom such disclosure is reasonably necessary in order for the Members to carry out the WITS; or
 - 25.6.2 to the extent required under a court order or to comply with any applicable laws including (but not limited to) any statute, bye law, European Directive or regulation;
- provided that any disclosure to sub-contractors shall be made subject to written terms substantially the same as, and no less stringent than, the terms

contained in this clause and it shall be incumbent on any Member to give notice in writing of any disclosure of Personal Data belonging to them or another Member which they or a sub-contractor are required to make under this clause immediately they are aware of such a requirement.

25.6.3 The Members shall bring into effect and maintain and shall use reasonable endeavours to ensure that all relevant sub-contractors have in effect and maintain all reasonable technical and organisational measures necessary to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to taking reasonable steps to ensure the reliability and probity of any employee or agent of a relevant sub-contractor having access to the Personal Data.

25.6.4 Any Member may, at reasonable intervals and no more than four (4) times in any one year request a written description of the technical and organisational methods employed by the other and any relevant sub-contractors of that Member insofar as it is applicable. Within ten (10) Business Days of such a request, the party 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 Member can determine whether or not, in connection with the Personal Data, it is compliant with the DPA. All Members shall use all reasonable endeavours to ensure that any sub-contractors of that Member also comply with such request from any other Member.

25.7 All Members shall ensure that any Personal Data they obtain and provide to any other party has been lawfully obtained and complies with the DPA and

that the use thereof in accordance with this Agreement shall not breach any of the provisions of the DPA.

25.8 If:-

25.8.1 under the DPA any Member is required to provide information to a data subject (as defined in the DPA) in relation to Personal Data when such data is in the possession or under control of any other Member; and

25.8.2 the required Member informs the controlling Member in writing that this is the case,

then the controlling Member shall guarantee reasonable and prompt co-operation to the required party in meeting its obligations under the DPA including making copies of the relevant Personal Data to the extent the same are in its possession.

25.9 Each Member shall provide the other as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Member 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 Member to: -

25.9.1 comply with its obligations under this clause and the DPA; and

25.9.2 assess whether the processing of the relevant Personal Data in connection with this Agreement is breaching or may breach the DPA in a manner which is material and not effectively sanctioned by any guidance statement issued by the Information Commissioner.

25.10 The Members shall each take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data and shall comply with the provisions of the Memorandum of Understanding on Information Governance.

25.11 Where the Host Authority is acting as Data Controller (as defined in the DPA) there shall be an obligation on the Data Processor (as defined by the DPA) to notify the Host Authority of any data breach or any breach of measures put in place to protect Personal Data promptly.

25.12 Each Member shall enter into with the Council the Memorandum of Understanding on Information Governance as appended at Appendix 7.

26 FREEDOM OF INFORMATION AND ENVIRONMENT INFORMATION

26.1 Each Member acknowledges that the other Members are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and each Member shall where reasonable assist and co-operate with the other Members (at their own expense) to enable the other Members to comply with these information disclosure obligations in respect of WITS.

26.2 The Members shall be responsible for determining in their absolute discretion whether any information requested under the FOIA or the EIR in respect of WITS:

26.2.1 is exempt from disclosure under the FOIA or the EIR;

26.2.2 is to be disclosed in response to a request for information.

26.3 Each Member acknowledges that another Member may be obliged under the FOIA or the EIR to disclose information:

- 26.3.1 without consulting with the other Member where it has not been practicable to achieve such consultation; or
- 26.3.2 following consultation with the other Member and having taken their views into account.

27 MITIGATION

Each Member shall at all times take all reasonable steps to minimise and mitigate any loss for which it is entitled to bring a claim against another Member pursuant to this Agreement.

28 STATUTORY RESPONSIBILITIES

- 28.1 Notwithstanding anything apparently to the contrary in this Agreement, in carrying out their statutory duties, the discretion of any Member shall not be fettered or otherwise affected by the terms of this Agreement.
- 28.2 Each Member shall be responsible for complying with all and any applicable Law during the Term of this Agreement.

29 SEVERABILITY

- 29.1 Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the provisions of this Agreement shall not in any way be affected or impaired thereby.

29.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Members hereto shall immediately commence good faith negotiations to remedy such invalidity.

Executed as a Deed the duly authorised representatives of the Members have signed this Agreement as a deed on the date written at the beginning of this Agreement.

IN WITNESS whereof this Agreement has been signed and delivered on the date and year stated at the beginning of this Deed.

THE COMMON SEAL of)
Abertawe Bro Morgannwg University)
Health Board was affixed hereto in)
the presence of: -)

Authorised Signatory

THE COMMON SEAL of)
Aneurin Bevan University Health Board)
was affixed hereto in)
the presence of:-)

Authorised Signatory

THE COMMON SEAL of)
Betsi Cadwaladr University)
Health Board was affixed hereto in)
the presence of: -)

Authorised Signatory

THE COMMON SEAL of)
Blaenau Gwent Council)

was affixed hereto in)
the presence of: -)

Authorised Signatory

THE COMMON SEAL of)
Bron Afon)
was affixed hereto in)
the presence of: -)

Authorised Signatory

THE COMMON SEAL of)
Camarthenshire County Council)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Cardiff and Vale University)
Heath Board)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)

Community Rehab Company)
was affixed hereto in)
the presence of: -)

Authorised Signatory

THE COMMON SEAL of)
Cwm Taf University)
Health Board)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The County Council of the)
City and county of Cardiff)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Family Fun)
was affixed hereto in)
the presence of: -)

Authorised Signatory

THE COMMON SEAL of)
Flintshire County Council)
was affixed hereto in)
the presence of: -)

Chair/ legal Services manager/ Chief Officer
Governance

THE COMMON SEAL of)
Hywel Dda University)
Health Board)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Merthyr Tydfil Council)
was affixed hereto in)

the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Monmouthshire Council)
was affixed hereto in)
the presence of: -)

Authorised Officer

The Common Seal of the)
County Council of Neath)
Port Talbot County Council)
Borough Council was hereunto)
affixed in the presence of: - THE)
COMMON SEAL of: -)

Authorised Officer

THE COMMON SEAL of)
Newport City Council)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Pembrokeshire Council)

was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Powys Health Board)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Powys County Council)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Public Health Wales)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Rhondda Cynon Taf County)
Borough Council)

was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Council of the City and County of)
Swansea)
was affixed hereto in)
the presence of: -)

Head of Legal, Democratic Services and
Business Intelligence

Authorised Signatory

THE COMMON SEAL of)
The Chief Constable for Dyfed)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Chief Constable for Gwent)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Chief Constable of)
North Wales Police)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Chief Constable of)
South Wales Police)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Office of the Police and)
Crime commissioner for Gwent)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Police and Crime Commissioner)
for Dyfed)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Police and Crime Commissioner)
For North Wales Police)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Police and Crime Commissioner)
For South Wales Police)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Torfaen County Borough Council)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Vale of Glamorgan Council)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Valleys 2 Coast)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Velindre NHS Trust)
was affixed hereto in)
the presence of: -)

Authorised Officer

Appendix 1

Intended Scope of the Wales Interpretation and Translation Service

Background

The All Wales Interpretation and Translation Partnership, established in January 2010, was a partnership comprising Criminal Justice Agencies, Health Organisations and Local Government Authorities. Its operations were coordinated and managed through a central hub, namely the Wales Interpretation and Translation Service (WITS), which had been previously established through the earlier partnership work between Cardiff Health Alliance and Gwent Police, supported by the Welsh Assembly Government.

Aims

The aims of the All Wales Interpretation & Translation Service are to: improve the quality of linguistic services within the public services in Wales, thereby improving access to public services for those members of the community with communication difficulties, i.e. those whose first language is not Welsh or English and for those who are deaf, and; to improve the efficiency of existing linguistic service provision within the various public organisations.

Outline Objectives

The Service is a 'One-Stop Shop' aimed at producing benefits in support of Welsh Assembly Government projects such as Making the Connections (2004); Communities First; the All Wales Community Cohesion Strategy, and; the Refugee Inclusion Strategy (2008).

At the same time WITS seeks to offer benefits to public service providers, such as:

- Providing an opportunity for financial savings for public service providers through:
 - reduced costs for interpreter and translation services (less travelling)
 - reduced costs of administrative services in booking interpreters (all booking carried out by WITS)
 - reduced costs of finance administration (one monthly bill instead of a single invoice for every interpreting assignment)
 - No duplicated charges for any security vetting and NPPV3 for each organisation
- Reducing the carbon footprint of Welsh public service providers.

There were areas for improvement identified within the provision of such services which WITS sought to address. Specifically these related to:

- The provision of management information in respect of all aspects of use of interpreters and translators.
- The identification of trends in language needs, controlled by world events.

- The recruitment of suitable local candidates for interpreter training.
- An absence of suitable training opportunities for local interpreters.
- The absence of a centralised booking service to enable easy access to services and professional identification of the correct interpreter on a 24/7 basis.
- The absence of a managed security vetting process for interpreters to allow them to work with vulnerable members of the community.
- The only registers of qualified interpreters do not specifically take account of the needs of Wales (i.e. 1% of their interpreters live in Wales).
- The absence of a professional framework controlling local agencies who may supply 'interpreters' or 'translators' with no qualifications or experience at all.

A one stop shop offers a number of opportunities for savings to be generated.

- Reduced travelling time for interpreters producing lower unit costs (for example reports have been received that approximately half of their current spend goes on travelling time and expenses)
- Reduced booking time. In the past, staff had to make numerous calls to source and book an interpreter. The one stop shop replaces this with one simple phone call.
- Reduced finance administration costs of handling all payment claims. The one stop shop provides a single monthly invoice in an agreed format.

Reduction in public spending

Most professionally registered interpreters live outside Wales. They are generally based around London and the South East; Birmingham and Manchester. Consequently all public bodies in Wales had to secure the services of such interpreters from England. By signposting the training and utilising the services of local interpreters, economies of scale will be achieved and will build resilience within the market.

Environmental Issues

It is anticipated the carbon footprint of public service providers in Wales would be reduced by having greater access to a wider number of interpreters and significantly reduce travelling emissions of interpreters who often travel great distance.

Objectives

The objective of WITS is to address the linguistic needs of the population by providing a service which:

- Caters for the whole of Wales
- Addresses the different service needs of each organisation
- Addresses all foreign language needs
- Addresses relevant Welsh language needs
- Addresses relevant British Sign Language needs
- Is available 24/7
- Offers training and employment opportunities to local people
- Is cost effective for local public service providers

Key Performance Indicators

WITS agrees to provide linguistic services and to maintain the following minimum fill rates against all requirements that are passed to it: Late bookings are not included in the below target rate and are defined as follows:-

Late bookings of:

Face to face interpretation and translation of documents

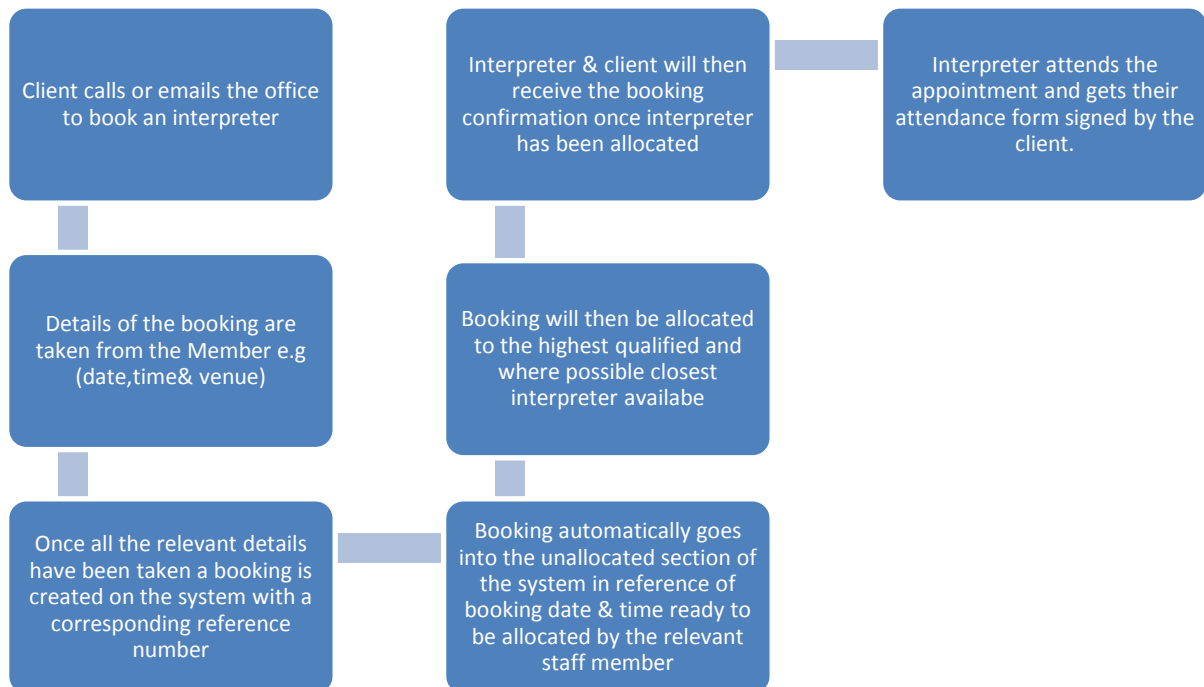
A booking is considered to be late when an interpreter request for pre-scheduled appointment has been submitted less than 48 hours in advance. For example, if an interpreter request for a follow up outpatients appointment that is due to take place at 3pm on a Wednesday is submitted at 11am on a Tuesday, we would consider this to be a late booking.

Type of Booking/Contact	Fill Rate Target
Face to face Interpretation Services (including BSL)	98% delivery for all languages

Translation of Documents	98% delivery for all languages

Complaints	
	Acknowledge your complaint within 2 working days of the date that we receive it
	Aim to resolve the complaint within 20 working days - if your complaint is more complex we may need more time.
	WITS will let you know within the 20 working day period if we think it may take longer to investigate your complaint and tell you how long they expect it to take, providing regular updates

WITS Booking Process – Flow Chart



WITS Allocation of Interpreters

ALLOCATION PROCESS

When allocating an Interpreter there are 4 main criteria WITS follows:-

- Vetting
- Location
- Type of job e.g. Police/Health or Council

If an Interpreter has the same vetting status, WITS would use location as a deciding factor on which Interpreter is allocated to the assignment.

HEALTH / COUNCIL / PROBATION ASSIGNMENTS

When allocating an interpreter to a health/council/probation assignment WITS would allocate the assignment following the criteria below:-

1. Vetting ; WITS would contact Interpreters with a valid NPPV level 3 certificate
2. If all Interpreters with a valid vetting certificate were unavailable, WITS would contact Interpreters who have a pending vetting result and advise the Member of this.

WITS **DOES NOT** allocate Interpreters who have failed a NPPV level 3 check.

POLICE ASSIGNMENTS

The difference with allocating Police assignments and Health assignments is that the location is taken less into account. A major factor which determines the allocation process is the seriousness of the offence, which is outlined below :-

ALLOCATION OUTSIDE THE PROCESS

There will be times where it is not possible to allocate Interpreters, please see below examples;

Interpreter Requests

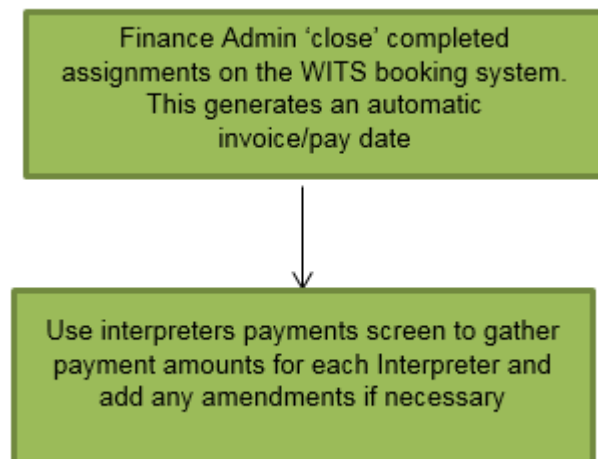
There will be instances where a Member will want to use a specific interpreter for an assignment for continuity. WITS would advise the Member that there may be better qualified interpreters available; however, WITS would allocate the Interpreter requested by the caller.

Members also request **NOT** to use specific Interpreters. This will be recorded on the Interpreter's profile and this person would not be allocated to this job. This could mean WITS allocates an Interpreter less qualified. *Please note, that if WITS cannot meet the specific requirements, we will follow the standard allocation process after authorisation from the Member.*

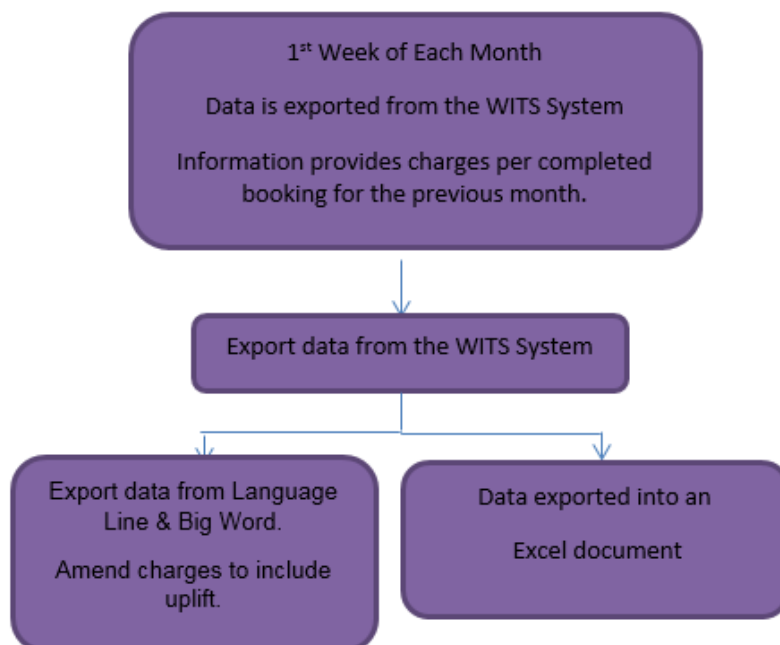
Gender Requests

If the Member requests a specific gender for an Interpreter, WITS allocates according to the gender required. *Please note, that if WITS cannot meet the specific requirements, we will follow the standard allocation process after authorisation from the Member.*

Interpreter Payment Flowchart



Member Invoicing Flowchart



WITS

WITS shall include the establishment of a WITS Management Team for operational purposes who will deal with day to day activities.

The remit of WITS Management Team is to manage WITS operations and report to WITS Advisory Board on items including operation, management information, the budget, performance and staffing issues.

Notwithstanding the generality of the foregoing, WITS Management Team shall be responsible for:

- the planning of the services to be provided pursuant to this Agreement;
- allocating and prioritising service requests received from Members;
- preparing the Annual Service Plan and the recommendation of the sums to be contributed to the WITS Reserve for each Year;
- monitoring the provision of these Services in accordance with the Service Levels; and
- investigating any failures in the Services and overseeing any work-arounds necessary
- WITS Management Team shall establish common technical, hardware specifications and manufacturers, development and project management standards. WITS Management Team shall be responsible for carrying out regular market testing for the best technical solution, quality of service and value for money.

Methodology

On behalf of WITS the Host Authority will co-ordinate the provision of linguistic services.

The Host Authority will at its own discretion employ or engage a WITS Manager and it is acknowledged and accepted by the Members that the current team consisting of a Senior Team Leader, 2 Supervisors, 2 Senior Customer Service Representatives and 8 Customer Service Representatives shall continue. For the avoidance of doubt, it is agreed and accepted no TUPE will apply with existing WITS staff, subject to review after 6 months from the Commencement Date. All staff are vetted to NPPV Level 3.

Booking Facility

The WITS Team will provide a 24 hour, 365 days a year booking facility to allow public service staff engaged or employed by any Member to contact the WITS Team and make a booking for a Translator or Interpreter .The booking shall take place by e-mail or telephone 02920 537555 and the information set out in the agreed proforma setting out all the required details must be provided to the WITS team at time of booking. A Member of the WITS team will confirm the arrangements made using the proforma.

Interpreters & Translators Used

The WITS Management Team shall ensure that the interpreters and translators will continue to be monitored in terms of vetting status and shall take responsibility for notifying individual interpreters as to the requirements. Each Member is satisfied as to the reasonableness of the vetting requirements and maintenance of the same and is further satisfied that such requirements shall meet each Members own statutory requirements. It is agreed that the interpreters that have (i)

provided a service to WITS via Gwent Police in the past and (ii) have vetting certificates that may come to an end within a period of two years from Commencement of this Agreement shall receive the cost of re-vetting paid by WITS from the surplus in the WITS Fund. All those interpreters that have not previously

provided a service to WITS shall have their DBS vetting paid for by WITS from the WITS Fund, however should such interpreters wish to have the enhanced level of vetting to NPPV Level 3 those interpreters shall be required to pay the difference between the DBS and enhanced NPPV Level 3. It is further agreed that the interpreters shall be responsible for notifying the Agency Provider of any changes to their status that would affect their ability to be continue to be approved. For the avoidance of doubt the interpreters do not have a contractual relationship with the Host Authority and therefore the Host Authority shall not be responsible to any of the Members for any errors or omissions of information that were not communicated to the Host Authority or are beyond its control. It is anticipated this will be required every 3 year period.

Interpreters and translators will be responsible for payment of the enhanced vetting procedure which is currently £100. There is a national contract with Warwickshire Police which interpreters and translators will be signposted to and will form part of the vetting procedure which they will have to pass before WITS will call upon them.

As part of the vetting procedure, which will be set out in the procurement documentation and agreed by the Members, Interpreters and Translators will have recognised linguistic qualifications or have to undergo a language test, they will also have to undergo a training regime. The training will include an initial course on professional interpreting. Further courses will then cover procedures and language within the different public sector areas. The Host Authority, via the WITS Manager and WITS Team will be responsible for maintaining an up to date record of such matters as set out in this Agreement.

Performance Monitoring

- The WITS Manager will devise performance measures, approved by the Advisory Board to ensure value for money and consistent service delivery.
- Other data including demand, top 5 languages and failure rates will be provided to partner organisations via the Advisory Board on a regular basis.

- Advisory Board members will be provided with patterns of late payments, bookings and claims where it has not be able to resolve them at a local level.
- Data will be retained in respect of Interpreters. This will include vetting status, insurance and qualification.
- Bookings will be allocated in line with a policy agreed by the Advisory Board. This will generally be based around availability, skill/qualification, and costs (including travel).

APPENDIX 2

INFORMATION & COMMUNICATION TECHNOLOGY

For an interim period of 6 months the Host Authority will be supported by GP IT supplier SRS. There will be no cost to the Host Authority during this period. SRS propose to place the WITS database used for the service into a DMZ (demilitarised zone) therefore allowing the Host Authority to fully utilise the system to provide WITS effectively.

During the six month period the Host Authority will review the systems in place prior to making a decision on a permanent IT solution which will include consideration as to whether hosting the service in-house or maintaining an arrangement with external organisation like SRS is the preferred option.

Mobile Devices Acceptable Use Policy as per Cardiff Council Policy

[Mobile Devices Acceptable Use Policy](#)

ICT Security Policy as per Cardiff Council Policy

[ICT Security Policy](#)

Appendix 3

Charges

The Members acknowledge and agree that the WITS Fund of £96,000, (which was the value as at 31st March 2017) shall transfer to the Host Authority on the Commencement Date. The Members acknowledge and agree that the WITS Fund shall be within the control of the Host Authority and may be utilised in accordance with the terms of this Agreement. Any surplus funds from GP during the transfer period to the Host Authority shall be added to the WITS Fund to cover any deficit, if necessary.

The Members acknowledge and agree that there will be an ongoing requirement to ensure WITS remains cost neutral to the Host Authority in accordance with clause 12.5 and hereby agree that the Host Authority will regularly review and at least annually in accordance with the Annual Service Plan propose changes to the Charges (where necessary) to ensure all service costs will be met by the Members.

The Members will collectively meet all the running costs of WITS , as calculated by the Host Authority. The Annual Running Costs may include all and any costs and expenses incurred by the Host Authority in providing WITS . Without limitation to the generality of the forgoing it shall include but not be limited to: -

- Accommodation for the WITS Team and WITS Manager and all costs incurred in employing or engaging such personnel and the costs of bringing such employment or engagement to an end
- IT equipment, software, license fees and support
- Any Vetting requirements as agreed by the Advisory Board
- Agency Provider costs
- Communication costs
- Insurance as applicable for the Host Authority
- Stationery
- Provision of Disaster Recovery Facility
- Information Governance costs

- And any other costs or charges reasonably incurred by the Host Authority

The Annual Running Costs will be recovered by the WITS Team by adding the proportionate running cost percentages (calculated by reference to use of WITS) to the costs charged by the Translators and Interpreters (set out in the Schedule of Charges) and the Agency Provider engaged on behalf of the Client Authority. The fees charged will reflect interpreter charges and overheads to cover costs of running WITS . These Annual Running Costs and the Schedule of Charges shall be reviewed annually and presented to the Advisory Board for approval. For the avoidance of doubt where the Host Authority is of the reasonable opinion that a change is required to the Annual Running Costs, such change whether an increase or decrease shall be presented to the Advisory Board for approval, in accordance with the provisions clause 12.4

The Host Authority will pay the interpreters and translators via the Agency Provider and in accordance with the Contract.

The Host Authority will seek the approval of the Advisory Board before incurring any capital expenditure which shall exceed either the WITS Fund and or the WITS Reserve, which should be directly attributable to WITS . Any capital and revenue expenditure should be recovered in the year incurred and will be deducted from the WITS Fund and the WITS Reserve as required.

It is intended that the sums invoiced by the WITS Team minus all payments should result in a net cash surplus in each financial year or should break even and any surplus shall be retained in the WITS Reserve.

Any sums retained in either the WITS Fund or WITS Reserve upon termination and or expiry of this Agreement shall be used to ensure

WITS remains cost neutral to the Host Authority. For the avoidance of doubt the WITS Fund and WITS Reserve may be used to fund any future and or ongoing liabilities and or costs attributable to WITS to include and not limited to any employment costs. Should there be any funds over and above such costs remaining then such funds shall be shared between the Members proportionately (calculation by reference to the previous years usage).

Any deficit will be borne by the Members. All Members will carry any annual deficit between revenue and expenditure, proportionately (calculated by reference to usage), as against submitted invoices for that year.

Schedule of Charges for each Member

PAYMENTS TO INTERPRETERS	Minimum Hours	Minimum Charge	Payment Locally Trained / JTI	Payment Locally Trained / JTI	Payment NRPSI/DPSI Qualified	Payment NRPSI/DPSI Qualified
			Days 08:00-20:00 hrs	Weekend Public Holidays Evenings 20:00 - 08:00 hrs	Days 08:00 - 20:00 hrs	Weekend Public Holidays Evenings 20:00 - 08:00 hrs
NHS & Local Authority Partners	1	1	£20	£28	£22	£31
Police Partners & Probation	2	2	£48	£62	£60	£82
Probation Services (CRC)	2	2	£48	£62	£60	£82

WITS
Charges for Interpreters (Non BSL)
(NHS and Local Authorities)

Interpreting Time

A minimum booking duration of 1 hours will be made unless specified for longer with all periods in excess of 1 hour being charged to the nearest 15 minutes.

HOURS	DAYS MON. to FRI. 0800 – 2000 Hrs	NIGHTS: MON to FRI 2000 – 0800Hrs & SATURDAYS & SUNDAYS & PUBLIC HOLIDAYS
Minimum Charge:		
1 Hours	£28.00	£42.00
Charges for periods in excess of 1 hour		
15mins	£7.00	£10.50
30mins	£14.00	£21.00
45mins	£21.00	£31.50
1 Hour	£28.00	£42.00

Travel Time

Reasonable travelling time will be charged at a rate of **£20 per hour** (where the total time of interpreting and travelling exceeds the 1 hour minimum payment).

Mileage will be charged at 40p/ mile. All distances/ times will be charged in accordance with RAC route-finder information.

Expenses

All reasonable and evidenced additional expenses in connection with travel etc will be charged for reimbursement.

Telephone interpreting contracts arranged through WITS.

Via The Big Word charged to the second at a rate of 57p/ minute.

Via Language Line charged to the next minute at a rate of 67p/ minute

Written translation

Translation is charged at £70 per 1000 English words, (**minimum fee £50**).

Proof reading is charged at £20 per 1000 English words.

NB Multiple jobs for the same language will be aggregated.

Cancellation of Bookings

No cancellation fee will be charged where a booking is cancelled at least 24 hours prior to the appointment time. If a booking is cancelled within 24 hours the full interpretation booking fee is chargeable. Mileage and Travel time will also be charged where applicable.

WITS
Charges for Interpreters (Police) (Non BSL)

Interpreting Time

A minimum booking duration of 2 hours will be made unless specified for longer with all periods in excess of 1 hour being charged to the nearest 15 minutes.

HOURS	DAYS MON. to FRI. 0800 – 2000 Hrs	NIGHTS: MON to FRI 2000 – 0800Hrs & SATURDAYS & SUNDAYS & PUBLIC HOLIDAYS
Minimum Charge:		
2 Hours	£80	£102.00
Charges for periods in excess of 1 hour		
15mins	£10.00	£12.75
30mins	£20.00	£25.50
45mins	£30.00	£38.25
1 Hour	£40.00	£51.00

Travel Time

Reasonable travelling time will be charged at a rate of **£22 per hour**, (but only where the total time of interpreting and travelling exceeds the 2 hours minimum payment)

Mileage will be charged at 40p/ mile. All distances/ times will be charged in accordance with RAC route-finder information.

Expenses

All reasonable and evidenced additional expenses in connection with travel and meals will be charged for reimbursement.

Telephone interpreting contracts arranged through WITS.

Via The Big Word charged to the second at a rate of 57p/ minute.

Via Language Line charged to the next minute at a rate of 67p/ minute

Written translation

Translation is charged at £70 per 1000 English words, (**minimum fee £50**).

Proof reading is charged at £20 per 1000 English words.

NB Multiple jobs for the same language will be aggregated.

Cancellation of Bookings

No cancellation fee will be charged where a booking is cancelled at least 24 hours prior to the appointment time. If a booking is cancelled within 24 hours the full interpretation booking fee is chargeable. Mileage and Travel time will also be charged where applicable.

WITS
Charges for Interpreters (Probation Service) (Non BSL)

Interpreting Time

A minimum booking duration of 2 hours will be made unless specified for longer with all periods in excess of 1 hour being charged to the nearest 15 minutes.

HOURS	DAYS MON. to FRI. 0800 – 2000 Hrs	NIGHTS: MON to FRI 2000 – 0800Hrs & SATURDAYS & SUNDAYS & PUBLIC HOLIDAYS
Minimum Charge:		
2 Hours	£60	£96
Charges for periods in excess of 1 hour		
15mins	£7.50	£12.00
30mins	£15.00	£24.00
45mins	£22.50	£36.00
1 Hour	£30.00	£48.00

Travel Time

Reasonable travelling time will be charged at a rate of £22 per hour, (but only where the total time of interpreting and travelling exceeds the 2 hours minimum payment)

Mileage will be charged at 40p/ mile. All distances/ times will be charged in accordance with RAC route-finder information.

Expenses

All reasonable and evidenced additional expenses in connection with travel and meals will be charged for reimbursement.

Telephone interpreting contracts arranged through WITS.

Via The Big Word charged to the second at a rate of 57p/ minute.

Via Language Line charged to the next minute at a rate of 67p/ minute

Written translation

Translation is charged at £70 per 1000 English words, (minimum fee £50).

Proof reading is charged at £20 per 1000 English words.

NB Multiple jobs for the same language will be aggregated.

Cancellation of Bookings

No cancellation fee will be charged where a booking is cancelled at least 24 hours prior to the appointment time. If a booking is cancelled within 24 hours the full interpretation booking fee is chargeable. Mileage and Travel time will also be charged where applicable.

WITS
Charges for Interpreters BSL (NHS, Local Authorities, Police & Probation)

Interpreting Time

A minimum booking duration of 3 hours will be made. All periods in excess of 3 hours will be charged to the nearest 15 minutes.

If the total time of interpreting and travelling exceeds 3 hours, then reasonable travelling time will be charged at a rate of £22 per hour. All mileage claims will be charged at 40p per mile.

HOURS	DAYS MON. to FRI. 0800 – 2000 Hrs	NIGHTS: MON to FRI 2000 – 0800Hrs & SATURDAYS & SUNDAYS & PUBLIC HOLIDAYS
Minimum Charge:		
3 Hours	£102.00	£144.00
Charges for periods in excess of 3 hour		
15mins	£8.50	£12.00
30mins	£17.00	£24.00
45mins	£25.50	£36.00
1 Hour	£34.00	£48.00
Travel Time per 15mins	£5.50	£5.50

Travel Time/ Mileage

Travel time will only be charged where the total time of interpreting and travelling exceeds the 3 hours minimum payment

Mileage will be charged at 40p/mile

All distances/ times will be paid in accordance with RAC route-finder data.

Expenses

All reasonable and evidenced additional expenses in connection with travel and meals will be reimbursed

Cancellation of Bookings

Where at least 8 days' notice of assignment cancellation is provided, no charge will apply.

If an assignment is cancelled 7 days or less before the assignment date a 50% charge will apply for the interpretation period (3 hour minimum)

If a booking is cancelled within 24 hours the full interpretation booking fee is chargeable 3 hour minimum. Mileage and Travel time will also be charged where applicable.

Asset Register



WITS ASSET REGISTER [SUBJECT TO MINOR CHANGE]

Desk	Description	Asset No.	Owner
4055	PC	21319	GWP
	Monitor 1	N/A WITS	GWP
	Monitor 2	N/A WITS	GWP
4068	PC	GP001398	GWP
	Monitor 1	N/A WITS	GWP
	Monitor 2	N/A WITS	GWP
4052	PC	GP001825	GWP
	Monitor 1	100353	GWP
	Monitor 2	N/A WITS	GWP
4059	PC	21106	GWP
	Monitor	N/A WITS	GWP
	2nd Monitor	N/A WITS	GWP
4058	PC	GP001544	GWP
	Monitor 1	100386	GWP
	Monitor 2	N/A WITS	GWP
4051	PC	20595	GWP
	Monitor 1	No. Missing (GP)	GWP
	Monitor 2	N/A WITS	GWP
4053	PC	GP001777	GWP
	Monitor 1	100360	GWP
	Monitor 2	N/A WITS	GWP
4069	PC	20259	GWP
	Monitor 1	N/A WITS	GWP
	Monitor 2	N/A WITS	GWP
4050	PC	20828	GWP

	Monitor 1	100359	GWP
	Monitor 2	N/A WITS	GWP
4062	PC	21112	GWP
	Monitor	N/A WITS	GWP
4054	PC	20680	GWP
	Monitor 1	20287	GWP
	Monitor 2	20288	GWP
4054+1	PC	20124	GWP
	Monitor 1	100771	GWP
	Monitor 2	N/A WITS	GWP
4054+2	Laptop	20572	GWP
	Monitor	N/A WITS	GWP
2008	Monitor	100387	GWP
OTHER	Projector	748238	GWP
	Dock	573235	GWP
	Headsets x 11	N/A WITS	WITS
	Laser Printer	9125	WITS
	Chairs x 13	N/A WITS	WITS
	Desktop Fans x 7	N/A WITS	WITS
	Desktop Fan x 1	7914	WITS
	Laptop	100802	GWP
	Laptop	GP000280	GWP
	MFD Printer	N/A WITS	GWP
	Scanjet	100370	WITS
	Paper Shredder	N/A WITS	WITS
	Radiator Heater	N/A WITS	GWP
	ID Card Machine	N/A WITS	WITS
	Space Heater	401248	GWP
	Fax Machine	400407	GWP

Appendix 4

Wales Interpretation and Translation Service (WITS) Advisory Board

TERMS OF REFERENCE

1. The objective of the Advisory Board is to oversee the progress of the development of WITS and set the strategic direction of WITS . This includes (but not limited to):
 - i. Making recommendations as to policy approval including booking allocation
 - ii. monitoring the budget,
 - iii. Review and approve, on an annual basis, the Annual Running Costs and the Schedule of Charges and where required, propose changes to the charging structure to ensure a balanced budget,
 - iv. making recommendations as to the required staffing structure,
 - v. making recommendation as to the spending decisions on any surplus income,
 - vi. monitoring performance of all WITS activity including complaints
 - vii. Setting requirements of Vetting and re-vetting,
 - viii. Setting delivery standards for the WITS Management Team,
 - ix. Assessing the service usage of all Members
 - x. Ensuring the Management team are fully equipped to provide the Services
 - xi. Ensuring sufficient technology is available and or accessible by WITS to allow the service to operate
 - xii. Making recommendations for the formation and agreement of any disciplinary and or complaints policy
 - xiii. Approve the Annual Service Plan
 - xiv. Approve capital expenditure eg. costs of new IT solutions / equipment
 - xv. Make recommendations to the Host Authority on New Members
 - xvi. Consider cases of serious breach of Code of Conduct by interpreters/translators (as per WITS Complaints Policy) that could

result in the removal of the Interpreter from the WITS list and provide Members for a Panel of Appeal as necessary.

2. The Advisory Board shall delegate the day to day management of WITS to the WITS Management Team.
3. The Advisory Board shall have the power to make recommendations to the Host Authority and at all times work collaboratively for the benefit of WITS.
4. The Host Authority shall implement the recommendations of the Advisory Board providing they are (a) in accordance with the terms of this Agreement (b) exercised within the powers and statutory framework for the Host Authority and (c) in accordance with the Law.

Appendix 5

The duties of the WITS Manager are: -

- 1 To schedule meetings of the Advisory Board and provide quarterly, progress and financial reports to the Advisory Board on WITS
- 2 To ensure there is a standard method of presenting information relating toll Members
- 3 To collate evidence of WITS performance
- 4 To co-ordinate and direct the WITS linguistic services
- 5 To co-ordinate communication of the WITS and act as a single point of contact for media
- 6 To ensure invoicing of Members in a timely manner as set out in this Agreement
- 7 To Manage WITS in accordance with the Host Authority's financial requirements and protocols
- 8 To put in place appropriate efficiency regimes to control costs
- 9 Identifying efficiency savings that can be made in the following year

Appendix 6 – Not Used

Appendix 7

**Information Governance
Memorandum of Understanding
Between**

Cardiff Council

and

WITS Members

**In respect of matters relating to WITS
(Wales Interpretation and Translation Service)
hosted by Cardiff Council**

Introduction

In order to ensure that data is shared, adequately protected, maintained, retained, destroyed and the information rights of individuals are upheld and managed, all parties agree to sign up to this Memorandum of Understanding.

The interactions and interdependencies between organisations is a key Information Governance consideration and therefore it is recognised that the operation of this MOU will be reviewed annually.

Data Controller

Working in collaboration as set out in the Collaboration Agreement requires the roles of each of the parties to be clear in respect of the work that they are undertaking to achieve the common aim of the WITS.

Whilst all parties are data controllers, in respect of the WITS, Cardiff Council will be the Data Controller as host organisation, this includes the information created to deliver the secretariat support to the Advisory Board. The service will be registered as part of Cardiff Council's Data Protection Registration.

Information Flows

The information flows have been mapped to ensure that there is an overview of what information is being gathered, created, its origin, the location of the information, where information is being exchanged and for what purpose. This has been considered as part of the Privacy Impact Assessment arrangements of the Data Controller.

Information Management

The Information Management practice falls in line with the role of the Data Controller. Accordingly, the City of Cardiff Council shall be responsible for information governance in relation to information held by it. For the avoidance of doubt, this will include:

- (i) Data Protection
- (ii) Freedom of Information
- (iii) Records management

(iv) SIRO oversight

Where a request for information is submitted to the WITS hosted by Cardiff Council, any requests for information will be processed in line with Cardiff Council's Freedom of Information/Environmental Information Regulation Policy and Data Protection Act Requests for Information Policy.

Retention & Destruction

The retention of documents and information created as part of the WITS work will fall in line with Cardiff Council's Retention Schedule.

Freedom of Information Act/Environmental Information Regulations

The Freedom of Information Act sets out the requirements for the Data Controller. The process for handling and responding to these will fall in line with that set out in the Sections headed Data Controller and Information Management.

Rights of Subject Access under section 7 of the Data Protection Act

The Subject Access Request provisions set out the requirements for the Data Controller. The process for handling and responding to these will fall in line with that set out in the Sections headed Data Controllers and Information Management.

Data Processors

The Agency Provider will be Data Controller and responsible for the contracts and arrangements between themselves and the translators.

In this respect the Agency Provider will need to ensure that the contracts it has in place with individuals/translators clearly set out that their information for the purposes of delivery of WITS will be processed with Cardiff Council and its booking and payment providers.

Accessing information held by Gwent Police

As an interim arrangement to enable WITS to be transferred to Cardiff Council it has been arranged for staff within WITS to access and use the existing Gwent Police system. Access controls and permissions are in place to ensure that the information

and the integrity of the information held on that system is maintained during this interim period.

As information held on the Gwent Police system will not be transferred to Cardiff Council systems ad hoc access to information and records held on the Gwent Police system will be actioned with both parties maintaining a record of what information has been provided, the purpose of requesting the information, together with the details of the requesting officer.

It is important to recognise that once information has been transferred that Cardiff Council holds that information and that information is subject to the Freedom of Information Act and the Subject Access Provisions of the Data Protection Act.

For the purposes of data held on Gwent Police systems, Gwent Police will continue to operate as the data controller of this information until such a time as this may be transferred to Cardiff Council.

New General Data Protection Regulation (“GDPR”)

The GDPR comes into force in May 2018 and places additional requirements on Data Controllers. The main changes relate to:

- The need for Data Processing Contracts
- Mandatory notifications of data breach incidents
- The rights of individuals in relation to access to their information and details of processing

Cardiff Council as a Data Controller will need to ensure that it is compliant with the GDPR by May 2018. This will impact on the Information Governance arrangements set out in this Memorandum of Understanding. Therefore a review of the MOU will need to take place in April 2018.

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Policy and Resources Cabinet Board

Report of the Head of Corporate Strategy and Democratic Services - K.Jones

Matter for Information

Ward Affected: All

Officer Urgency Action: 0033

Re: Policy and Resources Cabinet Board – 20 September, 2017.

Details of the above Urgency Action taken by the Head of Corporate Strategy and Democratic Services in consultation with the requisite Members, for immediate implementation.

Due to the Meeting of the Policy and Resources Cabinet Board, held on the 20th September 2017 not being quorate, the decisions taken at the meeting be confirmed.

There is no call-in of this matter.

The Minutes were dated 27 November, 2017 and is attached for Members' Information.

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EXECUTIVE DECISION RECORD
POLICY AND RESOURCES CABINET BOARD
20 SEPTEMBER, 2017

Cabinet Members:

Councillors: A.J.Taylor and D.Jones

Officers in Attendance:

K.Jones, D.Rees and N.Headon

1. **APPOINTMENT OF CHAIRPERSON**

Agree that Councillor A.J.Taylor be appointed Chairperson for the meeting.

2. **MEMBERS DECLARATIONS OF INTEREST**

The following Member made a declaration of interest at the commencement of the meeting:

Councillor D Jones

Re Report of the Director of Finance and Corporate Services on Proposed Extension of the term of Lease of Recreation Land and Playing Field situated between Bryn Catwg and Cwmbach Road, Cadoxton, Neath as she is a Member of Blaenhonddan Community Council.

3. **MINUTES OF THE PREVIOUS POLICY AND RESOURCES CABINET BOARD HELD ON 25 JULY, 2017**

Noted by Committee.

4. **FORWARD WORK PROGRAMME 2017**

Decision:

That the report be noted.

5. **AWARD OF CONTRACT FOR MANAGED SERVICE FOR THE PROVISION OF AGENCY WORKERS**

Decision:

That approval be granted to utilise the direct award provision in the National Procurement Service (NPS) Framework to enter into contract with Comensura Ltd, to re-appoint Comensura as the Managed Service Provider for the supply of Agency Staff for the period 1 January to 7 October 2018, with the option to extend the arrangements for up to a further 12 months.

Reason for Decision:

To ensure continuity of service of a Vendor Managed Service for the provision of agency workers.

Implementation of Decision:

The decision will be implemented after the three day call in period.

6. **PROPOSALS FOR A WELSH LANGUAGE BILL - WHITE PAPER CONSULTATION**

Decision:

That the views of the Scrutiny Committee form the basis of the Authority's response to the Welsh Government's consultation on the Welsh Language Bill.

Reason for Decision:

To ensure the Council's views on the proposals for a Welsh Language Bill are conveyed to the Welsh Government.

Implementation of Decision:

The decision will be implemented after the three day call in period.

7. **COMMENTS, COMPLIMENTS AND COMPLAINTS ANNUAL REPORT**

Decision:

That the report be noted.

8. **QUARTERLY PERFORMANCE MANAGEMENT DATA 2017/2018 -
QUARTER 1 PERFORMANCE (1 APRIL 2017 - 30 JUNE 2017)**

Decision:

That the report be noted.

9. **MISCELLANEOUS GRANT FUND APPLICATIONS**

Decisions:

1. That approval be granted for Ystalyfera Community Council to receive grant assistance in the sum of £300 pa towards the annual rent of £434.50 for lease of Godre'r Graig Park;
2. That approval be granted for the Friends of Margam Park to receive grant assistance in the sum of £875 towards annual rent of £1,000 for lease arrangements of the Castle Rooms Margam Park, to be reviewed in line with the rent period.

Reason for Decisions:

To decide on providing financial support in respect of the grant applications received.

Implementation of Decisions:

The decisions will be implemented after the three day call in period.

10. **INSURANCE ARRANGEMENTS 2017/18**

Decision:

That approval be granted for the Council's Insurance Renewal Arrangements, as contained in the circulated report, be in place before 1 October 2017.

Reason for Decision:

To provide a decision in relation to the Council's Insurance arrangements, which need to be in place before the 1st October 2017.

Implementation of Decision:

The decision will be implemented after the three day call in period.

11. **EDUCATION TRUST FUND SIGNATORIES**

Decision:

That approval be given for Hywel Jenkins (Director of Finance and Corporate Services), David Rees (Head of Financial Services) and Sue Gorman (Chief Accountant) to be authorised signatories for the investment funds relating to the following Charities:-

- Cwmtawe Prize (Margaret Williams)
- DW Davies Ystalyfera Testimonial Scholarship for School
- Penlan Fach Scholarship
- DW Davies Ty Coch Scholarship
- Ystalyfera - Building Surplus Scholarship Fund

Reason for Decision:

To formally confirm authorised officers to administer and be signatories to the above funds.

Implementation of Decision:

The decision will be implemented after the three day call in period.

12. **ANNUAL TREASURY MANAGEMENT OUTTURN REPORT 2016/17**

Decision:

That the report be noted.

13. **TREASURY MANAGEMENT MONITORING 2014/18**

Decision:

That the report be noted.

14. **HOUSING LOAN SCHEMES**

Decision:

That the changes in the delivery of the Housing Loan Scheme, as set out by the Welsh Assembly Government, be approved.

Reason for Decision:

The proposed decision will enable the Authority to maximise the funding opportunity presented by the Loan schemes to bring empty properties back into use as residential accommodation and to improve the quality of private sector housing throughout the borough.

Implementation of Decision:

The decision will be implemented after the three day call in period.

15. **HAROLD AND JOYCE CHARLES TRUST FUND**

Decision:

That approval be granted for the Director of Finance and Director of Education to administer the Harold and Joyce Trust Fund, in accordance with the objects and rules outlined in the Trust Deed and make available grant application for September 2018.

Reason for Decision:

To administer the fund in accordance with the Trust Deed.

Implementation of Decision:

The decision will be implemented after the three day call in period.

16. **ACCESS TO MEETINGS**

That pursuant to Regulation 4(3) and (5) of Statutory Instrument 2001 No. 2290, the public be excluded for the following items of business which involved the likely disclosure of exempt information as defined in the undermentioned Paragraphs of Part 4 of Schedule 12A to the Local Government Act 1972.

17. **WRITE OFF BUSINESS RATES**

(Exempt under Paragraph 14)

Decision:

That the write off amounts contained within the Private circulated report, be approved.

Reason for Decision:

The accounts are irrecoverable.

Implementation of Decision:

The decision will be implemented after the three day call in period.

18. **PROPOSED EXTENSION OF THE TERM OF LEASE OF RECREATION LAND AND PLAYING FIELD**

(Exempt under Paragraph 14)

Decision:

That the item be deferred to a future meeting.

19. **HARDSHIP RELIEF**

(Exempt under Paragraph 12 &14)

Decisions:

That the Business Rates, Hardship Relief application from JTEKT Automotive UK Limited, Neath, for the full year 2017-2018, be granted.

Reasons for Decisions:

For the reasons contained in the private circulated report.

Implementation of Decisions:

The decision will be implemented after the three day call in period.

CHAIRPERSON

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MARGAM JOINT CREMATORIUM COMMITTEE

(Acting with Plenary Powers)

Members Present:

16 June, 2017

**Representing Neath
Port Talbot County
Borough Council:**

Councillors E.V.Latham, R.G.Jones,
S.Bamsey, S.M.Penry and R.L.Taylor

**Officers in
Attendance:**

H.Jenkins, D.Michael, S.Brennan, A.Dixon,
N.Headon and T.Davies

1. **APPOINTMENT OF CHAIRPERSON 2017-18**

Prior to the election of the Chair and Vice Chair, Mr.D.Michael opened the meeting.

RESOLVED: that Councillor.E.V.Latham be appointed
Chair of the Margam Joint Crematorium
Committee for the Civic Year 2017/18.

2. **APPOINTMENT OF VICE CHAIRPERSON 2017-18**

RESOLVED: that the appointment of Vice Chair of the
Margam Joint Crematorium Committee for
the Civic Year 2017/18, be deferred to the
next meeting.

3. **MINUTES OF THE PREVIOUS MEETINGS OF THE JOINT
COMMITTEE HELD ON 20 JANUARY 2017**

RESOLVED: that the Minutes of the previous meeting held on
the 20 January 2017 be confirmed as a true and
accurate record of proceedings.

4. **OUTTURN REPORT AND ANNUAL RETURN 2016-17**

The Treasurer gave an overview of the Margam Crematorium Joint Committee Outturn position for 2016/17 which included the Annual Return required to comply with proper accounting practices.

It was noted that any material changes to the Annual Return resulting from examination by Wales Audit Office would be reported back to Committee in September 2017.

A workshop group will be formed in order for Members to discuss at length the capital programme going forward, and an update report will be presented to Members at the next meeting of the Joint Committee, with regards the ongoing Capital Programme of Works. This additional recommendation is reflected at decision No. 5 below.

- RESOLVED:**
1. that the Outturn report for 2016/17 be approved;
 2. that the Annual Return, prior to Audit Certificate for the year ended 31 March 2017 be approved;
 3. that the Chairperson of Margam Joint Crematorium Committee sign the Annual Return and it be submitted to the external auditors for consideration;
 4. That the Annual Governance Statement be confirmed;
 5. That a Capital Programme Workshop Group be formed to discuss Capital Works going forward, with any recommendations to be brought before the Joint Committee for decision.

5. **REVIEW OF CREMATION FEES FOR MINORS UP TO THE AGE OF 12**

Members noted that the MP for Swansea East name should read 'Carolyn Harris' and not 'Caroline Harris' (Page 27 of the circulated report), and the total of numbers of cremations of minors under the

age of 12 for the financial year 2016/17 (table on Page 28 of the circulated report) should read '20' not '11'.

RESOLVED: that the Cremation service and certificate for children up to the age of 12 years be provided free of charge by Margam Crematorium.

6. **PALM SUNDAY SERVICE OF REMEMBRANCE 2017**

Members noted that the attendance of the annual Palm Sunday Service of Remembrance had decreased in recent years, but that the service in 2017 had been the largest seen for many years.

RESOLVED: that the report be noted.

7. **GREY GRANITE MEMORIAL BENCHES**

RESOLVED: that the report be noted.

8. **CREMATION AND BURIAL COMMUNICATION AND EDUCATION CONFERENCE 2017**

RESOLVED: that the report be noted.

9. **DONATION TO NOMINATED CHARITY**

RESOLVED: that the report be noted.

10. **WESLEY MEDIA MUSIC SYSTEM**

Members considered the report and noted the decision recorded at Minute No. 5 above.

RESOLVED: that the charges set out in the table (attached as an Appendix) be approved, *with the exception of services for children up to the age of 12 years, which will be provided free of charge by Margam Crematorium.*

Wesley Media Charges

<u>Service Provided</u>		<u>Cost to families</u>
<u>Audio Recording</u> (USB memory stick or CD as requested)	1st USB	£53.00
	Additional USB's	£23.00
<u>Video Recording</u> (USB memory stick or CD as requested)	1st USB	£53.00
	Additional USB's	£23.00
	Tribute embedded in video recording	£18.00
<u>Visual Tribute</u>	Max of 30 photographs + 4 mins Video	£92.00
	USB (copy of tribute)	£32.00
	Single Photograph	£18.00
<u>Web Casting</u>	Per service	£53.00

CHAIRPERSON

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Policy & Resources Cabinet Board

13 December 2017

Report of the Director of Finance & Corporate Services

H. Jenkins

Matter for: Decision

Wards Affected: All Wards

Third Sector Grant Funding – Award of Grants 2018/19

Purpose of Report

For Members to note the monitoring arrangements for the current 3 year grant recipients as listed in Appendix 1 and to seek Members approval on the award of grants to Third Sector organisations.

Executive Summary

This report presents the outcomes of the monitoring arrangements for current year grant recipients and the outcome of the assessments undertaken for the 20 applications received this year. The applications were assessed by the Third Sector Grants Group, whose membership is made up of Directorate representatives already involved in the grant funding process and are responsible for the administration of the Scheme.

Monitoring Arrangements

Strategic partner organisations were offered grants for a 3 year period commencing 1st April 2016 provided they continued to deliver quality services in line with the grant agreement. The partner organisations are listed in Appendix 1 and are required to complete a 6 monthly return by end of October 2017 and end of April 2018. The Group have monitored the October returns and are satisfied with performance to date and recommend the recipients continue to receive funding for year 3 i.e. 2018/19.

All other 2017/18 grant recipients (1 year) are required to submit evidence of outcomes and performance achieved by end of January 2018.

Assessment of Grant Applications for 2018/19

The Group used the relevant assessment criteria, to ensure consistency and equity in the assessment of the applications received which are.

- Reduce demand on public services;
- Increase the number of people in the population who are digitally included;
- Reduce inequality;
- Draw in funding from other sources, increasing income to the county borough;
- Promote the independence and wellbeing of vulnerable people

Appendix 2 contains a table listing which applications are approved for funding and which applications are not approved are set out in Appendix 3.

Due to the fact that the total value of new applications at £248k, set out in Appendix 3, far exceed the funds available it is not possible to support those applications. Whilst the applications are worthy of consideration the funding capacity to support is not available.

Financial Appraisal

As Members are aware the Welsh Government's Provisional Local Government Settlement for 2018-19 was announced on 10 October 2017 with the Final Announcement expected on 20 December 2017. The settlement showed an All Wales reduction in funding of 0.5% with Neath Port Talbot Council's funding being slightly better than the Welsh average at a reduction of 0.4%.

Members will recall that for 2017-18 the Budget remained at £413,630, the same as in 2016-17. The Policy and Resources Cabinet Board approved at its meeting of 25 July 2017 to seek applications from third Sector Organisations in line with the Council's Third Sector Grant Funding Scheme to support Council Priorities.

One of the principles of the Third Sector Grant Funding Scheme is that the amounts of funds available will vary in line with the Settlement.

Members should note that it is proposed that the total budget quantum for 2018/19 will remain at £413,630 as per the current year and that the grant awarded to our Strategic Partners will be decreased by 0.4% in line with the provisional settlement. The proposed amount payable to each partner in 2018/19 is set out in Appendix 1.

Table 1

Budget	2017/18
Strategic Partners – Year 2	£297,714
One off grants – Community Safety and Miscellaneous	£15,000
Other	£100,916
Total Base Budget available	£413,630

The following table illustrates the funds available together with the proposed distribution:

Table 2

Budget Summary 2016/17, 2017/18 and 2018/2019	2017/18	2018/19
Total available	£413,630	£413,630
Add amount carried forward to	£51,000	£17,295
Less approved for 2017-18	£432,335	-
Amount Available Dec 2017	£32,295	£430,925
Total recommended for approval December 2017:-		
Appendix 1 – year 3 for Strategic Partners	N/A	£296,527
Appendix 2 – New Applications	£15,000	£112,229
One off grants – Community Safety and Miscellaneous	N/A	£15,000
Sub total	£15,000	£423,756
Amount carried forward to 2018/19	£17,295	-
Balance remaining	N/A	£7,169

Equality Impact Assessment (EIA)

1. The Equality Act 2010 requires public bodies to “pay due regard to the need to:
 - Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act;
 - Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
 - Foster good relations between persons who share relevant protected characteristics and persons who do not share it.”
2. An Equality Impact Assessment was completed as part of the development of the Grant Scheme and all applications have been considered in alignment with that Scheme and therefore no further Equality Impact Assessment is required.

Workforce Impact

There is no workforce impact.

Legal Impact

All successful grant recipients will be required to sign a Grant Agreement.

Risk Management

The successful grant recipients will assist the Council to provide important services within the County Borough or specific areas.

Recommendations

It is recommended that Members:

1. Note the monitoring arrangements for the current grant recipients.
2. Approve the award of Grants to the Third Sector organisations as set out in Appendices 1 and 2 of this report.
3. Confirm that grants not be awarded for the applications set out in Appendix 3 of this report.

Reason for Proposed Decision

To approve grants to third sector organisations in line with the Council's Scheme.

Implementation of Decision

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

Appendices

Appendix 1 – Grant proposed to Third Sector Strategic Partners

Appendix 2 – Third Sector New Applications 2018/19 – Applications recommended for approval

Appendix 3 – Third Sector New Applications 2018/19 – Applications not recommended for approval

List of Background Papers

The Neath Port Talbot Third Sector Grant Funding Scheme and applications.

Officer Contact

Hywel Jenkins, Director of Finance & Corporate Services. Tel: 01639 763251 or email: h.jenkins@npt.gov.uk

Karen Jones, Head of Corporate Strategy and Democratic Services. Tel: 01639 763284 or e-mail: k.jones3@npt.gov.uk

Caryn Furlow, Corporate Policy, Performance & Partnerships Manager. Tel: 01639 763242 or email: c.furlow@npt.gov.uk

Grant proposed to Third Sector Strategic Partners

Organisation	Grant Awarded 2017/18	Grant Awarded 2018/19	Overview of outcomes to be delivered:
1. Canolfan Maerdy	£17,837	£17,766	Ensuring children, families and the local communities in the Amman Valley have access to, or can get involved in developing services that promote wellbeing and opportunities to improve their quality of life.
2. Citizens Advice Bureau	£78,939	£78,624	Offer advice that is free and independent. Demand for advice comes from people in poverty, through lack of money, debt or low paid work, inability to afford quality products and services.
3. DANSA Transport	£31,520	£31,394	The provision of affordable and accessible transport.
4. DOVE Workshops	£33,736	£33,601	The advancement of education, training and retraining of people in the Neath, Dulais and Swansea Valleys.
5. Glynneath Training Centre	£41,819	£41,652	The advancement of education, training and retraining of people in the Glynneath Area.
6. NPT CVS – Core Funding Contribution	£43,435	£43,262	To support, promote and develop the participation of voluntary organisations, community groups and individuals in the voluntary sector in Neath Port Talbot.

Organisation	Grant Awarded 2017/18	Grant Awarded 2018/19	Overview of outcomes to be delivered:
7. NPT Shop Mobility	£35,469	£35,328	To improve Town Centre access through the provision of electric scooters and wheelchairs to disabled people and mobility impaired people in Neath and Port Talbot town centres.
8. Ystalyfera Development Trust	£14,959	£14,900	The advancement of education, training and retraining of people in the Ystalyfera and Godre'r Graig areas.
Total	£297,714	£296,527	

Third Sector New Applications 2018/19 – Applications recommended for approval

(* table also shows current 1 year recipients)

Organisation	Type of service provided	*Current one year recipients amount awarded 2017/18	New Application for 2017/18	Amount applied for 2018/19	Amount of grant proposed	Overview of outcomes to be delivered
1. Age Concern Neath Port Talbot (Age Connects Neath Port Talbot)	Support	*£10,000	n/a	£37,386.67	£20,000	2 year approval in 2017/18 at £10,000 p.a. New 2 year application for extended outreach service for Pontardawe/Port Talbot areas. Propose award of £20,000 for 2018/19 only.
2. Care and Repair Western Bay	Support	*£5,000	n/a	£7,500	£4,980	To support the Agency's core casework service which provides a casework service to older people to facilitate independent living and to help older people stay at home, for as long as they choose in homes that are adequately maintained, warm, safe and secure.

Organisation	Type of service provided	*Current one year recipients amount awarded 2017/18	New Application for 2017/18	Amount applied for 2018/19	Amount of grant proposed	Overview of outcomes to be delivered
3. Cruse Bereavement Care (Morgannwg)	Support	*£4,408	n/a	£5,000	£4,980	Bereavement support service to the residents of Neath Port Talbot with a special emphasis on carers. By accessing the support service people feel supported through their bereavement.
4. Neuadd Cwmllynfell Hall	Centre	*£20,000	n/a	£23,500	£15,000	The provision of a wide range of social, recreational activities for local people of all ages.
5. NPT CVS (BME Development Worker)	Support	*£28,801 (£43,361 amount was split over 2 years i.e. 2016/17 & 2017/18)	n/a	£28,828.25	£28,686	Will continue the appointment of a Black Minority Ethnic (BME) Community Development Officer at NPT CVS working in partnership with the NPT BME Community Association. The funding will strengthen and develop the Association so that it will be able to manage assets and draw down funding from different sources.

Organisation	Type of service provided	*Current one year recipients amount awarded 2017/18	New Application for 2017/18	Amount applied for 2018/19	Amount of grant proposed	Overview of outcomes to be delivered
6. Gwynfi Miners Community Hall	Support	*£5,000	n/a	£10,000	£4,980	Will provide a meeting place for groups to meet, classes and activities for people to remain active and work with other agencies to meet the needs of the community which will help to reduce the demand on public services.
Melincryddan Community Conference – MCC	Resource Centre	*£10,000 (£15,500 amount was split over 2 years i.e. 2016/17 & 2017/18)	£10,000	£40,000	£10,000	Will support the core running costs of the organisation and expand the scope of the Get NPT On-line by maintaining the project volunteer coordinator working hours. The coordinators activities include recruiting, training and coordinating volunteers to support existing digital inclusion services and to arrange additional sessions to increase the scope and coverage of the provision which helps people improve their digital skills and employability prospects.

Organisation	Type of service provided	*Current one year recipients amount awarded 2017/18	New Application for 2017/18	Amount applied for 2018/19	Amount of grant proposed	Overview of outcomes to be delivered
8. Me, Myself and I (Port Talbot)	Support	*£9,318	n/a	£9,248	£9,211	To help people living with younger onset dementia to access a day break service which promotes healthy living, improves well-being and will help people to maintain independence and stay in their community for longer.

Organisation	Type of service provided	*Current one year recipients amount awarded 2017/18	New Application for 2017/18	Amount applied for 2018/19	Amount of grant proposed	Overview of outcomes to be delivered
9. The Mullany Fund (TMF)	Support	n/a	£5,000	£30,000	-	<p>To widen participation (via e-Mentoring children and young people) within life-sciences professions and to raise aspirations and educational attainment targeting areas of deprivation, communities first clusters and children and young people receiving free school meals.</p> <p>The £5,000 grant will enable the project to continue in the NPT area until the outcome of a Big Lottery application is known in May 2018. Insufficient funding to support 2018/19 application.</p>

Organisation	Type of service provided	*Current one year recipients amount awarded 2017/18	New Application for 2017/18	Amount applied for 2018/19	Amount of grant proposed	Overview of outcomes to be delivered
10. Ystalyfera Development Trust	Support	(Strategic partner)	n/a	£12,520	£12,520	To expand Basic IT Classes by offering additional courses in Social Media, Tablets, Internet safety and computer skills for job search.
11. Neath Port Talbot District Sports Council	Support	n/a	n/a	£972	£972	To coordinate and provide information to support club success, including funding opportunities and safe practice.
12. Port Talbot Stroke Club	Support	*£1,000	n/a	£900	£900	Supporting stroke victims and their families and friends via fortnightly meetings.
Total			£15,000		£112,229	

Third Sector New Applications 2018/19 - Applications not recommended for approval:

Organisation	Amount Applied for 2018/2019	Activity
1. Amman Valley Trotting Club	£43,764	Application for the salary and on-costs of employing a full-time Development Assistant over a 36-month period to assist the development of Amman Valley Trotting Club's expansion programme
2. Briton Ferry Health and Wellbeing Group	£6,000	To continue to offer Health and Well-being classes to the over 60's and those with health issues.
3. Clybiau Plant Cymru Kids Club	£22,995	To employ a Childcare Business Development Officer to support out of school childcare providers in Neath Port Talbot.
4. Dragon Arts and Learning Core Funding	£49,860	To recruit a Deputy Manager and a part time IT officer at Dragon Art Learning to enable the CEO to concentrate in developing the new social enterprise planned for Herbert Street, Pontardawe.
5. Dragon Arts and Learning Project	£15,700	To support the start-up costs of a social enterprise in Pontardawe – "Y Caffi Gath" (The Cat Café)

Organisation	Amount Applied for 2018/2019	Activity
6. Resolven Building Blocks	£26,393	Contribution towards core running costs (salary of manager) to enable the continuation of services e.g. supporting children's early years development, family support services, childcare places and the community centre.
7. Y Banwen	£54,000	To employ a Youth and Community Worker (in partnership with Canolfan Maerdy) to work with young people living in the Upper Amman Valley.
8. Ystalyfera Development Trust	£30,000	To assist the core funding of the organisation to deliver activities and services from the centre, including assisting community groups and businesses, provision of training and supporting to gain qualifications and jobs.
Total	£248,712	

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NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

POLICY AND RESOURCES CABINET BOARD

13 DECEMBER 2017

REPORT OF THE DIRECTOR OF FINANCE & CORPORATE SERVICES – MR. HYWEL JENKINS

MATTER FOR DECISION

WARDS AFFECTED – Cilybebyll

COMMUNITY COUNCILS MINOR PROJECTS SCHEME – APPLICATION – CILYBEBYLL COMMUNITY COUNCIL

Purpose of Report

1. To seek Members' approval to provide a grant to Cilybebyll Community Council under the Council's Minor Projects Scheme.

Background and Financial Impact

2. Neath Port Talbot Council has approved a Community Council Minor Projects Grants Scheme in order to assist Community Councils in undertaking minor capital projects which will alleviate to some degree the perceived unfairness about "double rating". Approved grants are required to be claimed within two years of approval.
3. The Council has received an application for grant aid under the above mentioned scheme from Cilybebyll Community Council. This application is for grant assistance towards the cost of improving the site drainage, new play equipment, safety surfacing, fencing and access path for Lon Tanyrallt Playground in Alltwen in the community of Cilybebyll with an estimated cost of £70,000 plus VAT. The project would replace the existing poor facilities and improve the safety of the playground for the use of children in the area.

4. The Community Council have submitted a funding bid to WREN's Community Fund in the amount of £50,000 and Council Minor Projects Grant of £9,000 with a balance coming from their own funds. A decision from WREN is expected in February 2018. If the bid is unsuccessful the Community Council will seek to progress a phased scheme. Phase 1 would comprise appropriate work from the approved scheme, funded by the Community Council's own resources and the Minor Projects Grant if approved.

Consultation

5. There is no requirement under the Constitution for external consultation on this item.

Proposal

6. The application from Cilybebyll Community Council complies with the conditions of grant and is entitled to grant support at 45% up to a maximum of £9,000 in accordance with the Minor Projects Grants Scheme and payment be made on receipt of paid invoices together with a copy bank statement.

Recommendation

7. It is recommended that Members approve a maximum grant of £9,000 to Cilybebyll Community Council.

Reason for Proposed Decision

8. The decision is in compliance with the approved policy and to enable community improvements.

Implementation of Decision

9. The decision is proposed for implementation after the 3 day call-in period.

List of Background Papers

10. Application form from Cilybebyll Community Council.

Officer Contact

11. Mr. H. J. Jenkins – Director of Finance & Corporate Services
(Tel. 01639 763251 - email: h.jenkins@neath-porttalbot.gov.uk)

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NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

POLICY AND RESOURCES CABINET BOARD

13 DECEMBER 2017

REPORT OF THE DIRECTOR OF FINANCE & CORPORATE SERVICES

Matters for Decision

Wards Affected – Margam, Pelenna, Glynneath, Aberavon, Aberavon

MISCELLANEOUS GRANT FUND APPLICATIONS

1. Purpose of Report

To seek Member approval in relation to grant applications received.

2. Background and Financial Impact

Existing Policy Statement

- a) Each application will be considered on its merits.
- b) The Committee will only approve applications for financial assistance from voluntary or charitable organisations which are manifestly committed to voluntary endeavours of a local nature. This will not preclude the consideration of applications where the disposal of funds is outside the area but still provides significant benefits for the people from the Neath Port Talbot area.
- c) No applications will be considered from religious bodies except relating to church halls and other premises where there is significant community use of the property for non-religious activities.
- d) No applications will be considered from other public funded bodies such as community councils, hospital trusts, etc. or where the benefit may be in lieu of their contributions such as appeals for hospital equipment.
- e) Applications from individuals may be considered where both the person and the community derive a benefit.
- f) No grants will be made to any individual or organisation whose prime purpose is to distribute their funds to other charitable bodies.

4. Miscellaneous Grant funding available

Members have approved a budget of £3,650 for miscellaneous grants for 2017/18.

5. Consultation

There is no requirement under the Constitution to consult on these items.

6. Recommendation

It is recommended that Members determine the applications set out in Appendix 1 of this report.

7. Reason for Proposed Decision

To decide on providing financial support in respect of the grant applications received.

8. Implementation of Decision

The decisions are proposed for implementation after the three day call in period.

9. List of Background Papers

Grant Applications

10. Appendix

Appendix 1 – Miscellaneous Grant Applications

11. Officer Contact

Mr Hywel Jenkins – Director of Finance and Corporate Services
Tel. No: 01639 763251
email: h.jenkins@npt.gov.uk

Miscellaneous Grant Applications

Applicant	Purpose	Amount Request/Cost of "Project"	Previous Support	Comments
Margam Community Centre/Hall Bertha Road Margam Port Talbot	Grant assistance towards annual rent of £4,537.50 for Lease of Margam Community Hall. Increased from £4,125 per annum from 06.03.16 (five yearly reviews).	Grant towards £4,537.50.	Grant assistance of £4,075	Continue to provide grant which will result in the applicant paying £225 pa towards rent of £4,537.50 from 06.03.16 in line with rent reviews.
Dan y Coed Community Association Pontrhydyfen Port Talbot	Grant assistance towards annual rent of £550 for lease of land at Miles Field Tonmawr Port Talbot. Increased from £500 per annum from 24.01.16 (five yearly reviews).	Grant towards £550.	Grant assistance of £450	Continue to provide grant which will result in the applicant paying £82.50 towards rent of £550 from 24.01.16 in line with rent reviews.
Glynneath Training Centre Glynneath	Grant assistance towards annual rent of £5,115 for lease of Oddfellows Hall Glynneath to View (Glynneath) Ltd. Increased from £4,650 per annum from 1.01.18	Grant towards £5,115	Grant assistance of £4,500	Continue to provide grant which will result in the applicant paying £255 toward rent of £5,115 from 01.01.18 in line with rent reviews.

Applicant	Purpose	Amount Request/Cost of "Project"	Previous Support	Comments
11 th Port Talbot Scout Group Port Talbot	Grant assistance towards annual rent of £1,980 for lease of land and Scout Hall at Little Warren Sports Ground Aberavon Port Talbot. Increased from £1,800 per annum from 20.02.18.	Grant towards £1,980.	Grant assistance of £1,800	Continue to provide grant which will result in the applicant paying £75 toward rent of £1,980 from 20.02.18 in line with rent reviews.
Trustees of DACLUS Sandfields Salem Road Port Talbot	Grant assistance towards annual rent of £275 for lease of land adjacent to Salem Church Sandfields Road Aberafan Port Talbot. Increased from £250 per annum from 04.12.17.	Grant towards £275.	Grant assistance of £225	Continue to provide grant which will result in the applicant paying £75 toward rent of £275 from 04.12.17 in line with rent reviews.

Neath Port Talbot County Borough Council

POLICY AND RESOURCES CABINET BOARD

13 December 2017

REPORT OF THE HEAD OF LEGAL SERVICES

MATTER FOR INFORMATION

WARDS AFFECTED: ALL

Public Services Ombudsman for Wales Annual Letter and Report 2016/2017

Purpose of Report

1. To advise Members of the receipt of the Ombudsman's Annual Letter and the publication of his Annual Report.

Background

2. In recent years the Public Services Ombudsman for Wales ("the Ombudsman") has adopted the practice of sending an annual letter to each local authority which comes within his jurisdiction. A full copy of the letter and Factsheet is reproduced for Members at Annex 1.
3. Comparatively little commentary is required on the Annual Letter. The number of service complaints received by the Ombudsman is set out in Section A of the Factsheet. As compared with a national local authority average of 39 complaints (adjusted for population) there were 38 complaints against this Council. Therefore the number of complaints received is more or less what one would expect from the population size of the Council area. This is to be welcomed. However it should be noted that we are no longer a direct provider of general housing – a function which generally attracts some complaints and the number of complaints has increased from 33 last year.
4. The mix of complaints is dealt with in Section B of the Factsheet. The numbers in the various categories are similar to the Welsh average overall. The numbers are slightly higher for roads and transport and I have offered to review the cases with the Directorate.

5. The percentage of cases requiring intervention from the Ombudsman is comparatively low (see Table D).
6. In the remainder of this report I look at the annual report of the Ombudsman for the financial year 2016/17. I have reproduced at Annex 2 the Executive Summary from the Ombudsman's report intended to give Members a flavour of the business handled by the Ombudsman's office in the year in question. It is to be noted that there is an overall decrease in the number of Code of Conduct complaints against county and county borough councils. Overall, cuts in public expenditure create an environment in which there can be a mismatch between public expectations and the service which can be provided. This will make it even more important to deal promptly with any complaints which arise and look for practical and achievable solutions.
7. While the number of Code of Conduct complaints against members of county and county borough councils fell between the financial year 2015/16 and 2016/17, however, there was a marked increase in the number of complaints against community councils.
8. Annex 3 contains the statistics for all county and county borough councils in Wales in relation to service complaints. This table deals with cases closed rather than cases received.
9. Annex 4 contains statistics relating to code of conduct against members of county and county borough councils complaints in Wales.

Financial Impact

10. There are no financial impacts associated with this report.

Equality Impact Assessment

95

11. There are no equality impacts associated with this report.

Workforce Impacts

12. There are no workforce impacts associated with this report.

Legal Impacts

13. There are no legal impacts associated with this report.

Risk Management

14. Legal Services is required to provide statistics to the insurers from time to time on Ombudsman complaints.

Consultation

15. There is no requirement under the Constitution for external consultation on this item.

Appendices

16. Annex 1 - Annual Letter of the Ombudsman 2016/17
17. Annex 2 - Executive Summary from the Ombudsman's report
18. Annex 3 - Statistics for all County and County Borough Councils in Wales in relation to service complaints
19. Annex 4 – Statistics for all County and County Borough and Community/Town Councils in Wales in relation to Code of conduct complaints.

List of Background Papers

20. Public Services Ombudsman for Wales Annual Report 2016/2017.

Officer Contact

21. Mr. David Michael – Head of Legal Services
E-mail d.michael@npt.gov.uk. Tel: 01639 763368



Our ref: NB/LJ/MA



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matthew.aplin@ombudsman-wales.org.uk

1 September 2017

Sent by email: Anfonwyd drwy e-bost: Mr Stephen Phillips, s.phillips@npt.gov.uk

Dear Mr Phillips

Annual Letter 2016/17

Following the recent publication of my Annual Report I am delighted to provide you with the Annual Letter (2016/17) for **Neath Port Talbot County Borough Council**.

Overall my office's caseload has increased by 13% this year, with public body complaints seeing a 3% increase.

Once again there has been a further rise in the percentage of health complaints, from 36% to 38%. Housing (13%), social services (9%) and planning and building control (8%) remain other significant areas of complaint.

The number of code of conducts complaints decreased by 14% from 2015/16 and I am particularly pleased about this as historically my office experiences a surge in complaints in the year leading up to local elections.

It is concerning that of the 18 local authorities that agreed with my office to implement recommendations, only 10 of them complied 100% within the target time set. My office will be looking closely at compliance levels over the coming year.

During 2016/17, I produced six public interest reports and one 'special report'. All but one of the investigations were health related and, worryingly, three of the cases were against the same hospital – Ysbyty Glan Clwyd run by Betsi Cadwaladr University Health Board. The special report, issued against Hywel Dda University Health Board for failing to implement my recommendations following an early resolution, was the first of its kind against a health board but underlines the need to comply with commitments made through early resolution in the same way as I would expect for recommendations arising from upheld complaints.

The remaining public interest report related to a local authority's role in overseeing the savings of looked after children.

Earlier this year I issued a thematic report entitled [Ending Groundhog Day: Lessons from Poor Complaints Handling](#). This highlighted cases from across devolved public services in Wales where investigations by public bodies have been inadequate and failed the service user. The report emphasised the need for effective governance across the Welsh public sector, robust staff training and improved methods of data collection. If you have not considered the report I would encourage you to do so.

I continue to place importance on the improvement function of my office. Last year I assigned Improvement Officers to several bodies and this will continue in 2017/18. In engaging with these bodies we hope to see ongoing improvements in complaints handling, learning and putting things right, along with the governance arrangements necessary for continuous improvement.

I am hopeful that the National Assembly will shortly be introducing new Ombudsman legislation that will help drive up standards. It is important that Wales continues to adopt best practice in complaint handling and public service improvement and does not get left behind.

In reference to your local authority, the number of complaints received by my office has increased from 33 in 2015/16 to 38 in 2016/17. Roads and Transport (9) was the highest area of complaint followed by Environment and Environmental Health (6) and Adult Social Services (5). PSOW intervention was required in only 8% of cases.

You will find below a factsheet giving a breakdown of complaints data relating to your Local Authority. This year we have included a new set of statistics regarding Ombudsman interventions. These include all cases upheld by my office as well as early resolutions and voluntary settlements.

This correspondence has been copied to the Leader of the Council for consideration by the cabinet. I will also be sending a copy to your contact officer within your organisation and would again reiterate the importance of this role. Finally, a copy of all annual letters will be published on my website.

Yours sincerely



Nick Bennett

Public Services Ombudsman for Wales

CC: Cllr Rob Jones, Leader

David Michael, Contact Officer

Factsheet

A. Complaints Received and Investigated with Local Authority average adjusted by population

Local Authority	Complaints Received	Average	Complaints Investigated	Average
Blaenau Gwent County Borough Council	12	19	2	1
Bridgend County Borough Council	44	39	2	2
Caerphilly County Borough Council	54	50	2	2
Cardiff Council	143	99	3	4
Carmarthenshire County Council	44	51	2	2
Ceredigion County Council	32	21	2	1
City and County of Swansea	52	67	3	3
Conwy County Borough Council	28	32	1	1
Denbighshire County Council	24	26	0	1
Flintshire County Council	39	43	4	2
Gwynedd Council	32	34	1	1
Isle of Anglesey County Council	24	19	0	1
Merthyr Tydfil County Borough Council	10	16	1	1
Monmouthshire County Council	18	26	1	1
Neath Port Talbot County Borough Council	38	39	0	2
Newport City Council	26	41	1	2
Pembrokeshire County Council	29	34	1	1
Powys County Council	54	37	4	1
Rhondda Cynon Taf County Borough Council	47	66	0	2
Torfaen County Borough Council	23	25	1	1
Vale of Glamorgan Council	41	35	1	1
Wrexham County Borough Council	46	38	1	1

B. Complaints Received by Subject with Local Authority average

Neath Port Talbot County Borough Council	Complaints Received	Local Authority Average
Finance and Taxation - Finance and Taxation	1	2
Adult Social Services	5	4
Benefits Administration	1	1
Children's Social Services	3	4
Complaints Handling	2	3
Education	4	3
Environment & Environmental Health	6	4
Planning and Building Control	4	7
Roads and Transport	9	3
Self Funding Care Provider	1	0
Various Other	2	3

C. Comparison of complaint outcomes with average outcomes for Local Authorities, adjusted for population distribution

	Out of Jurisdiction	Premature	'Other' cases closed after initial consideration	Discontinued	Early Resolution/Voluntary Settlement	S16 Report - Upheld in whole or in part	Other Report Upheld - in whole or in part	Other Report - Not Upheld	Withdrawn	Total Cases Closed
Neath Port Talbot	11	11	13	0	3	0	0	0	0	38
Neath Port Talbot (adjusted)	8	12	14	0	5	0	1	0	0	40

D. Number of cases with PSOW intervention

Local Authority	Number of complaints with PSOW intervention	Total number of closed complaints	% of complaints with PSOW intervention
Blaenau Gwent County Borough Council	3	12	25
Bridgend County Borough Council	5	42	12
Caerphilly County Borough Council	4	55	7
Cardiff Council	19	133	14
Carmarthenshire County Council	6	47	13
Ceredigion County Council	8	39	21
City and County of Swansea	4	54	7
Conwy County Borough Council	4	33	12
Denbighshire County Council	0	27	0
Flintshire County Council	13	41	32
Gwynedd Council	5	33	15
Isle of Anglesey County Council	3	27	11
Merthyr Tydfil County Borough Council	3	10	30
Monmouthshire County Council	3	22	14
Neath Port Talbot County Borough Council	3	38	8
Newport City Council	7	30	23
Pembrokeshire County Council	4	33	12
Powys County Council	9	53	17
Rhondda Cynon Taf County Borough Council	6	48	13
Torfaen County Borough Council	2	22	9
Vale of Glamorgan Council	9	39	23
Wrexham County Borough Council	13	47	28

E. Code of Conduct Complaints Closed

Local Authority	Closed after initial consideration	Discontinued	No evidence of breach	No action necessary	Refer to Standards Committee	Refer to Adjudication Panel	Withdrawn	Total Cases Closed
Neath Port Talbot	1	0	0	0	1	0	0	2

Appendix

Explanatory Notes

Section A compares the number of complaints against the Local Authority which were received and investigated by my office during 2016/17, with the Local Authority average (adjusted for population distribution) during the same period.

Section B provides a breakdown of the number of complaints about the Local Authority which were received by my office during 2016/17 with the Local Authority average for the same period. The figures are broken down into subject categories.

Section C compares the complaint outcomes for the Local Authority during 2016/17, with the average outcome (adjusted for population distribution) during the same period. Public Interest reports issued under section 16 of the Public Services Ombudsman (Wales) Act 2005 are recorded as 'Section 16'.

Section D provides the numbers and percentages of cases received by the PSOW in which an intervention has occurred. This includes all upheld complaints, early resolutions and voluntary settlements.

Section E provides a breakdown of all Code of Conduct complaint outcomes against Councillors during 2016/17.

Feedback

We welcome your feedback on the enclosed information, including suggestions for any information to be enclosed in future annual summaries. Any feedback or queries should be sent to lucy.john@ombudsman-wales.org.uk or matthew.aplin@ombudsman-wales.org.uk



Annual Report Executive Summary

A summary of the 2016/17 Annual Report of the Public Services Ombudsman for Wales

INNOVATION  IMPROVEMENT  INFLUENCE

I am delighted to be able to report substantial progress in the activities of the office over the past year, with specific reference to our three year strategic themes of innovation, improvement and influence, which have led to substantial increases in outcomes for complainants and, I hope, positive impacts on public services.

In terms of innovation the office made further progress on compliance, ensuring that recommendations for improvement are implemented and that we ensure that the learning from complaints is acted upon.

The improvement function has started well. All Improvement Officers have developed specific action plans for the relevant bodies in jurisdiction this has led to a number of specific improvements in their complaint handling cultures.

One area of particular improvement was the improvement on timescales – with a move towards complainant centred timescales. The establishment of the Code Advisory Group has meant the proactive oversight of code of conduct complaints, and a seven per cent reduction in cases taking longer than six months.

I was delighted that my first thematic report on Out of Hours services led to a peer review by the Welsh Government to be implemented throughout 2017. I produced a further thematic report Ending Groundhog Day, Lessons from Poor Complaint Handling in March 2017.

In 2016/17 there was a further increase in the use of Voluntary Settlement, an increase of some 26% per cent on the previous year. However, whilst this can lead to speedier resolution for complainants and cheaper processes for public services, it is important that Early Resolution is not seen as some form of easy escape for bodies in my jurisdiction.

I published six public interest reports in the course of the year, three of which were in relation to Betsi Cadwaladr University Health Board, a number of health reports also related to Out of Hours services.

In May 2016 I issued a Section 22 report against Hywel Dda University Health Board when it failed to comply with an Early Resolution agreement. I expect the same level of compliance to an Early Resolution as with a recommendation emanating from an investigation.

In terms of our influence and collaboration with other bodies inside and outside Wales, 2016/17 was a busy year. We implemented joint Internal Audit arrangements with the Older People and the Children's Commissioners and also implemented payroll arrangements for the Future Generations Commissioner. I was also delighted to participate in Wales Audit Office events on complaints in both North and South Wales. Memoranda of Understanding were signed with a number of Commissioners and Healthcare Inspectorate Wales.

During 2016/17 we submitted a Regulatory Impact Assessment to the Finance Committee and I am very hopeful that the legislation will now be taken forward in 2017/18.

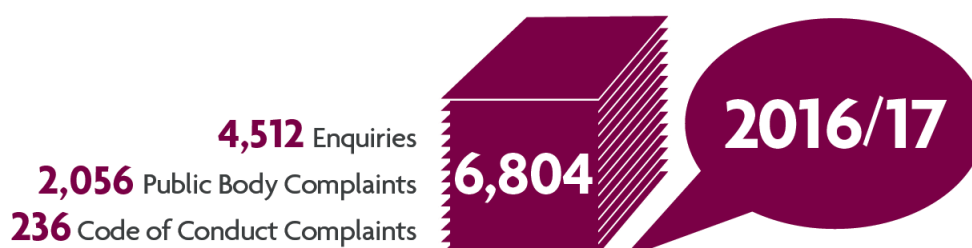
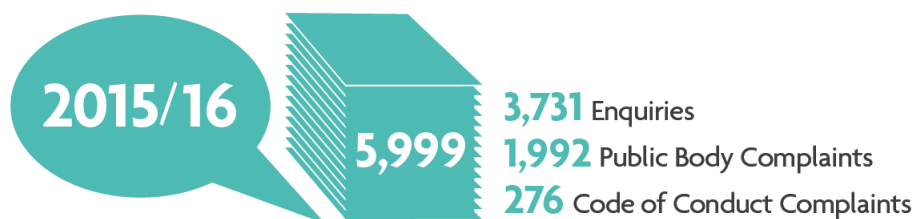
Finally, 2016/17 was a year of not just positive activity, but of positive outcomes. Despite the challenge of increasing workloads the number of complainants who received a positive outcome from my office, either through voluntary settlement or an upheld complaint, increased by 16 per cent!

Nick Bennett, Ombudsman



THE ROLE OF THE OMBUDSMAN

The Public Services Ombudsman for Wales considers complaints about public services providers in Wales, as well as complaints that members of local authorities have broken the Code of Conduct. He is independent of all government bodies and the service that he provides is free of charge.

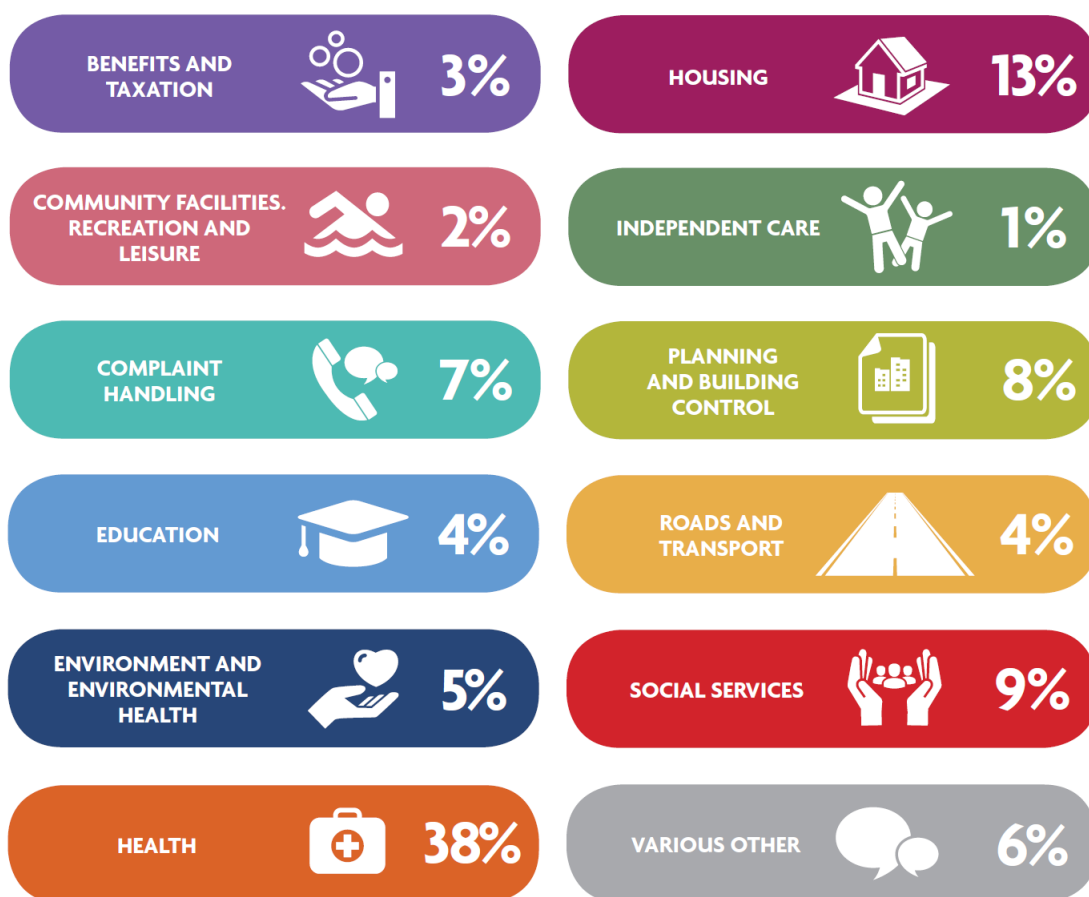


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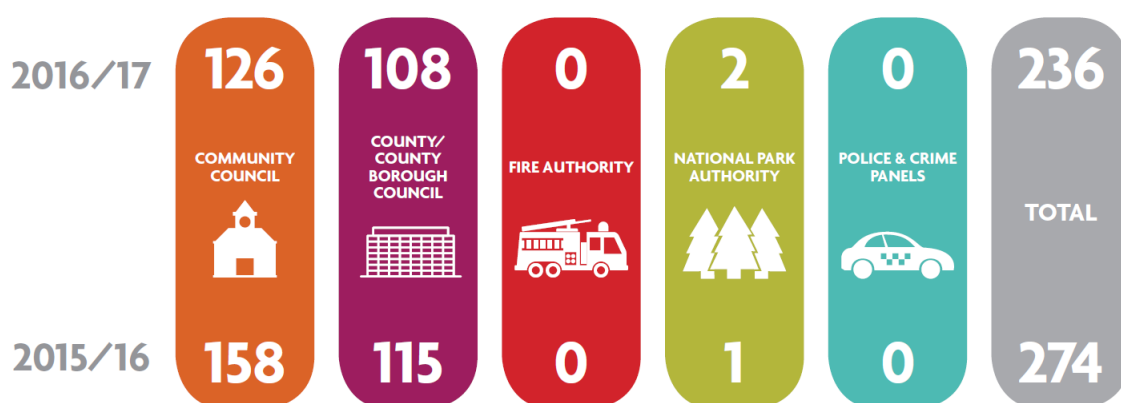


Annual Report Executive Summary 2016/17

COMPLAINTS ABOUT PUBLIC BODIES BY SUBJECT

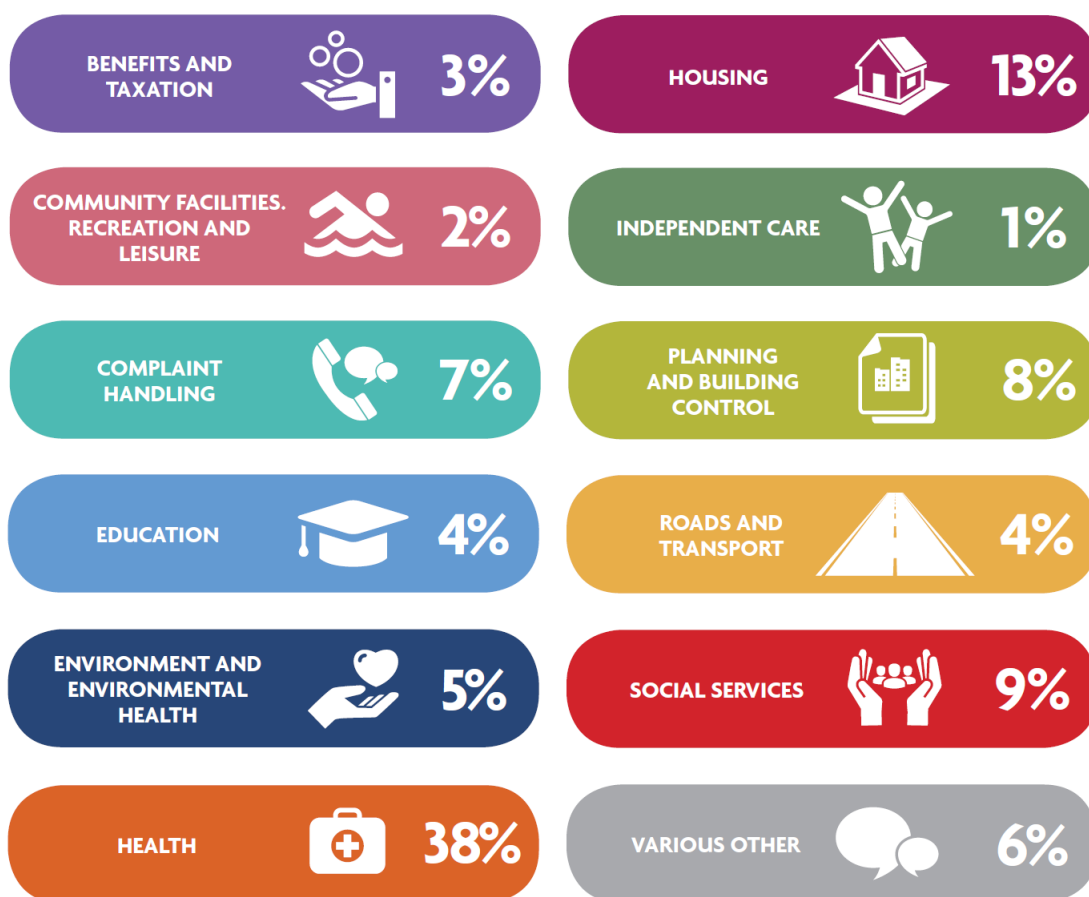


CODE OF CONDUCT COMPLAINTS RECEIVED

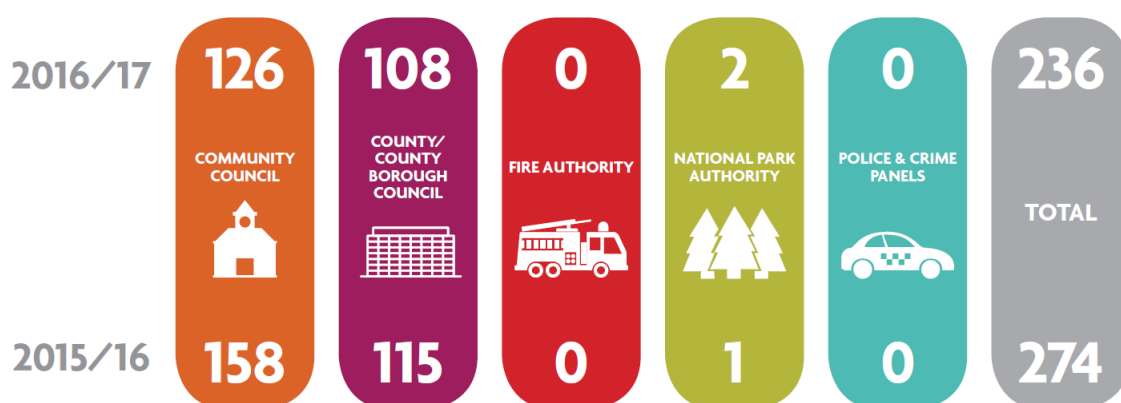


Annual Report Executive Summary 2016/17

COMPLAINTS ABOUT PUBLIC BODIES BY SUBJECT



CODE OF CONDUCT COMPLAINTS RECEIVED



SNAPSHOT OF THE YEAR 2016/17

April

Published our new three-year strategic plan 'Innovation, Influence and Improvement'



May

Issued the first ever special report against a Health Board under Section 22 of the PSOW Act



June

Held our first meeting of the Service User Sounding Board comprising representatives from voluntary and advocacy groups to feedback on accessibility and of our service and processes

Chaired the Academi Wales summer school

Participated in Wales Audit Office complaints seminars



September

Took steps to improve transparency and openness by publishing our first open data spreadsheet – a list of all complaints closed by the office during 2015/16



August

Exhibited at the National Eisteddfod in Abergavenny

Issued updated Code of Conduct Guidance for county and town/ community councillors



July

Our annual report highlighted a 4% rise in Welsh NHS complaints

Issued the Annual Letters to Health Boards and County Councils



October

Held a joint seminar with The WISERD-Centre for Welsh Politics and Society, Aberystwyth University, the Ombudsman Association and the International Ombudsman Institute to discuss the Ombudsman in a decade of public policy change

Elected as a Director of International Ombudsman Institute



November

Held our first Health Sector Sounding Board meeting Issued three public interest reports against Health Boards



December

Welsh Government committed to conducting a peer review of out of hours care following a recommendation in our thematic report last year

Issued a public interest report against Bridgend County Borough Council for not monitoring a looked-after child's savings while he was in care, eventually resulting in him receiving the full amount back



March

Raised awareness of our work at the first Wales Council for Voluntary Action's annual conference

Published the second thematic report in 12 months - 'Ending Groundhog Day: Lessons from Poor Complaint Handling' which looked at failings in investigations by public bodies in Wales



February

Launched the pilot of a tool to help investigators consider human rights in Ombudsman casework



January

Held awareness session on the role of the Ombudsman for Assembly Members



Service Complaints - Public Body

Complaints closed – Statistical Breakdown by outcomes by public body

County/County Borough Councils

County/ County Borough Council	Out of Jurisdiction	Premature	'Other' cases closed after Initial consideration	Discontinued	Early Resolution/ Voluntary Settlement	S16 Report - Upheld in whole or in part	Other Report Upheld - in whole or in part	Other Report - Not Upheld	Withdrawn	Total Cases Closed
Blaenau Gwent	4	3	2	0	3	0	0	0	0	12
Bridgend	9	18	10	0	4	1	0	0	0	42
Caerphilly	20	14	17	0	4	0	0	0	0	55
Cardiff	31	43	38	1	16	0	3	1	0	13
Carmarthenshire	10	18	12	0	5	0	1	1	0	47
Ceredigion	5	11	15	0	4	0	4	0	0	39
Conwy	11	10	7	0	2	0	2	1	0	33
Denbighshire	3	8	15	0	0	0	0	1	0	27
Flintshire	8	9	11	0	9	0	4	0	0	41
Gwynedd	4	9	15	0	3	0	2	0	0	33
Isle of Anglesey	4	6	14	0	3	0	0	0	0	27
Merthyr Tydfil	3	2	2	0	2	0	1	0	0	10
Monmouthshire	7	2	10	0	1	0	2	0	0	22
Neath Port Talbot	11	11	13	0	3	0	0	0	0	38
Newport	2	6	15	0	7	0	0	0	0	30
Pembrokeshire	3	9	16	0	3	0	1	1	0	33
Powys	4	18	22	0	7	0	2	0	0	53
Rhondda Cynon Taf	9	12	21	0	6	0	0	0	0	48
Swansea	5	23	22	0	4	0	0	0	0	54
Torfaen	4	3	13	0	2	0	0	0	0	22
Vale of Glamorgan	7	7	16	0	9	0	0	0	0	39
Wrexham	3	19	12	0	13	0	0	0	0	47
Total	167	261	318	1	110	1	22	5	0	88

Other Local Authority

School Appeal Panels	Out of Jurisdiction	Premature	'Other' cases closed after Initial consideration	Discontinued	Early Resolution/ Voluntary Settlement	S16 Report - Upheld in whole or in part	Other Report Upheld - in whole or in part	Other Report - Not Upheld	Withdrawn	Total Cases Closed
Admission Appeal Panel Roath Park Primary School	0	0	1	0	0	0	0	0	0	1
Admission Appeal Panel St Richard Gwyn Catholic High School	0	0	0	0	0	0	0	0	1	1
Admission Appeals Panel St Brigid's School	0	0	1	0	0	0	0	0	0	1
Admissions Appeal Panel Cardiff High School	0	0	2	1	0	0	0	0	0	3
Admissions Appeal Panel – Bassaleg School	0	0	1	0	0	0	0	0	0	1
Admissions Appeal Panel – Pillgwenlly Primary School	0	0	1	0	0	0	0	0	0	1
Admissions Appeal Panel – Rhydypenau Primary School	0	0	1	0	0	0	0	0	0	1
Admissions Appeal Panel – The Bishop of Llandaff Church-in-Wales High School	0	0	1	0	0	0	0	0	0	1
Admissions Appeal Panel- Hawarden High School	0	0	1	0	0	0	0	0	0	1
Admissions Appeals Panel – Newbridge School	0	0	2	0	0	0	0	0	0	2
Admissions Appeals Panel for St Joseph's Cathedral	0	0	1	0	0	0	0	0	0	1
Primary School										
Appeals Panel – Bishopston Comprehensive School	0	0	1	0	0	0	0	0	0	1
Independent Appeal Panel – Fitzalan High School	0	0	1	0	0	0	0	0	0	1
Independent Appeal Panel – Garnteg Primary School	0	0	3	0	0	0	0	0	0	3

School Appeal Panels	Out of Jurisdiction	Premature	'Other' cases closed after Initial consideration	Discontinued	Early Resolution/ Voluntary Settlement	S16 Report - Upheld in whole or in part	Other Report Upheld - in whole or in part	Other Report - Not Upheld	Withdrawn	Total Cases Closed
Independent Appeal Panel – Ysgol Estyn	0	0	1	0	0	0	0	0	0	1
Independent School Admissions Appeals Panel (Cardiff)	0	0	1	0	0	0	0	0	0	1
TOTAL	0	0	19	1	0	0	0	0	1	21

Community/Town Councils

Community or Town Council	Out of Jurisdiction	Premature	'Other' cases closed after Initial consideration	Discontinued	Early Resolution/ Voluntary Settlement	S16 Report - Upheld - in whole or in part	Other Report Upheld - in whole or in part	Other Report - Not Upheld	Withdrawn	Total Cases Closed
Aberdyfi Community Council	0	0	0	0	1	0	0	0	0	1
Aberporth Community Council	1	0	1	0	0	0	0	0	0	2
Brackla Community Council	0	0	2	0	0	0	0	0	0	2
Churchstoke Community Council	0	1	1	0	0	0	0	0	0	2
Clocaenog Community Council	0	0	0	0	1	0	0	0	0	1
Dolgellau Town Council	0	1	0	0	0	0	0	0	0	1
Holyhead Town Council	2	0	2	0	0	0	0	0	0	4
Llanbedr Community Council	0	0	1	0	0	0	0	0	0	1
Llandudno Town Council	0	1	0	0	0	0	0	0	0	1
Llandwrog Community Council	0	1	1	0	0	0	0	0	0	2
Llanharan Community Council	0	0	1	0	0	0	0	0	0	1

Community or Town Council	Out of Jurisdiction	Premature	'Other' cases closed after Initial consideration	Discontinued	Early Resolution/ Voluntary Settlement	S16 Report - Upheld - in whole or in part	Other Report Upheld - in whole or in part	Other Report - Not Upheld	Withdrawn	Total Cases Closed
Mawr Community Council	1	0	0	0	0	0	0	0	0	1
Neath Town Council	0	1	0	0	0	0	0	0	0	1
Penarth Town Council	0	0	2	0	0	0	0	0	0	2
Pen-Y-Cae Community Council	0	0	1	0	0	0	0	0	0	1
Porthcawl Town Council	0	1	0	0	0	0	0	0	0	1
Prestatyn Town Council	1	0	0	0	0	0	0	0	0	1
Radyr and Morganstown Community Council	0	0	1	0	0	0	0	0	0	1
Seven Sisters Community Council	1	0	0	0	0	0	0	0	0	1
Ynysawdre Community Council	1	0	0	0	0	0	0	1	0	2
Total	7	6	13	0	2	0	0	1	0	29

Registered Social Landlords

Housing Association (Registered Social Landlord)	Out of Jurisdiction	Premature	'Other' cases closed after Initial consideration	Discontinued	Early Resolution/ Voluntary Settlement	S16 Report - Upheld - in whole or in part	Other Report Upheld - in whole or in part	Other Report - Not Upheld	Withdrawn	Total Cases Closed
Aelwyd Housing Association	0	0	0	0	0	0	1	0	0	1
Bro Myrddin Housing Association	0	0	1	0	0	0	0	0	0	1
Bron Afon Community Housing Ltd	3	8	5	0	3	0	1	0	0	20
Cadarn Housing Group Ltd	0	0	1	0	0	0	0	0	0	1
Cadwyn Housing Association Ltd	0	5	0	0	0	0	0	0	0	5
Cardiff Community Housing Association Ltd		1	5	0	0	0	0	0	0	6

Housing Association (Registered Social Landlord)	Out of Jurisdiction	Premature	'Other' cases closed after Initial consideration	Discontinued	Early Resolution/ Voluntary Settlement	S16 Report - Upheld - in whole or in part	Other Report Upheld - in whole or in part	Other Report - Not Upheld	Withdrawn	Total Cases Closed
Care and Repair Ynys Mon	1	0	0	0	0	0	0	0	0	1
Cartrefi Conwy	3	5	7	0	0	0	0	0	0	15
Cartrefi Cymunedol Gwynedd	1	5	3	0	0	0	0	0	0	9
Charter Housing Association	0	1	5	0	0	0	0	0	0	6
Clwyd Alyn Housing Association Ltd	1	0	0	0	0	0	0	0	0	1
Coastal Housing Group Ltd	0	0	4	0	0	0	0	0	0	4
Cymdeithas Tai Cantref	0	0	1	0	0	0	0	0	0	1
Derwen Cymru	0	0	0	0	1	0	0	0	0	1
Family Housing Association (Wales) Ltd	0	0	1	0	0	0	0	0	0	1
Grwp Cynefin	0	0	1	0	0	0	0	0	0	1
Gwalia Cyf	0	2	4	0	1	0	0	0	0	7
Hafod Housing Association	1	0	2	0	2	0	0	0	0	5
Linc-Cymru Housing Association	1	1	1	0	1	0	0	0	0	4
Melin Homes Ltd	1	3	1	0	0	0	0	0	0	5
Merthyr Tydfil Housing Association Ltd	1	0	0	0	0	0	0	0	0	1
Merthyr Valleys Homes	1	3	7	0	2	0	0	0	0	13
Mid Wales Housing Association Ltd	2	0	0	0	0	0	0	0	0	2
Mill Bay Homes	0	0	0	0	1	0	0	0	0	1
Monmouthshire Housing Association	1	2	0	0	0	0	0	0	0	3
Newport City Homes	3	6	6	0	3	0	0	0	0	18
Newydd Housing Association	0	2	5	0	0	0	0	0	0	7
North Wales Housing	0	2	1	0	0	0	0	0	0	3
NPT Homes	1	3	3	0	1	0	0	0	0	8
Pembrokeshire Housing Association Ltd	0	0	0	0	2	0	0	0	0	2

Housing Association (Registered Social Landlord)	Out of Jurisdiction	Premature	'Other' cases closed after Initial consideration	Discontinued	Early Resolution/ Voluntary Settlement	S16 Report - Upheld - in whole or in part	Other Report Upheld - in whole or in part	Other Report - Not Upheld	Withdrawn	Total Cases Closed
Rhondda Housing Association Ltd	0	0	0	0	0	0	1	0	0	1
Taff Housing Association	0	2	0	0	0	0	0	0	0	2
Tai Calon	0	4	2	0	1	0	0	0	0	7
Tai Ceredigion Cyf	0	1	0	0	1	0	0	0	0	2
Trivallis	1	3	2	0	7	0	0	0	0	13
United Welsh Housing Association	2	2	3	0	2	0	0	1	0	10
Valleys To Coast	0	4	4	0	0	0	0	0	0	8
Wales and West Housing Association	1	2	3	0	1	0	0	1	0	8
Total	25	67	77		29		3	2		204

Other Health Bodies

Other Health	Out of Jurisdiction	Premature	'Other' cases closed after Initial consideration	Discontinued	Early Resolution/ Voluntary Settlement	S16 Report - Upheld - in whole	Other Report Upheld - in whole	Other Report - Not Upheld	Withdrawn	Total Cases Closed
Dentists	4	5	6	0	4	0	5	3	0	27
GPs	15	38	52	0	11	0	12	15		143
Pharmacist	0	0	2	0	0	0	1	0	0	3
TOTAL	19	43	60	0	15	0	18	18		173

Welsh Government and Welsh Government Sponsored Bodies

Welsh Government and Welsh Government Sponsored Bodies	Out of Jurisdiction	Premature	'Other' cases closed after initial consideration	Discontinued	Early Resolution/ Voluntary Settlement	S16 Report - Upheld - in whole or in part	Other Report Upheld - in whole or in part	Other Report - Not Upheld	Withdrawn	Total Cases Closed
Welsh Government										
CADW	0	1	0	0	0	0	0	0	0	1
CAFCASS Cymru	1	2	1	0	0	0	0	0	0	4
CSSIW	1	1	3	0	0	0	1	0	0	6
Planning Inspectorate	3	2	5	0	0	0	1	0	0	11
Welsh Government	4	3	10		1		1			19
Welsh Health Specialised Services Committee	0	0	1	0	0	0	1	0	0	2
Total	9	9	20	0	1	0	4	0		43
Welsh Government Sponsored Body										
Care Council for Wales	0	0	1	0	0	0	0	0		1
Natural Resources	3	1	9	0	0	0	0	0		13
Student Finance Wales	2	6	7	0	1	0	0	0		16
Total	5	7	17	0	1	0	0	0		30

Code of Conduct Complaints closed – Statistical Breakdown by outcomes by local authority
County/County Borough Councils

County/County Borough Council	Closed after initial consideration	Discontinued	No evidence of breach	No action necessary	Refer to Standards Committee	Refer to Adjudication Panel	Withdrawn	Total Cases Closed
Blaenau Gwent	1	0	0	0	0	0	0	1
Bridgend	3	0	0	1	0	0	0	4
Caerphilly	6	0	1	0	0	0	0	7
Cardiff	4	0	0	0	0	1	0	5
Carmarthenshire	1	0	0	0	0	0	0	1
Ceredigion	5	0	0	0	0	0	0	5
Conwy	1	0	0	1	0	0	0	2
Denbighshire	6	0	0	0	0	0	0	6
Flintshire	3	0	1	0	0	0	0	4
Gwynedd	3	0	0	0	0	0	0	3
Isle of Anglesey	2	0	0	1	0	0	0	3
Merthyr	0	1	0	0	0	0	0	1
Monmouthshire	7	0	1	0	0	0	0	8
Neath Port Talbot	1	0	0	0	1	0	0	2
Newport	1	0	0	0	0	0	0	1
Pembrokeshire	2	0	0	0	0	0	0	2
Powys	16	0	1	0	3	0	2	22
Rhondda Cynon Taf	6	0	1	0	0	0	0	7
Swansea	12	1	0	0	0	0	0	13
Torfaen	3	0	0	0	1	0	0	4
Vale of Glamorgan	1	0	0	0	0	0	0	1
Wrexham	4	0	0	0	0	0	0	4
TOTAL	88	2	5	3	5	1	2	106

Community/ Town Councils

Community/Town Council	Closed after initial consideration	Discontinued	No evidence of	No action necessary	Refer to Standards Committee	Refer to Adjudication Panel	Withdrawn	Total Cases
Abergele Town Council	4	0	0	0	0	0	0	4
Aberporth Community Council	8	0	0	0	0	0	0	8
Abertillery & Llanhilleth Community Council	3	0	0	0	0	0	0	3
Aberystwyth Town Council	0	0	0	1	0	0	0	1
Amlwch Town Council	1	0	0	0	0	0	0	1
Bangor City Council	1	0	0	0	0	0	0	1
Barry Town Council	3	0	0	0	0	0	0	3
Bedwas, Trethomas & Machen Community Council	1	0	0	0	0	0	0	1
Bodelwyddan Town Council	0	0	0	1	0	0	0	1
Coity Higher Community Council	1	0	0	0	0	0	0	1
Cornelly Community Council	0	1	0	0	0	0	0	1
Cwmamman Town Council	0	0	0	1	0	0	0	1
Fishguard & Goodwick Town Council	1	0	0	0	0	0	0	1
Glynneath Town Council	14	0	0	0	0	0	0	14
Gwaun Cae Gurwen	1	0	0	0	0	0	0	1
Kidwelly Town Council	0	0	0	1	0	0	0	1
Laleston Community Council	2	0	0	0	0	0	0	2
Langstone Community Council	0	0	2	0	0	0	0	2

Community/Town Council	Closed after initial consideration	Discontinued	No evidence of	No action necessary	Refer to Standards Committee	Refer to Adjudication Panel	Withdrawn	Total Cases
Llandrindod Wells Town Council	2	0	0	0	0	0	0	2
Llandudno Town Council	3	0	0	0	0	0	0	3
Llandwrog Community Council	1	0	0	0	0	0	0	1
Llanelli Rural Council	4	0	0	2	0	0	0	6
Llanelli Town Council	1	0	0	0	0	0	0	1
Llanelly Community Council	1	0	0	0	0	0	0	1
Llanfihangel Glyn Myfyr Community Council	1	1	0	0	0	0	0	2
Llangefni Town Council	9	0	1	0	0	0	0	10
Llangennech Community Council	2	0	0	0	0	0	0	2
Llangynog Community Council	1	1	0	0	0	0	0	2
Llantrisant Community Council	1	0	0	0	0	0	0	1
Llantwit Major Town Council	1	0	0	1	0	0	0	2
Magor with Undy Community Council	2	0	1	0	0	0	0	3
Manorbier Community Council	1	0	0	0	0	0	0	1
Milford Haven Town Council	2	0	0	0	0	0	0	2
Mold Town Council	1	0	0	0	0	0	0	1
Mumbles Community Council	2	3	0	3	0	0	18	26
Northop Hall Community Council	2	0	0	0	0	0	0	2
Ogmore Valley Community Council	1	0	0	0	0	0	0	1
Pen-Y-Cae Community Council	1	0	0	0	0	0	0	1
Pontyclun Community Council	2	0	0	0	0	0	0	2
Pontypridd Town Council	4	0	0	0	0	0	0	4
Prestatyn Town Council	5	2	0	1	0	0	0	8
Queensferry Community Council	1	0	0	0	0	0	0	1

Community/Town Council	Closed after initial consideration	Discontinued	No evidence of	No action necessary	Refer to Standards Committee	Refer to Adjudication Panel	Withdrawn	Total Cases
Radyr and Morganstown Community Council	0	0	3	0	0	0	0	3
Saltney Town Council	1	0	0	0	0	0	0	1

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NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

POLICY AND RESOURCES CABINET BOARD

REPORT OF THE HEAD OF FINANCIAL SERVICES – DAVE REES

13th December 2017

Matter for Information

Wards Affected - All

TREASURY MANAGEMENT MONITORING 2017/18

1. Purpose of Report

- 1.1 This report sets out treasury management action and information since the previous report.

2. Rates of Interest

- 2.1 The Monetary Policy Committee (MPC) voted on the 2nd November to increase the bank rate to 0.50%. The reason given for this rise was to try to halt the recent rises in the rate of inflation.

Effective Date	Bank Rate
6th November 2008	3.50%
4th December 2008	2.00%
8th January 2009	1.50%
5th February 2009	1.00%
5th March 2009	0.50%
4th August 2016	0.25%
2nd November 2017	0.50%

- 2.2 The following table provides examples of external borrowing costs as provided by the Public Works Loans Board as at 4th December 2017.

	Equal Instalments of Principal		Annuity		Maturity	
	Previous 18Oct17	Current 4Dec17	Previous 18Oct17	Current 4Dec17	Previous 18Oct17	Current 4Dec17
	%	%	%	%	%	%
5-5.5 years	1.51	1.57	1.51	1.57	1.80	1.84
10-10.5 years	1.80	1.84	1.81	1.85	2.36	2.35
20-20.5 years	2.36	2.35	2.41	2.39	2.89	2.85
35-35.5 years	2.83	2.79	2.88	2.84	2.78	2.77
49.5-50 years	2.93	2.89	2.89	2.87	2.63	2.62

3. General Fund Treasury Management Budget

- 3.1 The following table sets out details of the treasury management budget for 2017/18 along with outturn figures for 2016/17. The budget consists of a gross budget for debt charges i.e. repayment of debt principal and interest, and interest returns on investment income.

2016/17 Outturn		2017/18 Original Budget £'000
16,798	Principal and Interest charges	18,434
	Investment Income	
(727)	- Total	(504)
153	- less allocated to other funds*	250
(574)	Subtotal Income	(254)
(360)	Contribution from General Reserves	(350)
655	Contribution to/(from) treasury management reserve	
16,519	Net General Fund	17,830

NB: Other funds include Trust Funds, Social Services Funds, Schools Reserves, Bonds etc.

4. Borrowing

- 4.1 Since the last report the Council has taken advantage of the current low rates of interest for long term borrowing and arranged the following loans:

Date Arranged	Lender	Amount	Interest Rate	Period (Years)	Type	Maturity Date
21Nov17	PWLB	£10m	2.43%	41.5	Maturity	1 st Jan 2059
21Nov17	PWLB	£10m	2.42%	42.5	Maturity	1 st Jan 2060

The loans are used to fund capital expenditure on projects including the 21st Century Schools Programme and the Street Lighting Replacement Programme amongst others.

5. Investment Income

- 5.1 In line with the Council's Investment Strategy, the 2017/18 Original Budget for investment income is £504k; treasury management investment income generated on investments made to date is £495k.

Members should note that the majority of investments are classified as 'specified' i.e. up to 12 months and are currently deposited with Local Authorities, UK banks including Barclays, Lloyds Group, Bank Santander and Nationwide Building Society.

- 5.2 The Council policy will allow investments up to a maximum of £25m for periods of more than 1 year and up to 5 years, and this will be considered when decisions on investing surplus funds are made.
- 5.3 No additional long term investments have been carried out since the last report. The Council currently has £10m invested for periods in excess of 12 months:

Counterparty	Value £'000	Period	Maturity	Rate %
Eastbourne Borough Council	4,000	4.5 Years	June 18	2.20%
Peterborough City Council	6,000	5.0 Years	Dec 18	2.10%
TOTAL	10,000			

Financial Impact

6. All relevant financial information is provided in the body of the report.

Equality Impact Assessment

7. An equality impact assessment was not required for this report.

Workforce Impacts

8. There are no workforce impacts arising from this report.

Legal Impacts

9. There are no legal impacts arising from this report.

Risk Management

10. There are no risk management issues arising from this report.

Consultation

11. There is no requirement under the Constitution for external consultation on this item.

Appendices

12. None

List of Background Papers

Treasury Management Files
PWL B Notice Number 469/17

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

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