



SOCIAL CARE, HEALTH AND WELLBEING CABINET BOARD

*Immediately Following Scrutiny Committee on
THURSDAY, 30 NOVEMBER 2017*

COMMITTEE ROOMS A/B - NEATH CIVIC CENTRE

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 Social Care, Health and Wellbeing Cabinet Board held on the 2 November, 2017
(Pages 3 - 6)
4. To receive the Forward Work Programme 17/18 (Pages 7 - 10)
5. Directorate Strategic Priorities 2017-19 - Presentation

Report of the Head of Children and Adult Social Services

6. Commissioning of 24 Hour Call Monitoring Service for Assistive Technology Service (Pages 11 - 60)
7. Permission to Enter into An Inter-Authority Agreement for the delivery of a Regional Multi-Agency Placement Support Service (Pages 61 - 106)

Report of the Head of Commissioning, Support & Direct Services

8. Care and Social Services Inspectorate Wales: Homecare Service

- Inspection Report November 2017 (*Pages 107 - 122*)
9. Quarter 2 Performance Report 2017-2018 - Children And Young People Services (*Pages 123 - 152*)
 10. Quarterly Performance Management Data 2017/18 - Quarter 2 Performance (1st April 2017 - 30th September 2017). (*Pages 153 - 166*)
 11. Social Services Complaints And Representations Annual Report 2016-17 (*Pages 167 - 180*)
 12. Any urgent items (whether public or exempt) at the discretion of the Chairman pursuant to Statutory Instrument 2001 No 2290 (as amended).

S.Phillips
Chief Executive

Civic Centre
Port Talbot

Friday, 24 November, 2017

Cabinet Board Members:

Councillors: A.R.Lockyer and P.D.Richards

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).*

EXECUTIVE DECISION RECORD
CABINET BOARD - 2 NOVEMBER 2017
SOCIAL CARE, HEALTH AND WELLBEING

Cabinet Board Members:

Councillors: P.D.Richards (Chairperson) and A.R.Lockyer

Officers in Attendance:

A.Jarrett, A.Thomas, J.Hodges, I.Oliver and Mrs.J.Woodman-Ralph.

1. **APPOINTMENT OF CHAIRPERSON**

Agreed that Cllr.P.D.Richards be appointed Chairperson for the meeting.

2. **MINUTES OF THE PREVIOUS SOCIAL CARE, HEALTH AND WELLBEING CABINET BOARD HELD ON THE 5 OCTOBER 2017**

Noted by Committee.

3. **FORWARD WORK PROGRAMME 17/18**

Noted by Committee.

4. **VACANT LAND AT DAN Y BRYN CARE HOME, PONTARDAWE**

Decision:

That the identified land as detailed in Appendix 1 to the circulated report at Dan Y Bryn Care Home, Pontardawe be approved as surplus to requirements to enable to Council to pursue a capital receipt.

Reason for Decision:

To declare vacant land surplus to requirements and to enable the Council to pursue a capital receipt.

Implementation of Decision:

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

5. **WESTERN BAY COMMISSIONING STRATEGY FOR CARE HOMES FOR OLDER PEOPLE 2016 - 2025**

Members were supportive of the request made by the Social, Care, Health and Wellbeing Scrutiny Committee held prior to the meeting for elements of the Implementation Plan to be brought back retrospectively to enable continued monitoring and information purposes.

Decision:

That having given due regard to the Equality Impact Assessment the Commissioning Strategy for Care Homes for Older People 2016 - 2025 and the local Implementation Plan for Neath Port Talbot County Borough Council be approved subject to elements of the Implementation Plan being brought back retrospectively to Members for their continued information and ongoing monitoring, as requested by the previous Scrutiny Committee.

Reason for Decision:

To enable the Local Authority to have a shared commitment with the Western Bay Health and Social Care Partnership to ensure that there is a sustainable range of high quality care home placements to meet the needs of older people within the local authorities of Neath Port Talbot, Bridgend and Swansea.

Implementation of Decision:

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

Consultation:

The item has been subject to external consultation.

6. **PARTNERSHIP AGREEMENT FOR WESTERN BAY PROGRAMME INFRASTRUCTURE**

Decisions:

1. That the principles of the Partnership Agreement for Western Bay Programme Infrastructure, whereby the City and County of Swansea is the host authority, with the three statutory partners of Bridgend County Borough Council, Neath Port Talbot County Borough Council and AMBU Health Board be approved;
2. That the Chief Social Services Officer be authorised to approve and arrange for the execution of the final version of the Partnership Agreement in consultation with the Head of Legal Services and the Section 151 Officer;
3. That the Chief Social Services Officer be authorised in consultation with the Head of Legal Services and the Section 151 Officer to make any future minor changes to the executed Partnership Agreement.

Reason for Decisions:

To enable the Local Authority to formalise the partnership funding arrangements in relation to the Western Bay Programme infrastructure and to establish a pooled fund arrangements hosted by the City and County of Swansea.

Implementation of Decisions:

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

7. **EXTENSION OF SECTION 33 NATIONAL HEALTH SERVICE (WALES) ACT 2006 - AGREEMENT FOR COMMUNITY EQUIPMENT SERVICE**

Decisions:

1. That delegated authority be granted to the Head of Social Work Services to agree the extension of the current Section 33 National Health Service (Wales) Act 2006 Agreement in relation to the Community Equipment Service until the 31 March 2018;

2. That delegated authority be granted to the Head of Social Work Services to agree the additional contribution to the Pooled Fund in line with the amounts contained within the circulated report to enable the continued provision of community equipment to adults who have been assessed as requiring them.

Reason for the Decisions:

To enable the Local Authority to pool resources with the Health Board and City and County of Swansea to deliver an equipment service.

Implementation of Decisions:

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

CHAIRPERSON

Social Care, Health and Wellbeing Cabinet Committee

2017/2018 FORWARD WORK PLAN

SOCIAL CARE, HEALTH AND WELLBEING CABINET BOARD

DATE	Agenda Items	Type (Decision, Monitoring or Information)	Rotation (Topical, ,Annual, Biannual, Quarterly, Monthly)	Contact Officer/ Head of Service
11 Jan 18	Children's Services Staff Survey	Information	Annual	K.Jones
	Adult Staff Survey	Information	Annual	Angela Thomas/ Rob Hopkins
	Direct Services Update	Information	Topical	Angela Thomas/ Steve Adie
	Carers Information & Consultation Strategy Annual Progress Report	Information	Annual	Andrew Jarrett

Social Care, Health and Wellbeing Cabinet Committee

DATE <u>2018</u>	Agenda Items	Type (Decision, Monitoring or Information)	Rotation (Topical, ,Annual, Biannual, Quarterly, Monthly)	Contact Officer/ Head of Service
8 FEB 18	Update on Looked After Children Strategy	Monitoring	Annual	A.Jarrett
	Hillside Managers Report	Monitoring	6 Monthly	Alison Davies/ Andrew Jarrett
	Hillside (The Children Home Wales)	Monitoring	6 Monthly	Alison Davies/ Andrew Jarrett

Social Care, Health and Wellbeing Cabinet Committee

DATE	Agenda Items	Type (Decision, Monitoring or Information)	Rotation (Topical, ,Annual, Biannual, Quarterly, Monthly)	Contact Officer/ Head of Service
8 MAR 18	Quarter 3 Performance Report (17/18)	Monitor	Quarterly	David Harding/Shawn Davies
	CSSiW Homecare Service Inspection Report 2017	Information	Annual	Nick Jarman
	Supporting People Programme Grant Contracts 17/18	Decision	Annual	Angela Thomas/Gareth Evans

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NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Social Care Health and Wellbeing Cabinet Board

30 November 2017

Report of the Head of Children and Adult Social Services - A.JARRETT

Matter for Decision

Wards Affected: All

Commissioning of 24 Hour Call Monitoring Service for Assistive Technology Service

Purpose of the Report

1. To seek delegated authority for the Head of Children and Adult Social Services of Neath Port Talbot County Borough Council to enter into a three year agreement with Carmarthenshire County Council for the provision of a Call Monitoring Service for the Assistive Technology Service

Executive Summary

2. Neath Port Talbot County Borough Council (“the Council”) provide Assistive Technology (eg Lifeline) (“AT”) which gives the opportunity for our citizens to remain safe and independent within their own homes.

An essential element of the service is the provision of a 24 hour 365 days of the year Call Monitoring Service. To date this Call Monitoring Service has been provided by Carmarthenshire County

Council who have created their own in house service. Through dialogue with Carmarthenshire County Council, the Council have been able to negotiate the costs of the Call Monitoring Service and have now agreed a reduction currently estimated to be over £50,000 per annum pa (based on existing numbers of users), with no changes to the level of service used by the Council. To achieve this the Council will be required to enter into a three year agreement with Carmarthenshire County Council.

Background

3. This Council provides Assistive Technology to citizens in the Neath Port Talbot locality. There are three types of service and the numbers of service users per type is in Table 1. below:-

Service Type	August 2017
Lifelink	2241
Lifelink Plus	123
Lifelink Extra	201
TOTAL	2565

Table 1. Total numbers of Service Users per service type (August 2017)

These citizens are primarily older and/or frail individuals who use the equipment to alert others should they require urgent/emergency help and assistance (e.g. in case they should suffer an injury through a fall or other such issue).

The Assistive Technology equipment (e.g. Lifeline units, falls sensors) that the Council have installed into service users homes are connected (via telephone lines) to a call monitoring centre so that all such calls for help can be responded to immediately.

Carmarthenshire County Council provide this service this via its 'Careline' service. They also provide this Call Monitoring Service to other Councils within Wales.

The Council have directly commissioned this Call Monitoring Service since 2011 and are presently in the second year of a three year agreement.

There is a 'flat rate' cost to all users across all three service levels.

During 2017, the Council have expressed concerns regarding the costs of the Call Monitoring Service and have been able to negotiate a reduction in the fee structure that better reflects this Council's requirements.

Even though there has been a reduction in the amount payable, there will be no change in the manner in which the Call Monitoring Service is provided.

A new Agreement between Carmarthenshire County Council and this Council will be required a copy of which is annexed to this Report at Appendix 1. The Agreement will be for three years, backdated to 1st April 2017 and expiring in March 2020, however the reduction in the contracted rate will only apply from the date the contract is signed.

Financial Impact

4. The AT budget sits within the Section 33 agreement (between the Council and ABMU) for Intermediate Care.

Current charges are fixed cost (£1.15 per person per week) to all users. The proposed SLA has two tariffs. One for Lifelink (£0.75 per person per week) and another for Lifelink Plus and Lifelink Extra (£0.87 per person per week). Table 2 compares the costs of the existing and proposed SLA and highlights the projected savings of the new SLA.

The full year savings equates to £51,330, as per table below. However the savings for 2017/18 will be commence from the date the contract is signed. Carmarthen Council have agreed to the reduced rate from contract signing rather than from April 2017 (when the SLA will be backdated to).

Number of users as of August 2017	Current SLA – annual cost	Proposed SLA – annual cost	Proposed annual Saving
Lifelink (2241 users)	134,012	87,399	46,613
Lifelink plus (123 users)	7,355	5,565	1,790
Lifelink extra (201 users)	12,020	9,093	2,927
TOTAL	153,387	102,057	51,330

Table 2. Cost comparison between current and proposed SLA (as of August 2017)

It is proposed that this saving be reinvested into the AT service to deliver increased numbers of users receiving AT.

Equality Impact Assessment

- An Equality Impact Screening Assessment has been undertaken to assist the Council in discharging its Public Sector Equality Duty under the Equality Act 2010. After completing the initial screening assessment it has been determined that this proposal does not require an Equality Impact Assessment as there are no impact on service users. Service users charges will remain the same, there will be no change in the service they receive, the only change will be the rate Carmarthen charge NPT for the service.

Workforce Impacts

- There are no workforce impacts to the Council.

Legal Impacts

7. The Council is a contracting authority for the purposes of the Public Contract Regulations 2015 (“the Rules”), which govern this particular area of work and accordingly is required to comply with the Rules whenever it seeks to award contracts, the value of which exceed the relevant threshold value and which are not expressly excluded from the operation of the Rules. A Call Monitoring Service of this kind is classed as a “service contract” for the purposes of the Rules and the total duration of the proposed agreement with Carmarthenshire County Council exceeds the sum required for a competitive procurement exercise. Both the Council and Carmarthenshire County Council are public bodies for the purposes of the Rules. This means that they will have to comply with these rules in any agreements entered into.

Under Regulation 12(7) of the Rules, where public bodies cooperate with a view to jointly ensuring the execution of public interest tasks (i.e. education, highway maintenance, social services) then this may involve the award of contracts without triggering the obligation to apply the Rules. Therefore, to apply this exemption, the following will have to be complied with:

The Agreement must establish or implement a co-operation between the public bodies with the aim of ensuring that the services they have to perform are provided with a view to achieving objectives they have in common. This requirement could be satisfied here as both Councils are under an obligation to provide assistive technology services of this kind and will ultimately be working together to achieve these aims.

The participating authorities perform on the open market less than 20% of the activities concerned by the operation. This will not be applicable here as all both organisations are not openly trading in this area.

The implementation must be governed solely by considerations relating to public interest. What this means essentially is that the agreement cannot be used as an attempt to generate profit. The Council have ensured that any sums that are paid to Carmarthenshire County Council are for direct service cost only.

Risk Management

8. In the event that the Council did not enter into this revised Agreement the benefits which are identified in this report would fail to be realised and the Council will continue to pay an increase amount for a service where savings could realistically be achieved with no effect to service provision.

Consultation

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

Recommendation

10. It is recommended that:

- (a) The Head of Children and Adult Social Services be granted delegated authority to negotiate and settle the terms of the proposed three year agreement with Carmarthenshire County Council for a Call Monitoring Service
- (b) The Head of Children and Adult Social Services be granted delegated authority to enter into a three year agreement with Carmarthenshire County Council for the provision of a Call Monitoring Service

Reasons for Proposed Decision

11. The revised agreement with Carmarthenshire County Council provides all of the required service elements that our service users using the Assistive Technology services require. The Call Monitoring Service will be provided at a reduced cost to the Council and the financial benefit will increase as the number of service users ultimately increase.

Implementation of Decision

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

Appendices

13. Appendix 1: Draft Agreement with Carmarthenshire County Council for the provision of a Call Monitoring Service.

List of Background Papers

14. None

Officer Contact

15. Andy Griffiths
Integrated Community Services Manager
Andrew.Griffiths8@wales.nhs.uk

Service Agreement

Dated:

Carmarthenshire County Council
(Afterwards known as the “Provider”)

of:

County Hall
Carmarthen
Carmarthenshire
SA31 1JP

Signed:

Position:

(Being a duly authorised representative of the Provider)

And

Between Neath Port Talbot County Borough Council

(Afterwards known as the “Customer”)

of: Civic Centre Port Talbot SA13 1PJ

Signed:

Position:

(Being a duly authorised representative of the Customer)

DRAFT

Preface

This Service Agreement has been drawn up jointly by the Customer and the Provider.

It applies only to the specific mutual expectations and responsibilities relating to the provision of a 24 hours x 365 day per year monitoring of social alarms service for the Customer and to be provided by the Provider's CARELINE service.

The agreement in this document also acknowledges and reflects a wider collaborative relationship each partner has with other organisations. See Appendix A.

The service is delivered from the Carmarthenshire Care line Office. The Provider can be contacted on 0300 333 2222.

Definitions:

Provider- Carmarthenshire County Council, Careline service

Customer- Neath Port Talbot County Borough Council

Service - Call monitoring of Neath Port Talbot connections to the PNC database

Provider Manager- Carmarthenshire County Council, Careline Manager/Supervisor.

Customer Manager – Neath Port Talbot County Borough Council

Hardware- Includes all telecommunication equipment, computers, computer terminals, printers and associated peripherals necessary for the delivery of the service

Software- Includes all software packages and applications necessary for the delivery of the service

Maintenance and support- excludes that provided under contract by third party suppliers. Both the Provider and the Customer undertake to maintain appropriate maintenance and support contracts for their own hardware, software, telecommunications and any other equipment which is an essential part of the infrastructure of the service, with the manufacturer of the equipment as specialist providers.

PNC – Piper Network Control System

Disaster recovery - Procedures to divert the service as a ‘temporary’ measure to another location or provider

Arbitrator - To be appointed by agreement between head of departments

Volume of Calls – The ‘volume’ of calls is defined as being incoming calls only.

Section 1: Terms of the Agreement

Section 1.1: Administration

- a) The Agreement will commence on 1st April 2017 and end on 31st March 2020. (Termination details as per section 6) and any previous agreement shall be revoked from the 1st April 2017.
- b) The Provider is to supply the Customer with the services described in this Agreement (from here on known as the ‘**Service**’) at the levels identified in the Agreement or any attached Schedules or Appendices.
- c) The Customer shall be represented in any discussions with the Provider relevant to the operation of this Agreement by a named Senior Manager with delegated responsibility

(from here on known as the '**Customer Manager**'), or his/her nominated representative, who will be responsible for dealing with any matters which relate to the Service.

- d) The Provider shall be represented in any discussions with the Customer relevant to the operation of this Agreement by the Careline Services Manager (from here on known as the '**Provider Manager**'), or his/her nominated representative who will be responsible for the delivery of the Service.
- e) The Provider shall keep accurate records as agreed, relating to the provision of the Service and shall supply copies to the Customer when required by the Customer Manager (or their nominated representative).
- f) The Provider shall ensure that they comply with all relevant statutory regulations, enactments and requirements and all Council and Departmental Standing Orders, regulations and guidance. The Provider shall advise the Customer appropriately as to any requirements to be met relating to this clause.
- g) The Provider shall endeavour to comply with all requirements of the Customer's organisational policies and procedures. Where conflicts between organisational requirements occur they shall be dealt with under the Disputes procedure (Section 1.4). The Customer shall advise the Provider appropriately as to any requirements to be met relating to this clause.

Section 1.2: Nature of Service

- a) This Service Agreement relates to the provision of a continuous calls handling service by the Provider on behalf of the Customer.
- b) The Provider will respond to and process all contacts made by the Customer's service users in accordance with agreed protocols and service standards (see Section 4 below)
- c) The Customer's service users may use a range of equipment, including Telecare sensors, which will be connected to the Provider's calls handling equipment.
- d) The Customer and Provider undertake to use best endeavours to ensure compatibility between the Customer's equipment (including equipment installed in service users' homes and equipment associated with calls handling) and the Provider's equipment.
- e) The Customer retains responsibility for installing, maintaining and removal of all social alarm equipment provided in their clients' homes.
- f) The Customer retains responsibility for the provision of information, keeping it accurate and up to date as required by the Provider to operate, and respond appropriately to all calls on behalf of the Customer's social alarm users.
- g) The Provider will monitor the social alarm connections and respond to all calls raised by the customer's service users on calls handling equipment provided by the Customer

and located at the Provider's address. All elements of the equipment provided by the Customer remain the Customer's responsibility to maintain and replace as required.

Section 1.3 Volume of Service

- a) For the term of this Agreement the Provider is required to keep accurate and comprehensive records of the activities it undertakes for the Customer. These activities are to be reviewed on a quarterly basis in line with the contract monitoring meetings meeting schedule attached in Appendix E
- b) The minimum records to be provided by the Customer are detailed in Section 3 of this Agreement. It is the responsibility of the customer to ensure all service user data is accurate and up to date in accordance with the Data Protection Act.
- c) The information gathered during the term of this Agreement shall be used to determine future Service requirements. The Agreement is to be reviewed on annual basis to review level of service provided and charges, which are outlined in the Care line charging schedule. Appendix F
- d) The Provider and Customer will agree on the current or expected 'volume' of calls at the implementation of the Agreement. These figures will be determined from the PNC management reports and telephone activity levels. Please see Appendix G
- e) A review of the volume of calls will be held at the annual review liaison meetings (see Section 3 Appendix E), to determine the impact of any future service provision and cost. At this review an account for any increase or decrease in service user connections will be discussed which may affect the service performance and cost of the service to each party.

Section 1.4: Disputes/Complaints

- a) In the first instance, any problems with regard to the delivery of the Service or the operation of this Agreement will be discussed by the Customer Manager and the Provider Manager or nominated representatives who shall actively work together to resolve matters.

- b) Both parties will work on a basis of co-operation, and will arrange to discuss with the other party as soon as any problems or disputes arise. Both parties will attempt to resolve any difficulties through negotiation at an early stage, and each will make themselves available with reasonable notice to discuss the issues under dispute.
- c) Where matters cannot be resolved by the above process they may be referred by either manager to their respective senior managers.
- d) If after 28 days (or such longer period as the parties may agree) of the date of notice the dispute has not been resolved, either party may notify the other that it wishes the dispute to be referred to an independent arbitrator, to be agreed by both parties.
- e) If an independent arbitrator is appointed, the parties shall pay the arbitrator's fees in equal shares, and agree that they will be bound by the decision of the arbitrator.
- f) The dispute resolution procedure set out in this clause shall not delay or take precedence over the provisions for termination set out in this Agreement.
- g) Service user complaints will be dealt with by the respective corporate policies on complaints of both parties. All complaints raised by service users will be initially dealt with by the appropriate service manager or nominated representative. Investigations and results of that complaint will be shared with the respective managers and responses agreed. If appropriate investigations will be dealt with jointly.

Section 2: Information required by the Service Provider

Section 2:1 Information handling

- a. The Customer is responsible for promptly notifying the Provider of changes to alarm users' data including the service user records specifically covering access to the service user's property (key holder /key safe codes). The Customer is also responsible for recording the personal contact details for each service user or service users' contacts, and confirming in writing annually that the details held by the Provider on behalf of the service user are correct. Appendix G provides instructions on consistent data entry by the customer onto the PNC, to which the customer must adhere.
- b. The Customer will include in the details passed to the Provider the directions for dealing with any alarm calls connected to the call centre through the alarm network.

- c. The Customer consents to data collected in the course of delivering the Service being processed for the purposes of record keeping and producing reports (see sections 3.1 and 3.2 below). Also, See Appendix B for the Personal Information Sharing Protocol for the purpose of responding to emergency callers to the Service.

Section 3: Monitoring

Section 3.1: Records

- a. The following records are the minimum required to be kept by the Provider:

This list is not exhaustive

- ◇ Number of Service requests (includes automated calls recorded on PNC)
 - ◇ Actions in response to Service requests
 - ◇ Average response time to calls
 - ◇ Details of any failure to provide the Service including the reason for such failure
 - ◇ Details of actions taken to ensure future compliance which are either recommended to or agreed with the Customer
 - ◇ Details of any complaints and the actions taken to resolve them
 - ◇ Voice recordings of all calls on the PNC (to be retained for one year on agreed telephone lines).
- b) The Customer on retention of their own access to PNC systems can access and fully utilise the information in 3:1 apart from Voice Recordings held at the Providers location. The agreement is that all calls recorded will be shared between Customer and Provider on request.

Section 3.2: Reports

- a) The Provider shall each quarter discuss with the Customer management report details held on the PNC database summarising all activities undertaken during that particular period. Quarters are defined as the three month periods beginning 1st April each year. Any other significant reportable criteria outside of the PNC suite of reports, e.g. telephony, staffing, and Telecare, will also be considered in the quarterly discussion.

Section 3.3: Liaison Meetings-Refer to Appendix E Schedule of Meetings

- a) The Customer Manager and the Provider Manager or nominated representatives shall, meet quarterly to monitor the operation of the Agreement, and in particular to review the relevant records and Service performance.
- b) There shall be a meeting quarterly please see schedule Appendix E between the Customer Manager and the Provider Manager to review the Agreement, the provision of the Service, and to agree appropriate future activities and costs.

- c) Any plans by either party to introduce any new hardware or software (where this shall impact upon the Customer or Provider) shall be discussed and agreed prior to their implementation by the Customer Manager and the Provider Manager (and any other relevant persons). Agreement shall be recorded in writing and implementation reviewed 3 months after the start date.

Section 4: Service Provision

Section 4.1: Availability

- a) The Service is to be a continuous service provided on behalf of the Customer by the Provider on a 24 hours per day, 365 days per year basis.
- b) The Provider and the Customer will ensure that all necessary actions are taken to ensure that the equipment within their ownership or control is available and working at the above times.
- c) In the case of an unforeseen disruption to service at the Provider's location, the Provider will maintain a single disaster recovery agreement with Tunstall Response Ltd, covering the combined Provider and Customer integrated database,
- d) The Provider will send database updates on a weekly basis to Tunstall Response Ltd. These are automated 'file' data transfers via secure broadband connections. In addition the Provider and Customer will maintain an ongoing database file transfer on a daily basis and live replication of the data between the Provider's and Customers premises to ensure that data is kept up to date on both the Provider's and Customers Tunstall's systems.

Section 4.2: Categories of Service

- a) The Provider shall, in addition to the calls handling service described above, provide the following services to the Customer;
- Access by authorised personnel to the Provider's telecommunications system and its associated hardware and software.
 - Representation in negotiations with third party suppliers and technical liaison on maintenance support and with support services provided by third party suppliers.

Section 4.3: Service Standards

- a) The Customer will automatically inform the Provider of changes to the service user database using the live database link between Customer and Provider.

Section 4.4: Service commitments

- a) The Provider's staff shall act at all times to protect and promote the Customer's business activities and interests.
- b) The Provider will carry out repairs and maintenance work to the PNC system shall be carried out to the manufacturer's standards, and wherever possible at times which minimise impact upon the delivery of the Service.
- c) From time to time the Customer clients may assist the Provider in undertaking customer satisfaction surveys.
- d) The customer will, as required and appropriate, work jointly with the provider in meeting any relevant accreditation standards as required by the Telecare Standards Association (or any other potential accrediting organisation), or in providing information in order to facilitate internal or external audit of the service.
- e) In the event of authorised contacts being unavailable to attend a service user's property following the raising of an alarm, the Provider will refer the incident to the Police who will make a judgement on whether forced entry will be made. The Provider is not liable for any loss or damage arising from a forced entry made by the police.
- f) The Provider will voice record all alarm call traffic. The Customer should make all its staff, service users, and corporate clients aware of call recording.

Section 4.5: Health and Safety

- a) The Provider will comply with relevant Health and Safety legislation, directives and guidance in relation to the activities undertaken under this Agreement.

Section 4.6: Staffing

- a) The Provider will ensure that all staff are trained and competent to provide the service in a safe manner.
- b) The Provider will be responsible for ensuring that where new hardware and/or software is being introduced which will impact upon the service that its staff is trained appropriately.
- c) The Provider's staff shall keep strictly confidential any information or data of which they gain knowledge during the performance of the Service.

Section 5: Review of the Agreement

- a) The Parties shall review this Agreement six months prior to its termination date i.e. at the September Review meeting (see section 3:3: b and Appendix E Meeting Schedule) to determine whether the Customer wishes to extend the Agreement with the Provider and, if so, under what terms and conditions.
- b) Notice of any variations required under clause b above must be given to the other party at least 15 working days prior to the intended variation being effected.
- c) Any changes to the Customer Manager or the Provider Manager, or their nominees, must be notified to the other party as soon as possible but at the latest within 2 working days of the change.
- d) In cases of failure to agree any variations to this Agreement or failure to resolve any disputes or problems, the Disputes procedure as outlined in this Agreement (Sec 1.4) shall be followed.

Section 6: Termination

- a) Either party may terminate this **Agreement on 12 months notice** in writing to the other party. Such notice shall only be given by the relevant Director, Head of Legal services or Chief Executive.

Section 7: Payment Provisions

- a) The Provider shall invoice the Customer quarterly in arrears for the provision of the Service. Any adjustments to the overall fee for the year will be made in the first (period) of the following year. Please refer to charging Policy Appendix F
- b) After verification the Customer shall pay the agreed sum to the Provider. Where agreement cannot be reached the disputes procedure section 1.4 will be followed.
- c) Rates for future years are in place for the 3 year period of this contract with an annual inflationary rise being applied.
- d) Payment will be via the transfer of funds via the corporate accounting system **(on receipt of an invoice from the Provider)**.
- e) After verification by the Customer the invoice will be paid within 14 days of Receipt.

Section 8: Confidentiality and Data Protection

- a) The Provider and the Customer shall comply with the requirements of the duty of confidentiality at common law, the Human Rights Act 2000 and Article 8, and the Data Protection Act 1998 insofar as they apply to the provision of the Services and/or otherwise of this Agreement. The Provider and the Customer shall enter in to a Data Processing Agreement or Personal Information Sharing Protocol in respect of the information provided under this agreement in the terms set out in Appendix B.
- b) The Customer acknowledges the obligation of the Provider to comply with the Freedom of Information Act and the Statutory Code issued under Section 45 of the Act in relation to any request for access to recorded information held by this County Council.

Section 9: Applicable Law

- a) The Agreement shall be governed by and construed in accordance with the law of England and Wales.

Section 10: Assignment and Sub-contracting

The Provider will not assign or sub-contract all or any part of its obligations under this Contract unless the Customer agrees in writing.

- a) Subject to 9 (a) above, where the service is sub contracted to other providers, the Provider shall ensure that any sub-contractor complies with the terms and conditions of the Contract, so far as they are applicable. Any sub-contract shall not relieve the Provider of his obligations under the Contract.

Section 11: Insurance

- a) For as long as this Agreement is in force, the Provider shall have in place the following minimum insurance cover;
- Employer's liability insurance at least to the value of £10,000,000 for each and every claim, act or occurrence or series of claim acts or occurrences; and
 - Public Liability insurance at least to the value of £10,000,000 for each and every claim, act or occurrence or series of claim acts or occurrences; and
 - Professional indemnity insurance in an amount for each and every claim, act or occurrence or series of claim acts or occurrences which is sufficient to cover our liabilities under this Agreement.£5million any one claim and in the aggregate
- b) The Provider must ensure that any sub-contractors who provide any or all of the Support Services on its behalf take out and maintain insurance equivalent to those required from the Provider under clause 11a of this Agreement.
- c) The insurance policies referred to in clauses 11 of this Agreement must be taken out and maintained with a reputable insurance company.
- d) The provider shall provide to the Customer such evidence as the Customer may require that the insurance policies referred to in clauses 11of this Agreement have been taken out, provide adequate cover, and are in force at all times.

Section 12: Indemnities

- a) The Provider must fully and promptly indemnify the Customer against all losses, damages, costs, expense, liabilities, claims or proceedings, whether these arise under statute or common law, which the Customer suffers as a result of any negligence, default or breach of statutory duty on the part of the Provider in carrying out its obligations under this Agreement or on the part of any person who the Provider employs or engages to carry out its obligations under this Agreement.
- b) The Provider will not be liable to indemnify the Customer under clause 11a above to the extent that the Customer's losses are due to any negligence, default or breach of statutory duty on the Customer's part, or on the part of any of the Customer's employees agents or sub contractors
- c) The Customer must fully and promptly indemnify the Provider against all losses, damages, costs, expense, liabilities, claims or proceedings, whether these arise under statute or common law, which the Provider suffers as a result of any negligence, default or breach of statutory duty on the part of the Customer in carrying out its obligations under this Agreement or on the part of any person who the Customer employs or engages to carry out its obligations under this Agreement.
- d) The Customer will not be liable to indemnify the Provider under clause 12c above to the extent that the Provider's losses are due to any negligence, default or breach of statutory duty on the part of the Provider, or on the part of any of the Provider's employees agents or sub contractors.

Appendices:

Appendix A. List of corporate clients that may be party to certain terms and conditions and negotiations within this document.

Appendix B. Data Protection

Appendix C. Significant changes requiring notification

Appendix D. Disaster recovery arrangements **(NOT APPLICABLE)**

Appendix E. Schedule of Review Meetings and Annual Review

Appendix F. Care line Charging Policy

Appendix G. Consistent Data Entry Instructions

Appendix A. List of corporate clients that may be party to certain terms and conditions and negotiations within this document.

Neath Port Talbot County Borough Council

Carmarthenshire County Council

Local authorities and Housing association reliant on services or contracted to services offered by the Provider and Customers as parties to this agreement, for the financial year covered by this agreement.

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Data Protection

Part A – Introduction

Introduction

This Personal Information Sharing Protocol (PISP) has been prepared to support the sharing of personal information to support the work of the Community Alarm Service within the Wales national framework as described by the Wales Accord on the Sharing of Personal Information.

The Information Sharing Community

This Personal Information Sharing Protocol covers the exchange of information between social services in the City and County of Swansea, Neath Port Talbot County Borough Council and Carmarthenshire County Council for the purposes of responding to emergency callers to the Community Alarm service.

Scope and Purpose of Information Sharing

This Personal Information Sharing Protocol details the specific purpose(s) for information sharing to support the Community Alarm service, the group(s) of service users it impacts upon, the relevant legislative powers, what data is to be shared, the consent processes involved (where appropriate), the required operational procedures for the exchange of information and the process for review.

The aim of the Community Alarm service is to provide an emergency alerting service to vulnerable people living in their own homes or in sheltered accommodation. The Community Alarm Service can call out the 'blue light' services or can request nominated individuals make a call to check on the service user.

Information is shared to maintain 24/7 cover for Community Alarm service users (routine record keeping, consultation of records, emergency contact details etc).

Records may also be shared in the event of an emergency.

Information may be needed to support the monitoring of the service against existing standards and benchmarks.

Information may also be shared to support the effective administration, audit and inspection of services.

Partners may only use the information disclosed to them under this Personal Information Sharing Protocol for the specific purpose(s) set out in this document.

The PISP is supplementary to the Wales Accord on the Sharing of Personal Information (WASPI) that has been agreed between the participating partner organisations; partners have given consideration to its contents when drawing up this PISP.

This document sets out the rules and procedures to be adopted when sharing information to support these functions. Information shared to support functions other than those listed is not covered by this document.

In this document:-

- Part A** is this introduction;
- Part B** sets out the detailed rules and operational procedures that must be followed when sharing personal information;
- Part C** describes the specific rules relating to consent to sharing of information;
- Part D** describes the methods for sharing information that are permitted in support of the UAP and the controls which apply to those methods.

High Level Functions Covered by this Protocol

The Community Alarm service provides:

- ◆ Community alarm services
- ◆ Emergency response to calls made by service users using dispersed alarm equipment (a.k.a. Community Alarm).
- ◆ Routine calls to ensure service users' Community Alarm equipment is still functional and would work in an emergency.

Who does this Personal Information Sharing Protocol apply to?

This PISP applies to following organisations that are engaged in delivering a Community Alarm Service within:-

- ◆ City and County of Swansea
- ◆ Carmarthenshire County Council
- ◆ Neath Port Talbot County Borough Council

Staff of who work within the respective Community Alarm services carrying out call handling are bound by this protocol.

The term 'staff' encompasses paid workers, volunteers, students and other temporary workers approved by the employing / hosting organisation to carry out the Community Alarm service.

Service Users

Any person who is registered as an active service user within Carmarthenshire, NPT and Swansea.

These people are referred to as Service Users and will usually be residents of NPT, Carmarthenshire and/or Swansea, but residents of other authority areas will also occasionally present.

Value of sharing to Service Users

The sharing of this information is vital to ensure that service users can be supported in an emergency at any time of day or night.

Training

Signatory organisations will ensure that all current and newly-appointed staff receive appropriate training in the application of this PISP.

Security

Breaches of security and / or confidentiality and other violations of this PISP must be reported in line with each organisation's incident reporting procedures.

Complaints Procedure

Each organisation have a formal procedure by which Service Users can direct their complaints regarding application of this PISP.

Review of this Personal Information Sharing Protocol

This PISP will be reviewed one year after implementation and within 3 years thereafter.

Management Responsibilities and Authorisation

The managers responsible for this PISP are:-

Designation	Organisation
Samantha Watkins	Carmarthenshire County Council

These managers are responsible for the PISP within their own organisations, and must ensure the PISP is disseminated, understood and acted upon by relevant staff.

Part B – Rules and Procedures

Summary

Information can only be shared for the purposes set out in the High Level Functions (s.4).

Personal information must be collected using the approved collection tools and ensuring the required identifying information is complete and up-to-date.

Only the minimum necessary personal information must be shared to support the work of staff that have a legitimate involvement with the service user.

In addition, staff must also follow their own organisation's procedures relating to information handling (see s.18).

What personal information will be shared?

The information shared for the purpose of the Unified Assessment process includes a wide range of information about the Service User's general health and social well-being.

The information shared might therefore include:-

- ◆ Key identifying information (see s.11 below)
- ◆ Basic demographics
- ◆ People living with the service user
- ◆ Carer's contact details
- ◆ Other emergency contact details e.g. key-holder
- ◆ GP details
- ◆ Health details e.g. disease / condition
- ◆ Details of immediate environment e.g. property access details
- ◆ Safety issues
- ◆ Pets details

The information is used to prepare a care plan detailing how services will be provided, how needs will be met, who will be involved, whether any needs will remain unmet and how the Service User's ongoing care will be managed and reviewed.

Only the **minimum necessary** personal information consistent with the purposes set out here must be shared.

Key Identifying Information

When sharing information, the following data items will be used to ensure that all partners are referring to the same individual:

- Full name
- Full address
- Date of birth
- Community Alarm telephone number

What information collection tools must be used?

The organisations' approved collection tools for gathering this personal information are the following form(s) and system(s):-

- Personal Information Form for the Community Alarm Service
- PNC4 provided by Tunstall Group

When is personal information shared?

Information is shared live to support the delivery of the Community Alarm service as set out above.

If staff makes changes to a record, reasonable efforts must be taken to ensure that anyone who has received a copy of the record is also alerted to the change.

What other rules should be followed?

Organisational policies and procedures relating to personal information will need to be followed such as:-

- ◆ Information Security
- ◆ Records Management
- ◆ Data quality

Part C – Consent and Legislation

Summary

Information sharing should not take place without the informed consent of the service user. Part C sets out the law and general rules of consent that will usually apply. It also describes what to do in special circumstances where the user does not consent, is unable to consent or withdraws consent.

Staff should not hesitate to share personal information in order to prevent abuse or serious harm, in an emergency or in life-or-death situations. **If there are concerns relating to child or adult protection issues, the relevant organisational procedures must be followed.**

Consent

Consent is required to share information between different organisations. Service Users or their lawful representatives must be informed clearly about what information is to be shared, who the information will be shared between, and for what purposes. The member of staff must be satisfied that the Service User has understood the information sharing arrangements.

It is necessary to communicate with the Service User about the need for information sharing at the earliest appropriate opportunity, preferably at first contact.

Existing Service Users will be informed of the information sharing arrangements by means of the Review of Circumstances Form that is sent to each individual user annually. This will supplement any verbal communication and provide for future reference.

Additionally, new Service Users will be informed of the information sharing arrangements at the point of assessment during the completion of the Community Alarm application form.

The Application Form and the Review of Circumstances Form will describe procedures for opting out of the information sharing and the consequences of opting out.

Due to the nature of the service, service users who opt out will receive a service available only during limited hours.

Any restrictions on consent should be recorded and information dealt with appropriately.

Obtaining and Recording Consent

For the purposes of this PISP implied consent is required.

Provided that Service Users have been informed appropriately as set out above, information sharing between partner organisations is permitted.

Refused / Withdrawn Consent

A service user has the right to withhold consent to have information about them shared. He/she also has the right to withdraw consent to the sharing of information at any point. Further information should not then be shared.

Where the service user has withheld consent, the implications of withholding consent will be clearly explained to them and this dialogue should be recorded in an appropriate place.

See also 'Sharing information without consent' below.

Sharing information without consent

Staff are permitted to disclose personal information in order to prevent abuse or serious harm to others. If there are concerns relating to child or adult protection issues, you must follow the relevant local procedures.

Information can be lawfully shared without consent where an appropriate professional of sufficient seniority has taken the view that the duty of confidentiality can be breached in exceptional circumstances and where there is a substantial over-riding 'public interest'. Such situations where information might be shared without consent include:

- ◆ 'Life and death' situations;
- ◆ Where a person's condition indicates they may be a risk to the public or may inflict self-harm.

- ◆ On a case-by-case basis, to prevent serious crime and support detection, investigation and punishment of serious crime.

(This is not an exhaustive list.)

Given the nature of the service, there may be occasions where the risk to a person's safety are so great that it may be necessary to share the information without consent in order to provide emergency support and continuous cover.

Any claimed substantial public interest justification must be clearly stated and any decision to share information with another party without the consent of the Service User must be fully documented. The Service User should usually be informed of this decision, and what information has been shared unless doing so would risk harm to others or hinder any investigation or legal proceedings.

Staff with authority to agree information sharing without consent are:-

Designation	Organisation
Samantha Watkins	Carmarthenshire County Council

Legislative / statutory powers

Section 2(1)(h) of the *Chronically Sick and Disabled Persons Act 1970* provides for assistance to be given to those in need to obtain a telephone and any special equipment necessary to enable use of a telephone.

Section 17 of the *Health and Social Security Adjudications Act 1983* provides for local authorities to charge for welfare services to be made for such services provided under a range of enactments.

Housing Act 1985 Section 11A (as introduced by Section 126 of the *Leasehold Reform, Housing and Urban Development Act 1993*) provides for housing authorities to provide welfare services other than repair, maintenance, supervision or management of property and also provides for charges to be made for such services.

Section 47 of the *NHS and Community Care Act 1990* provides for social services authorities to involve staff of health and housing agencies in order to prepare comprehensive assessments of need. It can be implied from this duty that there is a power to share information with health bodies or housing authorities.

Local authorities also have wider powers under section 2 of the *Local Government Act 2000* to promote or improve the social wellbeing of their area. This provides an implied power to share information with other statutory services and the independent sector.

Section 22 of the *National Health Service Act 1977* provides for a general duty on NHS bodies and local authorities to cooperate with one another in order to secure and advance the health and welfare of the people of England and Wales. This general duty implies a power to share information between NHS bodies and local authorities.

Paragraph 16 of Schedule 2 to the *National Health Service and Community Care Act 1990* provides that NHS Trusts have general powers to do anything which is necessary or expedient for the purposes of or in connection with the provision of goods and services for the health service and similarly will give rise to an implied power to share information.

Whilst these provisions provide the power to share information, the actual disclosure of information in accordance with these powers must be conducted within the legal framework of the *Data Protection Act 1998* and the *Human Rights Act 2000* and in compliance with the common law duty of confidence.

Part D – Methods and Controls

Summary

Part D sets out the details of the information to be shared to support UAP and the controls which must be applied to the information in order to ensure that it is kept secure from accidental disclosure.

Methods and Controls for the Exchange of Personal Information to Support UAP

The following table provides a list of the personal information to be shared between the partner organisations, with whom in each organisation it will be shared, when it will be shared, why it will be shared i.e. its purpose and the methods of how it will be shared.

This table is to be reviewed and updated whenever there are changes e.g. additions to or subtraction of information shared or a change in the staff / organisations with whom the data is shared.

Appendix C. Significant changes requiring notification

Significant changes:

List of the type of changes the Customer would wish the Provider to report on daily.

The manner acceptable for reporting daily, fax, phone, email or combination.

The manner acceptable for reporting on bank holidays or weekends.

Typical examples are: Permanent cessation of service by service users

Complaints from service users and relatives

Notification of change to telephone numbers or address by service user.

Faults as reported BT service users

New users

Users who Terminate their service of alarm provision

Fee paying details

Personal Information on the user- others living with the user.

Contacts as responders to assist the alarm user in event of emergencies.

Access/ Egress details- including Key safe.

Telephony or other forms of telecommunication details for all the parties in the Personal information records of Each alarm user.

Changes of address

Holiday periods

Hospitalisation.

Types of equipment used to monitor wellbeing.

Health issues that may prevent evacuation in an emergency.

Maintenance provision (in hours out of hours) for alarm systems.

Telecare response pathways if they are specifically designed to meet the particular need of an individual.

The above list is not exhaustive

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Appendix D. Current DR arrangements. The Provider independently maintains a Disaster Recovery service with Tunstall Response on a yearly contract. This provides an immediate facility to smart divert in any circumstance the provider's calls handling PNC7 capabilities if the operating facility becomes unavailable for use. The database details and changes are shared between Provider and Tunstall Response on a weekly basis maintaining an up-to date data supply.

The Customer independently maintains a Disaster Recovery service with Tunstall Response (Details of the terms and agreements?) Currently if the Provider's premises became unavailable for any reason, a smart divert carried out by the Providers staff will occur of the Customers service. It will be at the discretion of the Customer manager as to any further action regarding the data and calls handling of any Customers calls.

Appendix E

Contract Monitoring Meetings Schedule:

1ST April 2017 to 31st March 2020

Carmarthenshire County Council

And

Neath Port Talbot County Borough Council

<u>w/c 6th Jul'</u> <u>CCS Offices</u>	<u>w/c 14th Sept'</u> <u>Annual Review</u> <u>CCC Offices</u>	<u>w/c 5th Oct'</u> <u>CCS Offices</u>	<u>w/c 11TH Jan'</u> <u>CCC Offices</u>	<u>w/c 14TH Mar</u> <u>CCS Offices</u>
<u>Minutes /PNC Reports and Agenda</u>	<u>Minutes SA and Agenda</u>	<u>Minutes /PNC Reports and Agenda</u>	<u>Minutes /PNC Reports and Agenda</u>	<u>Minutes /PNC Reports and Agenda</u>

Data Processing Agreement

This data sharing agreement will be reviewed in line with any changes in legislation during the lifetime of the agreement

Between:

(1) Neath Port Talbot County Borough Council of Civic Centre Port Talbot SA13 1PJ ('Controller') and

(2) Carmarthenshire County Council of County Hall, Carmarthen, SA31 1JP ('Processor')

In consideration of the respective undertakings, warranties and representations given by each of the parties as set out in this Agreement, it is hereby agreed as follows:

1 Definitions and interpretation

1.1 The following words and phrases shall have the following meanings:

1.1.1 **'Agreement'** means this agreement, its schedules and any other documents attached to, or referred to as forming part of this agreement;

1.1.2 **'Data'** means personal data (having the meaning ascribed under the Data Protection Act 1998) that are under the control of the Controller and in respect of which the Processor is required to provide the Services as amended from time to time by the Controller;

- 1.1.3 **'Privacy Notice'** means a notice which complies with the requirements of Schedule 1, Part II of the Data Protection Act 1998.
- 1.1.4 **'Principal Agreement'** means any agreement entered into by the parties for the provision of Services which is supplemented by the terms of this Agreement;
- 1.1.5 **'Privacy Laws'** means all applicable privacy laws the United Kingdom for the time being, including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 together with all subordinate legislation, directions of any competent privacy regulator, common law decisions, relevant regulatory guidance and codes of practice;
- 1.1.6 **'processing'** has the meaning ascribed by the Data Protection Act 1998;
- 1.1.7 **'Services'** means the services to be provided by the Processor relating to the provision of a 24 hours x 365 day per year monitoring of social alarms service for the Controller.
- 1.1.8 **'Third Party'** means any person (other than an employee of the Controller or Processor) or organisation, whether incorporated or unincorporated, which is not named in this Agreement as the 'Controller' or 'Processor'.
- 1.2 In this Agreement:
- 1.2.1 references to clauses and schedules are references to the clauses and schedules of this Agreement;
- 1.2.2 headings shall not affect its interpretation;
- 1.2.3 words importing a gender shall include all genders and references to a 'person' shall include a reference to a body corporate, association or partnership;
- 1.2.4 the word 'including' shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word 'include' and its derivatives shall be construed accordingly.

1.3 In the case of conflict or ambiguity between any Principal Agreement and this Agreement, this Agreement shall prevail.

2 Commencement

2.1 This Agreement shall commence on the ('Commencement Date') and shall continue in force until the Services are complete or the effective date of termination as set out in clause 10.

2.2 The Processor shall commence performance of the Services on the ('Service Start Date').

3 The Services

3.1 The terms of this Agreement supplement the terms of any Principal Agreement.

3.2 The Processor shall perform the Services using the level of skill and care that ought reasonably to be expected of an experienced provider of services of the nature of the Services and in accordance with:

3.2.1 the law of England and Wales;

3.2.2 good industry practice;

3.3 The Controller shall be entitled, by giving written notice to the Processor, to suspend the Services at any time and, immediately on receipt of such notice, the Processor shall, and shall procure that its employees shall, comply with the requirements of such suspension.

4 Data ownership

4.1 The Processor acknowledges and accepts that it is processing the Data as a service provider and data processor and that, as between the parties, the Data and all intellectual property rights in the Data shall belong to the Controller absolutely.

4.2 The Controller hereby grants the Processor permission during the term of this Agreement to use, edit, copy and store the Data solely for the purposes of performing and fulfilling its rights and obligations under this Agreement, but for no other purpose.

5 **Controller obligations**

No later than the Service Start Date, the Controller shall provide the Processor with the Data together with such information as the Processor may reasonably require to enable it to provide the Services.

6 **Processor obligations**

6.1 The Processor and any employees that may process the Data shall:

6.1.1 process the Data solely for the purpose of providing the Services in accordance with any Principal Agreement and to fulfil the Processor's obligations and exercise its rights under any Principal Agreement and/or this Agreement and for no other purpose. This restriction applies during the term of this Agreement and/or the term of the Principal Agreement whichever is the later and thereafter;

6.1.2 comply with all applicable laws including the Privacy Laws;

6.1.3 comply with the following data requirements in respect of the Data:

- (a) process the Data strictly in accordance with this Agreement and the Controller's written instructions as given by the Controller from time to time;
- (b) take appropriate technical and organisational measures that will safeguard the Data against unauthorised or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage, including encrypting removable media or portable devices;
- (c) treat and safeguard the Data as strictly private and confidential;
- (d) not disclose the Data to any third party in any circumstances other than with the express written consent of the Controller, or in compliance with a legal obligation imposed upon the Processor;

- (e) allow access to the Data strictly on a 'need to know' basis employing appropriate access controls at all times;
- (f) only copy, reproduce and/or distribute the Data to the extent necessary for performance of the Services;
- (g) maintain adequate back-ups for the data to enable the Data to be recovered in the event of damage or loss;
- (h) take reasonable steps to ensure the reliability of those of its employees who may have access to the Data and ensure that such persons have sufficient skills and training in the handling of personal data and comply with the Privacy Laws;
- (i) not cause or permit the Data to be transferred outside the European Economic Area without the prior written consent of the Controller;
- (j) provide such assistance as is necessary to enable the Controller to comply with requests by data subjects for access to their personal data within the period required by the Privacy Laws and on request from the Controller, provide an up-to-date copy of the Data in the format, or media and within any reasonable time periods required by the Controller;
- (k) cooperate with the Controller to enable it to monitor compliance with the obligations set out in this Agreement and, upon reasonable notice, permit the Controller and/or its nominated agent to have access to any premises where the Data are being processed in order to ascertain compliance with this Agreement;
- (l) the Processor agrees to process the Data strictly in accordance with the Controller's relevant policies, processes and procedures, as set out in Schedule 2;
- (m) the Processor will notify the Controller promptly and without undue delay of any security breaches that occur, such as unauthorised disclosure, loss or theft of the Data; and

(n) upon completion of the Services for which the Data has been in the possession of the Processor, or the termination of this Agreement, to return the Data securely and in its entirety to the Controller.

6.2 The Processor agrees that it shall procure that any employees that may collect any data in respect of the Services shall ensure that such Data is captured correctly in accordance with the requirements of the Data Protection Act 1998 and shall amend inaccurate data promptly upon being notified that the data are inaccurate.

6.3 The Processor agrees that it shall procure that any employees that collect Data when providing the Services and/or create materials or interactive systems for the collection of Data shall:

6.3.1 incorporate a Privacy Notice:

(a) on all documents (whether paper based, online or otherwise), which data subjects may use to provide Data; and

(b) in all telephone scripts and recorded messages used by employees when collecting Data from data subjects;

6.3.2 ensure that any promotional materials include details of how the person to whom such promotional materials have been sent may indicate that he does not wish to receive any further promotional materials.

6.4 To the extent permitted to do so by applicable law, the Processor shall notify the Controller of all communications it receives from third parties relating to the Data which suggest non-compliance by the Controller, Processor or any other person with the Privacy Laws, including communications from data subjects and regulatory bodies, and shall not do anything or enter into any communication with such third party unless expressly authorised to do so by the Controller.

7 Warranties

7.1 Each party warrants that it has full and due authority to enter into this Agreement and that doing so will not cause it to be in breach of any other contract or order of any competent court or regulatory authority.

7.2 The Processor warrants and undertakes, and shall procure that it and its employees have not done and shall not do or, where they have a duty to act, have not omitted to do and shall not omit to do anything that would cause the Controller or themselves to be in breach of the Privacy Laws.

8 Use of third parties

8.1 The Processor shall not permit any third party to process the Data unless such processing is expressly authorised by this Agreement or the Controller has consented in writing to such third party processing the Data.

8.2 The Processor acknowledges and accepts that any consent given:

8.2.1 may be contingent upon compliance with additional terms;

8.2.2 is contingent upon the third party:

(a) having provided sufficient guarantees to the Processor in respect of the Data requirements set out in clause 6.1.3; and

(b) complying with this Agreement as if it were the Processor and having agreed to do so pursuant to a contract which is made in writing which is, in respect of the processing and the Data, enforceable directly by the Controller and which shall terminate automatically upon termination of this Agreement;

8.2.3 may be withdrawn in the event that the Controller reasonably believes that the Data or the rights of data subjects may be compromised by the third party.

9 Indemnities

9.1 Each party shall indemnify the other against any costs, claims, expenses (including reasonable legal costs), damages, liabilities and proceedings brought against the other arising out of a breach of this agreement by the indemnifying party.

9.2 The Processor will indemnify the Controller against any costs, claims, expenses (including reasonable legal costs), damages, liabilities, actions and proceedings brought against the Controller arising out of a breach of this Agreement by a third party engaged by the Processor in accordance with clause 8.1.

9.3 The Controller will indemnify the Processor against any costs, claims, expenses (including reasonable legal costs), damages, liabilities, actions and proceedings brought against the Processor arising out of a breach of this Agreement by a third party engaged by the Controller.

10 Termination

10.1 The Controller shall be entitled to terminate this Agreement for convenience by giving to the Processor not less than 12 calendar month's written notice.

10.2 This Agreement shall terminate automatically on termination of any Principal Agreement, subject to the provisions of clause 6.1.3(n). Either party shall be entitled to terminate this Agreement immediately in the event that:

10.2.1 the other is in material breach of any provision of this Agreement which is:

(a) not capable of remedy; or

(b) is capable of remedy but which is not remedied within 1 calendar month of notice being served requiring the breach to be remedied;

10.2.2 a petition is granted by a competent court or an order is made or resolution passed for the other to be wound-up;

10.2.3 the other is dissolved (other than for the purpose of reconstruction or amalgamation whilst solvent);

- 10.2.4 a petition is granted, notice of intended or actual appointment is presented or an order is made by a competent court for the appointment of an administrator;
 - 10.2.5 the other enters into an arrangement or compromise with its creditors (or any class of them) or takes steps to obtain a moratorium or protection from its creditors (or any class of them); or
 - 10.2.6 a distress, execution of or other legal process is levied over the whole or part of the other's undertaking or assets.
- 10.3 On termination or expiry of this Agreement, the Processor shall, procure that any third parties it engages shall, promptly and securely deliver, or procure the prompt and secure delivery, to the Controller of all Data, materials, documentation (including all copies in every form and media) in its power, possession or control.

11 Confidentiality

- 11.1 Each party shall treat as confidential the content of this Agreement and all information relating to the business and/or affairs of the other party which it may receive or derive as a result of this Agreement and shall not disclose to any person, or allow any other person to use, such information other than as permitted by this Agreement.
- 11.2 Each Party shall be entitled to disclose the information referred to in clause 11.1 to its professional advisers strictly on a 'need to know' basis and provided such professional advisers are under a binding duty of confidence.
- 11.3 The provisions of clause 11.1 shall not apply to any information which:
- 11.3.1 is in the public domain other than by default of the receiving party;
 - 11.3.2 is received by the receiving party from a bona fide third party with no apparent restriction on its unfettered right to disclose such information;
 - 11.3.3 is or has already been independently generated or obtained by the receiving party; or
 - 11.3.4 is required to be disclosed by applicable law.

PROVIDED ALWAYS that the relief in clauses 11.3.1 to 11.3.3 do not apply in respect of the Data.

12 **Miscellaneous**

- 12.1 **Assignment.** Neither the Processor nor any subcontractor of the Processor shall be entitled to assign its rights or benefits and/or transfer its obligations or burdens under this Agreement or any other agreement under which the Data are or are to be processed in each case, whether in whole or in part.
- 12.2 **Entire agreement.** This Agreement and the documents referred to in it including the Principal Agreement constitute the entire understanding and agreement of the parties in relation to the processing of the Data and supersede all prior agreements, discussions, negotiations, arrangements and understandings of the parties and/or their representatives in relation to such processing. However, nothing in this Agreement shall exclude or limit either party's liability for fraudulent misrepresentation in relation to this Agreement whether occurring before or after the Commencement Date.
- 12.3 **Further Assurance.** Each party will do and execute and/or arrange for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Agreement.
- 12.4 **Survival.** Termination or expiry of this Agreement for any reason will not affect any rights or liabilities that have accrued prior to such termination or expiry, or the coming into force, or continuance in force, of any term that is expressly or by implication intended to come into, or continue in force, on or after termination or expiry.
- 12.5 **Waiver.** Delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement will not operate as a waiver of that right or remedy.
- 12.6 **Severance.** The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties will work together in good faith to agree a provision that reflects the original intention of the parties as a substitute for the affected term.
- 12.7 **Counterparts.** This Agreement may be entered into in any number of counterparts and by the parties on separate documents all of which taken together will constitute one and the same instrument.

12.8 **Third party rights.** The Controller is entering into this Agreement for the benefit of itself and for the data subjects whose personal data are to be processed by the Processor each of which shall be entitled to enforce this Agreement²⁷. In all other cases, a person who is not a party to this Agreement shall not be entitled to benefit or have any rights to enforce any of its provisions and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

12.9 **Law and jurisdiction.** This Agreement is governed by and shall be construed in accordance with the laws of England and Wales. Each party hereby submits to the non-exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of the Controller:

Authorised signatory:

Name:

Position:

Date:

Signed for and behalf of the Processor

Authorised signatory:

Name:

Position:

Date:

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Social Care, Health and Wellbeing Cabinet Board

30th November 2017

Report of the Head of Social Work Services - Andrew Jarrett

Matter for Decision

Wards Affected:

All wards

Permission to Enter into An Inter-Authority Agreement for the delivery of a Regional Multi-Agency Placement Support Service

Purpose of the Report

1. To provide an update on the establishment of a regional Multi-Agency Placement Support Service (MAPSS) pilot, and to seek delegated authority for the Head of Social Work Services for Neath Port Talbot County Borough Council (the Council) to enter into an Inter-Authority Agreement (IAA) with the City and County of Swansea (CCoS) and Bridgend County Borough Council (BCBC) in relation to the regional MAPSS pilot.

Executive Summary

2. Following a successful joint bid by the Council, CCoS and BCBC to the Intermediate Care Fund (ICF), £313,784 has been made available to implement a regional MAPSS pilot until March 31st 2018.
3. The Council is the lead authority in the establishment and delivery of the regional MAPSS pilot. This is a joint service with CCoS and BCBC and has involved working closely with partners in Abertawe Bro Morgannwg University Health Board (ABMU HB) and the Child and Adolescent Mental Health Services (CAMHS) and the three local authority education departments.
4. MAPSS aims to provide additional placement support to children and young people who have complex needs and are Looked After by the Council, CCoS or BCBC. This will be achieved providing support around the Service User through the delivery of a co-ordinated multi-agency response
5. There is a need for the Council to enter into an IAA with CCoS and BCBC. This agreement sets out the terms and conditions of the arrangement and governance of the partnership arrangement.

Background

6. MAPSS is a regional pilot funded through Welsh Government ICF until 31st March 2018. The service is delivered by a virtual multi-disciplinary team operating across Swansea, Neath Port Talbot and Bridgend. MAPSS will provide additional placement support around the child or young person and their carer through the delivery of a co-ordinated multi-agency response.
7. The service aims to help Looked After Children across the Western Bay region with, or at risk of, mental illness and/or emotional and/or behavioural difficulties by providing specialist placement support. The Service will support children and young people by ensuring practice across the Western Bay region is preventative, pro-active, planned and promotes permanence. The high level objectives for MAPSS are:
 - Establishment of an effective and robust pathway to improve the mental health and emotional wellbeing of looked after children with particularly complex needs;

- Improved placement stability for looked after children;
 - Reduction in the number of children placed with independent foster placements and children's homes;
 - Reduction in the number of looked after children subject to school exclusion;
 - Reduction in the number of children placed out of area;
 - Increased confidence, skills and knowledge of foster carers and professionals;
 - Shaded responsibility of caring for our most vulnerable children amongst a wider group of individuals;
 - Improved links to CAMHS for children with more acute mental illness;
 - Increased understanding of evidence on the number and types of mental health and emotional difficulties to inform future staff training programmes and service developments
8. The Council is the lead authority in the establishment and delivery of MAPSS. A Steering Group has been established to oversee the implementation and delivery of MAPSS, this Steering Group reports to the Heads of Children's Services Group.
9. MAPSS has been developed as a virtual team, this team will include a number of seconded posts as well as externally contracted services. A budget has been made available to each partner authority to purchase sessional psychology and therapy services. Once all arrangements have been put in place, the MAPSS virtual team will include:
- One Lead Clinical Psychologist;
 - One Consultant Social Worker;
 - One Education(Welfare) Officer;
 - One Business Support Officer;
 - One Project Manager;
 - Spot purchased sessional contracts for additional psychology;

- Spot purchased sessional contracts for therapies.
10. The Lead Clinical Psychologist was assigned to the team in October, it is anticipated that all post holders will be appointed by the end of November 2017. Referrals into the service commenced in October 2017 and will be supported by existing social work resources until the MAPSS Consultant Social Worker is in post. Purchasing sessional contracts for any identified therapies or additional psychology will be undertaken by the referring authority.
 11. The partner authorities have agreed to an initial activity split of 50% CCoS, 25% BCBC and 25% the Council. In the spirit of partnership, all authorities have agreed to review these figures if required to ensure the best possible outcomes for children and young people across the region.
 12. There is a need for the Council to enter into an IAA with CCoS and BCBC. This agreement sets out the terms and conditions of the arrangement and governance of the partnership arrangement. A draft agreement is annexed to this Report and is presently being considered by the three partner authorities.

Financial Impact

13. In this financial year £313,784 from ICF has been made available for the delivery of the service. As the service is fully funded through ICF there should be no financial impact on the Councils base budget in 2017/18.
14. Robust financial monitoring will be undertaken to ensure that the project stays within budget and monthly financial reports will be submitted to the MAPSS Steering Group. Any projected overspend or underspend will be reported to the Heads of Children Services Group.
15. The indicative maximum sum which each partner authority will have available to purchase sessional contracts for psychology and therapy services is (please note these figures are indicative only as of the date of this report and maybe subject to change):

Beneficiary	Q3	Q4	Total
Swansea (50%)	54,628	34,537	89,165

NPT (25%)	27,314	17,268	44,582
Bridgend (25%)	27,314	17,268	44,582
Total	109,256	69,073	178,329

16. Although the service will be fully funded by ICF in 2017/18, there is a potential risk that therapeutic interventions for some children may need to continue in a planned way post March 2018. It has been agreed by the Heads of Children’s Services Group that the arrangements and costs of meeting any continuing therapeutic interventions for children referred into MAPSS, will be the responsibility of the referring authority if ICF funding for the MAPSS project is not available in 2018/19.
17. As therapeutic sessions are undertaken in a planned way in line with the identified needs of the children or young person, the potential financial impact to the Council arising from point 16 is low. In addition, robust continuity planning will be undertaken if the project is unsuccessful in attracting additional ICF funding for 2018/19.

Equality Impact Assessment

18. As this report relates to entering into a partnership working agreement, there are no equality impacts associated with this report.
19. An Equality Impact Assessment Screening will be undertaken as part of the development of a new ICF bid for the 2018/19 financial year. The result of this screening and any subsequent Full Equality Impact Assessment (if required) will inform the content of the bid and delivery of any potential service in 2018/19.

Workforce Impacts

20. As noted in point 9, the MAPSS virtual team will include a number of secondments. These secondments will be fixed term until March 31st

2018, with a possibility to extend for up to one year pending agreement of funding.

21. On 16th August 2017, CSMG endorsed a decision for the Head of Adult, Children and Young People Services to approve recruitment into the MAPSS posts. This was on the basis that the pilot would not exceed six months (November 2017- March 2018), thereby negating the requirement of formal approval from the Personnel Committee at this stage. An update report will be provided to Scrutiny for information once MAPSS is fully operational.
22. If an application to ICF to continue the delivery of MAPSS in 2018/19 is successful, a report will be provided to The Council's Scrutiny and Personal Committee to request permission to put in place suitable contractual arrangements for any ongoing employment of the required posts.

Legal Impacts

23. Advice from the Councils legal department is for all partner authorities to enter into an IAA.
24. The IAA sets out the terms of the partnership, including governance arrangements, expectations, responsibilities, liabilities and indemnity.
25. The term of the IAA will be from 1st April 2017 until 31st March 2018 or until the date upon which ICF funding ceases to be available from the Welsh Government, whatever is the latest. This period is reflective of the ICF funding cycle.

Risk Management

26. Without an IAA in place, there is a potential risk to the Council in the event of a dispute between partner authorities as there would be no formal legal agreement setting out the terms of the partnership.
27. There may be a risk to MAPSS if the proposal for BCBC to move to the Cwm Taff Health Board area is approved as the preferred option. A Risk Assessment Plan with mitigation proposals for MAPSS has been undertaken; this assessed the overall risk to the project as low. In the event of any potential change to the ABMU HB footprint, the Council will work with all partners to mitigate any potential negative impact on MAPSS.

Consultation

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

Recommendations

29. It is recommended that:
 - a. The contents of this update are noted, and;
 - b. The Head of Adults, Children and Young People Services be granted delegated authority to agree the final terms of the Inter-Authority Agreement with the City and County of Swansea and Bridgend County Borough Council and to accordingly enter into the Inter-Authority

Agreement with the City and County of Swansea and
Bridgend County Borough Council.

Reasons for Proposed Decision

30. Entering into an IAA will provide the Council with a legally binding agreement setting out the approved terms of working in partnership with CCoS and BCBC. This will offer protection to the Council in the event of a dispute between partner authorities.

Implementation of Decision

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

Appendices

32. Appendix 1 - Draft Agreement between Neath Port Talbot County Borough Council, the City and County of Swansea and Bridgend County Borough Council in relation to the Multi-Agency Placement Support Service - Subject to amendment.

List of Background Papers

33. None
34. Officer Contact

Name: Delyth Berni, Principle Officer

Phone: 01639 763319

Email: d.berni@npt.gov.uk

DATED

2017

(1) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

(2) THE CITY AND COUNTY OF SWANSEA

(3) BRIDGEND COUNTY BOROUGH COUNCIL

AGREEMENT IN RELATION TO THE MULTI AGENCY PLACEMENT SUPPORT
SERVICE

THIS AGREEMENT is made the _____ day of _____ 2017

BETWEEN

(1) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL of Civic Centre, Port Talbot, SA13 1PJ

(2) THE CITY AND THE COUNTY OF SWANSEA of Civic Centre, Oystermouth Road, Swansea, SA1 3SN

(3) BRIDGEND COUNTY BOROUGH COUNCIL of Civic Offices Angel Street Bridgend CF31 4WB

(collectively referred to as “the Beneficiaries”)

WHEREAS

(A) MAPSS is a multi-disciplinary team that aims to help children with, or at risk of, mental illness and emotional and behavioural difficulties by providing specialist placement support

(B) The parties to this Agreement have been successful in obtaining funding from the Welsh Government Integrated Care Fund for the purpose of the Services by way of funding dated April 2017 (“the Grant”)

(C) Under this Agreement Neath Port Talbot County Borough Council will act as the Lead Beneficiary for the purpose of the Services and shall accept the Grant on behalf of the parties to this Agreement.

IT IS HEREBY AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

Agreement	means this Agreement the date above written.
Beneficiaries or Beneficiary	means all the local authorities listed as parties to this Agreement being Neath Port Talbot County Borough Council, The City and the County of Swansea and Bridgend County Borough Council
CAMHS	means Child and Adolescent Mental Health Services
Claim Deadline	means the date to submit the Claim to the Lead Beneficiary.
Claim Form	means a summary of costs at the level of the sub-category of expenditure which is supported by a list of individual payments and receipts (transaction list), together with a progress report.

Claim Period	means the timescale covered by expenditure, which shall usually be (but not limited to) a three month period.
Claims	means the Service(s) expenditure submission made to the Lead Beneficiary by Joint Beneficiary.
Data	shall have the same meaning as set out in the Data Protection Act 1998
Data Controller	shall have the same meaning as set out in the Data Protection Act 1998
Data Processor	shall have the same meaning as set out in the Data Protection Act 1998.
Data Protection Legislation	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 processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
Data Subject	shall have the same meaning as set out in the Data Protection Act 1998
Default Notice	means a notice served by the Lead Beneficiary on behalf of the MAPSS Steering Group in accordance with Clause 11.
Financial Conditions	means the conditions relating to the payment of the Grant as included in Schedule 3
Funding Guidance	means the funding guidance annexed at Schedule 1 of this Agreement
Grant	means the funding payable by the Welsh Ministers in respect of the Service in accordance with the Funding Guidance
Intellectual Property	means copyright and neighbouring and related rights, patents, rights in invention, trade names, design rights, semiconductor chip topography rights, mask works, utility models, rights in computer software, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered.
Joint Beneficiary	means the City and the County of Swansea and Bridgend County Borough Council
Lead Beneficiary	means Neath Port Talbot County Borough Council.
Looked After Child	means the legal status of a child or young person looked after by a local authority under Part 6 of the Social Services and Wellbeing (Wales) Act 2014
MAPSS	means the Multi Agency Partnership Support Service

	established by this Agreement
MAPSS Regional Managers Group	means the group constituted by officers of each of the Beneficiaries to provide day to day management for the Service in accordance with the Terms of Reference agreed by the Beneficiaries.
MAPSS Steering Group	means the group constituted by officers of each of the Beneficiaries to provide strategic management for the Service in accordance with the Terms of Reference agreed by the Beneficiaries.
Non-Compliance	means failing to comply with any part of this Agreement.
Operative Date	means April 1 st 2017
Partner Representative	means those officers so nominated by the Beneficiaries to sit on the MAPSS Steering Group. or the MAPSS Regional Managers Group
Payment	means the amount of Grant to be paid to joint beneficiaries.
Personal Data	means the definition of Personal Data in the Data Protection Act 1998.
Process	has the meaning given to it under the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing
Service Users	means a child or young person referred into MAPSS by either City and County of Swansea, Bridgend County Borough Council and/or Neath Port Talbot County Borough Council
Service(s)	means the MAPSS programme which is the subject of the Grant the details of which are set out in Schedule 2
Staff	means all Beneficiary personnel involved in the Service.
Third Party	means an individual or organisation other than a Beneficiary
Term	means the period more particularly described in Clause 14.
Termination Date	means the expiry of the Term or where this Agreement terminated in accordance with the provisions of clause 13.
Terms of Reference	means the terms of reference of the MAPSS Steering Group as more particularly described in Schedule 4 or the terms of reference of the MAPSS Regional Managers Group as more particularly described in Schedule 5 (as relevant)
VAT	means Value Added Tax.
Welsh Government	means the Welsh Government of Cathays Park, Cardiff, CF10 3NQ.
Welsh Ministers	means the Welsh Ministers appointed under Section 48 and the First Minister appointed under Section 46 of the Government of Wales Act 2006.
Working Day	means any day other than a Saturday, Sunday or public or bank holiday in Wales.

1.3 Clause headings in this Agreement are for convenience only and shall have no contractual effect.

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

2 WORKING ARRANGEMENTS

- 2.1 This Agreement is entered into by the Beneficiaries on a basis of co-operation and good faith.
- 2.2 Signature of this Agreement by the Beneficiaries includes agreement to:
 - 2.2.1 Ensure the setup and management of this Agreement by the MAPSS Regional Managers Group;
 - 2.2.2 Ensure that the MAPSS Steering Group meets at regular intervals, to share information and best practice, share progress, resolve joint issues and escalate joint serious risks, which affect the whole project to the MAPSS Steering Group;
 - 2.2.3 Work jointly, including across Beneficiaries boundaries, where possible or appropriate, to ensure the best outcomes for the Service Users and to ensure the mutual success of the Services;
 - 2.2.4 Share such operational information between Beneficiaries as is necessary for the smooth and cooperative running of the Services, including, but not limited to:
 - 2.2.4.1 cross-operational risks or issues;
 - 2.2.4.2 problem or dispute resolution;
 - 2.2.4.3 identified best practice;
 - 2.2.4.4 financial or Grant information; and
 - 2.2.4.5 any other information deemed to be relevant by the MAPSS Regional Managers Group or MAPSS Regional Managers Group;
 - 2.2.5 Discuss with each other, as soon as possible, any problems or disputes which arise, attempting to resolve any difficulties through negotiation at an early stage and ensuring appropriate officers are available upon reasonable notice to discuss any issues under dispute.

3 AGREEMENT

- 3.1 The Beneficiaries agree that the Lead Beneficiary will accept the offer of the Grant as set out in the Funding Guidance on behalf of the Beneficiaries
- 3.2 The Beneficiaries agree with each other that they will adhere to the terms of this Agreement and will observe, perform and comply in all respects with this Agreement
- 3.3 The Beneficiaries further agree that any Beneficiaries in default (as defined in clause

- 11) will accept sole responsibility for any compliance failure and / or breach of Conditions and will fully indemnify the other Beneficiaries against any liability, loss or expense which might arise as a result of such default.
- 3.4 The Beneficiaries shall not sub contract or assign any of the Services or its responsibilities without the express consent of the MAPSS Steering Group.
- 3.5 The Beneficiaries agree that, upon receipt of reasonable notice, it will permit rights of access to the Lead Beneficiary (and the other bodies specified in the Funding Guidance) for audit, compliance and any other purposes set out therein agree to provide in a timely manner information requested by the Lead Beneficiary to enable all relevant deadlines to be met. Notwithstanding the termination of this Agreement, the Beneficiaries shall remain liable for any aspect of this Agreement they have not complied with up to the date of termination.
- 3.6 The Beneficiaries will notify the Lead Beneficiary in writing without delay of any event that could lead to a temporary or final discontinuation or any other deviation of the Services, and the Lead Beneficiary shall, without delay, inform the MAPSS Steering Group of such notification.
- 3.7 The Beneficiaries will notify the Lead Beneficiary in writing immediately of any circumstance that may adversely affect the continued financial viability of the Beneficiaries or which places service delivery for Service Users in jeopardy
- 3.8 Without prejudice to the generality of Clauses 3.1 to 3.7 if any Beneficiary receives notification of any financial clawback, financial imposition or deduction of Grant imposed by the Welsh Ministers as a result of any non-compliant procurement process then the non-compliant Beneficiary (which shall include the Lead Beneficiary for the avoidance of doubt) will be solely responsible for reporting the notification to the other Beneficiaries as soon as possible and making such payment to the Welsh Ministers, indemnifying the other parties in respect thereof.
- 3.9 In consideration for the payments of the Grant to the Lead Beneficiary by the Welsh Ministers for its role as Lead Beneficiary, the Lead Beneficiary undertakes and agrees that it shall co-ordinate and manage the Services on a day to day basis which shall include:
- 3.9.1 employing sufficient persons to manage the Services in an effective manner
 - 3.9.2 acting as co-ordinator for the MAPSS Steering Group and providing requisite support services;
 - 3.9.3 complying with the Conditions, the provisions of the Funding Guidance on behalf of the Beneficiaries and undertaking its responsibilities and commitments as set out in this Agreement;
 - 3.9.4 being responsible for the administration of the claims process including receiving and disseminating such funding properly and auditing and making financial returns;
 - 3.9.5 entering into and using its reasonable endeavours to procure, secure and monitor the performance of any contracts for services necessary for the delivery of the Services (including the training framework) on behalf of the Beneficiaries;
 - 3.9.6 providing appropriate and compliant forms and policies for use by the Beneficiaries;
 - 3.9.7 In the event that there are any changes to the Grant, notifying the Beneficiaries of the change as soon as is practicable and , where required, providing detailed instructions to Beneficiaries within twenty-eight (28) days of the change imposed.

3.10 In acceptance of payments of the Grant from the Lead Beneficiary, the Beneficiaries shall

3.10.1 employ sufficient persons to deliver the Services in an effective manner;

3.10.2 comply with the Conditions and the provisions of the Funding Guidance

3.10.3 be responsible for entering into their own contractual arrangements in line with any applicable laws and internal processes.

3.10.4 fulfil any requirements for the administration of the claims process;

3.10.5 enter into and use its reasonable endeavours to procure and secure and monitor the performance of any contracts for services necessary for the delivery of the Services

3.11 For the avoidance of doubt where Beneficiaries require Service Users to require ongoing services post 31st March 2018, the liability for meeting the arrangements and costs of such Services shall rest with the Beneficiary who requires that Service. The Lead Beneficiary shall have no liability to meet the costs of the same.

3.12 The payment of the Grant shall be as set out in the Funding Conditions

4. PROTECTION OF VULNERABLE ADULTS AND CHILDREN

4.1 The Beneficiary shall comply at all times with the All Wales Children Protection Procedures and South Wales Protection of Vulnerable Adults Procedures, where allegations of abuse are made towards a vulnerable adult, Service User by a member of the Beneficiaries (or appointed sub-contractors) Staff or where the Beneficiary suspects an individual may be suffering harm.

4.2 Copies of all Beneficiaries' policies, procedures and inter-agency protocols referred to in Clause 4.1, and any updates to them, will be retained by the Lead Beneficiary as part of the Services documentation.

5. CONFIDENTIALITY AND DATA PROTECTION

5.1 The Beneficiaries shall ensure that it complies in all respects with the provisions of the Data Protection Legislation and all parties shall duly observe their obligations under the Data Protection Legislation which arise under this Agreement.

5.2 The Beneficiaries shall allow authorised officers of the Lead Beneficiary (as determined by the Lead Beneficiary) to access such information as is required for the purpose of the role of the Lead Beneficiary under the Agreement held by the Beneficiaries or any subcontractor relating to each within the Services providing reasonable notice and a valid reason for the request is given and in accordance with the Data Protection Legislation.

5.3 With respect to the Beneficiaries rights and obligations under this Agreement, the Beneficiaries agree that each Beneficiary is the Data Controller in respect of the work undertaken in that area relating to the Services. And that if such Data is passed to another Beneficiary that Beneficiary will be regarded as the Data Processor.

- 5.4 Each Beneficiary shall comply with such requirements as are contained in Schedule 6 of this Agreement that apply to them in accordance with their role as Data Controller or Data Processor.
- 5.5 Each Beneficiary shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause any other Beneficiary to breach any of its applicable obligations under the Data Protection Legislation.
- 5.6 Each Beneficiary agrees that if a data subject access request is received then the Beneficiary which is deemed to be the Data Controller shall be responsible for all expenses relating to such request.
- 5.7 No Beneficiaries shall disclose any Personal Data which they have received from each other to any third party without the prior written consent of the other or subject to statutory provision including the Data Protection Legislation.

6. FREEDOM OF INFORMATION AND OPENNESS

- 6.1 As public bodies the Beneficiaries acknowledge the obligations of the others to comply with the Freedom of Information Act 2000 and the Statutory Code issued under Section 45 of the Freedom of Information Act 2000 in relation to any request for access to recorded information held by the Beneficiaries.
- 6.2 The Beneficiaries acknowledge, as well as its own obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 as may be amended from time to time (the "Information Laws"), that the Lead Beneficiary is subject to obligations under the Information Laws and shall in all respects and at no additional cost to the Lead Beneficiary co-operate with the Lead Beneficiary's requests for assistance in complying with the Lead Beneficiary's disclosure obligations which relate to the Services.
- 6.3 Where the Lead Beneficiary receives a request for disclosure which relates to the Services, the Beneficiaries agree that:
- 6.3.1 the decision on whether any exemption or exception applies to a request for disclosure of recorded information is a decision solely for the Lead Beneficiary; and
- 6.3.2 where the Lead Beneficiary is managing a request for information made the Beneficiaries shall co-operate with the Lead Beneficiary and shall respond within five (5) Working Days of any request by the Lead Beneficiary for assistance in determining how to respond to a request for disclosure.
- 6.4 The Lead Beneficiary will consult the Beneficiaries in writing in relation to any request for disclosure of information regarding the Beneficiaries in accordance with the Information Laws. The Lead Beneficiary shall give due consideration to the response of the Beneficiaries in responding to such a request for disclosure.
- 6.5 The Beneficiaries shall not respond directly to a request for information regarding the Services or this Agreement pursuant to the Information Laws unless it is expressly authorised to do so by the Lead Beneficiary or is legally obligated to do so (in which

case the Lead Beneficiary must be notified of the disclosure as soon as reasonably possible).

7. HEALTH AND SAFETY

- 7.1 The Beneficiaries shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Acts, regulations or orders relating to health and safety.
- 7.2 The Beneficiaries shall provide the Lead Beneficiary with such information as the Lead Beneficiary may reasonably require in order for the Lead Beneficiary to assess the Beneficiaries compliance with the health and safety obligations as referred to in Clause 7.1.

8. INSURANCE AND LIABILITY

- 8.1 Each of the Beneficiaries will have in place and will maintain in force valid, adequate and appropriate insurance in respect of all its property assets and undertakings against all such insurable risks (including professional negligence, public and employers' liability cover) in such amounts as may be reasonably required, from time to time.
- 8.2 The Beneficiaries will jointly share the costs and expenses of any liabilities and any and all claims, actions, proceedings, demands, liabilities, arising or accruing in respect of or in connection with the Lead Beneficiary's obligations under this Agreement save where those liabilities arise directly or indirectly as a result of any act or omission of the Lead Beneficiary . Where any such costs and expenses arise as a result of an act or omission of one or more identified Beneficiaries only, those Beneficiaries alone shall be responsible for such costs and expenses.
- 8.3 The Beneficiaries will indemnify the other Beneficiaries from and against any liabilities and any and all claims, actions, proceedings, demands, liabilities, costs and expenses arising or accruing as a result of a Beneficiaries act or omission pursuant to Clause 8.2.
- 8.4 The Beneficiaries shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which Beneficiaries are entitled to bring a claim pursuant to this Agreement.
- 8.5 Notwithstanding any other provision of this Agreement Beneficiaries cannot limit or exclude its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) loss of or damage to property; or
 - (c) death or personal injury caused by their negligence.
- 8.6 The Beneficiaries shall produce to the Lead Beneficiary such evidence as the Lead Beneficiary may require that the insurance referred to in Clause 8.1 has been taken

out, provides adequate and appropriate cover, and is in force at all times.

9. STAFFING AND DISCLOSURE BARRING SERVICE

- 9.1 The Beneficiaries will employ sufficient Staff to ensure that the elements of the Services for which they are responsible are provided for at all times. The Beneficiaries will ensure that Staff used to provide the Services are suitable, competent and appropriately qualified and experienced to undertake the duties required of them. The Beneficiaries will create, maintain and preserve adequate and comprehensive records as evidence of the monitoring and supervision of the competence of the Staff and volunteers it uses to provide the Services.
- 9.2 The Beneficiaries shall make their own determination as to whether Staff shall be subject to a criminal records disclosure at the appropriate level. All Staff (for which that Beneficiary is responsible for) who undertake duties involving direct care of vulnerable adults, children or young persons shall be the subject of a criminal records disclosure at the appropriate level. Where applicable, the Beneficiaries are responsible for submitting disclosure applications on behalf of Staff and volunteers directly recruited by itself or subcontractors. Any requests for disclosure must be made on the Disclosure & Barring Service application forms and be accompanied by the identification checklist, completed in accordance with the procedures specified and authorised by the responsible person nominated by the Beneficiaries.
- 9.3 The decision as to Staff and volunteer appointments shall remain with the Beneficiaries to which they are responsible for.
- 9.4 For the avoidance of doubt, it is expressly agreed that all Staff directly employed by the Beneficiaries are the employees of the relevant individual Beneficiary and all employment rights including redundancy payments are the responsibility of that Beneficiary.

10. PUBLICITY, INFORMATION AND ASSISTANCE

- 10.1 The Beneficiaries agree to acknowledge the financial contribution made to this Agreement by the Welsh Ministers. This will include recognition in such documentation as programmes, events flyers, letterheads and annual reports in a manner, which will be agreed in advance with the Lead Beneficiary.
- 10.2 The Beneficiaries shall not make any announcements or publicise the Services or the contents of this Agreement in any way without the prior written consent of the Lead Beneficiary, which shall not be unreasonably withheld or delayed.
- 10.3 If requested to do so, Beneficiaries shall give all reasonable assistance and co-operation and provide to the other Beneficiaries any relevant information which is not confidential in connection with any legal enquiry, arbitration or court proceedings, in which a Beneficiary is involved, or any relevant disciplinary hearing internal to the Beneficiary, or any inquiry by the Public Services Ombudsman arising out of this Agreement. Where any Beneficiary becomes aware of any incident, accident or other matter which may give rise to a complaint to the Public Services Ombudsman or a claim or legal proceedings in respect of the provision of failure in the business of

this Agreement it shall notify the Lead Beneficiary in writing as soon as reasonable practicable. Such notification in writing shall include all relevant information which is not confidential to enable the Lead Beneficiary to consider the matter fully. Such information provided or assistance rendered pursuant to this obligation in whatever form, shall be at no cost to the Beneficiaries unless otherwise ordered or determined in any decision or other outcome of any such inquiry, arbitrations, Court proceedings or enquiry by the Public Services Ombudsman.

11. DEFAULT

- 11.1 Without prejudice to any other right or remedy, if a Beneficiary discovers reasonable evidence which indicates Non-Compliance by another Beneficiary (the Defaulting Beneficiary), that Beneficiary shall request the MAPSS Steering Group serve a Default Notice upon the Defaulting Beneficiary. Any such Default Notice shall set out the nature of the alleged default and require the Defaulting Beneficiary to remedy the default within such reasonable time as may be specified in the Default Notice.
- 11.2 Any dispute as to Default Notices, and / or the service thereof, shall be referred to the MAPSS Steering Group to make a decision at the earliest opportunity in line with the agreed Terms of Reference for the MAPSS Steering Group.
- 11.3 If any Default Notice served under Clauses 11.1 or 11.2 is not complied with within the timescale set out in the Default Notice, then the MAPSS Steering Group may require that the Lead Beneficiary:
- 11.3.1 Terminate this Agreement immediately as it applies to the Defaulting Beneficiary; and / or
 - 11.3.2 Deduct from any amount then due, or to become due to the Defaulting Beneficiary such amount as is reasonable.
- 11.4 Any disputes over the deduction of any sums under this Clause shall be referred to the MAPSS Steering Group and be considered in line with clause 12 below.

12. DISPUTE RESOLUTION

- 12.1 If there is a dispute between the Beneficiaries concerning the interpretation of this Agreement or Services covered by this Agreement then any Beneficiary may notify the others in writing that it wishes the dispute to be referred to a meeting of the MAPSS Steering Group to resolve
- 12.2 If the MAPSS Steering Group is unable to resolve the matter within thirty (30) Working Days then the dispute shall be referred to the MAPSS Regional Managers Group to resolve.
- 12.3 If the MAPSS Regional Managers Group are not able to resolve the matter within thirty (30) Working Days of receiving the referral, then the provisions of Clauses 12.4 and 12.5 shall take effect.
- 12.4 In the event of the MAPSS Regional Managers Group not being able to resolve the matter it shall be dealt with in accordance with the following procedure:

- 12.4.1 the dispute or difference shall be referred to the arbitration of a sole arbitrator to be appointed in accordance with Section 16(3) of the Arbitration Act 1996 (“the Arbitration Act”);
 - 12.4.2 in the event of failure of the disputing Beneficiaries to make the appointment pursuant to Section 16(3) of the Arbitration Act the appointment shall be made by the President or if the President be unwilling, unable or unavailable the Vice President for the time being of the Law Society;
 - 12.4.3 the arbitration will be regarded as commenced for the purposes set out in Section 14(1) of the Arbitration Act when one of the disputing Beneficiaries sends to the other written notice in accordance with the Arbitration Act;
 - 12.4.4 the arbitration shall be conducted in accordance with the Rules of the Chartered Institute of Arbitrator(s)/The Rules of the London Court of International Arbitration for the Chartered Institute of Arbitrators or any amendment or modification thereof being in force at the date of commencement of the arbitration.
- 12.5 The decision of the Arbitrator shall be final and binding on all Beneficiaries.
- 12.6 This dispute resolution procedure cannot be used for any dispute relating to any revision of this Agreement.

13. TERMINATION

- 13.1 Subject to Clause 13.2, a Beneficiary may give three (3) calendar months’ notice in writing to the Lead Beneficiary and the MAPSS Regional Managers Group to terminate its involvement in this Agreement (the “Terminating Beneficiary”).
- 13.2 In the event of the Terminating Beneficiary serving notice in accordance with Clause 13.1:
- 13.2.1 Where the Terminating Beneficiary is not the Lead Beneficiary, the Terminating Beneficiary shall prior to the end of the three (3) calendar months’ period pay to the Lead Beneficiary:
 - 13.2.1.1 All arrears of payments and any other sums due under the terms of this Agreement, and
 - 13.2.1.2 All further sums which would, but for the termination of this Agreement, have fallen due at the end of the Term.
 - 13.2.2 Where the Terminating Beneficiary is the Lead Beneficiary, the Lead Beneficiary shall prior to the end of the notice period agree with the MAPSS Steering Group, MAPSS Regional Managers Group and the other Beneficiaries, which Beneficiary shall replace the Lead Beneficiary for the purposes of this Agreement and the Funding Guidance.
 - 13.2.3 The Beneficiaries shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and

the termination of this Agreement in part in relation to the involvement of one of the Beneficiaries shall not affect or prejudice such rights and remedies. Each Beneficiary shall and will remain liable to perform all outstanding liabilities and indemnities under this Agreement, notwithstanding that the other may have exercised one or more of the rights and remedies against it.

13.3 The Lead Beneficiary shall be entitled to terminate this Agreement in relation to the involvement of a Beneficiary by notice in writing to that Beneficiary in the event that:

13.3.1 the Beneficiary becomes bankrupt, or makes a composition or arrangement with its creditors, or has an order in respect of its company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;

13.3.2 the Beneficiary has a winding up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed;

13.3.3 the Beneficiary has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;

13.3.4 the Beneficiary has an administrative receiver, as defined in the Insolvency Act 1986, appointed; or

13.3.5 the Beneficiary has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, or any property comprised in, or subject to, the floating charge;

13.3.6 the Beneficiary has breached an obligation of this Agreement that either cannot be remedied or has not been remedied within the timescale specified by a Default Notice

13.4 The Beneficiaries agree that this Agreement shall be terminated on the next Working Day where the Grant ceases to be available from the Welsh Ministers.

13.5 Termination of this Agreement shall not prejudice any right of action or remedy which shall have accrued or which may thereafter accrue to any Beneficiaries.

13.6 All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

13.7 The following Clauses shall survive the expiry or termination of this Agreement howsoever arising: 5, 6 and 12 and the Beneficiaries hereby agree to comply with their requirements after such termination has occurred.

14. COMMENCEMENT, DURATION AND REVIEW

14.1 This Agreement shall commence on the Operative Date and run until the 31st March 2018 or until the date upon which the Grant ceases to be available from the Welsh Ministers whatever is the latest or where there are any outstanding obligations to be

performed under this Agreement.

- 14.2 On the date that the Grant ceases to be made available by the Welsh Government then this Agreement shall terminate on the next Working Day.

15. INTELLECTUAL PROPERTY

- 15.1 Any Intellectual Property created through the establishment and running of this Agreement shall vest in the Beneficiaries jointly. The Intellectual Property shall be held by the Lead Beneficiary on behalf of all the Beneficiaries. This shall include but is not limited to processes, procedures, methodology and manuals.
- 15.2 The Lead Beneficiary shall grant to Beneficiaries an irrevocable licence to use that Intellectual Property for the purposes of this Agreement.
- 15.3 Where a Beneficiary develops Intellectual Property in relation to the delivery of the Services in its area only, that Intellectual Property shall belong to that Beneficiary alone.
- 15.4 Nothing in this Clause shall operate to prevent or make difficult the sharing of good practice between the Beneficiaries.

16. WAIVER

- 16.1 The failure by a Beneficiary at any time to:
- 16.1.1 enforce any of the provisions of this Agreement; or
 - 16.1.2 to require the performance by any of the other Beneficiaries of any of the provisions of this Agreement,
- shall not be construed as a waiver of any such provision and shall not affect the validity of the Agreement or any part thereof, or of the right of the Beneficiary, to enforce any provision in accordance with its terms.

17. COMMUNICATION IN WRITING

- 17.1 Any communication required to be in writing under the terms of this Agreement shall be sent to the addresses indicated at the beginning of this Agreement and marked for the attention of the relevant Partner Representative as identified from the Terms of Reference for the MAPSS Steering Group. Each Beneficiary shall use its reasonable endeavours to communicate in accordance with the Agreement.

18. THIRD PARTY RIGHTS

- 18.1 No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this Agreement without the prior written agreement of the Beneficiaries.
- 18.2 Nothing contained in Condition 18.1 shall affect any right or remedy of any third party which exists or is available other than under the Contracts (Rights of Third Parties) Act 1999.

19 NO PARTNERSHIP

19.1 The Beneficiaries are independent from each other and save as set out in this Agreement nothing contained in this Agreement shall be construed as implying that there is any relationship between the Beneficiaries of partnership or of principal / agent or of employer / employee.

20 SEVERANCE

20.1 If any provision of the Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

21 VARIATION

21.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22 GOVERNING LAW

22.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales as they apply in Wales and the Beneficiaries agree to submit to the exclusive jurisdiction of the courts of England and Wales.

23 FORCE MAJEURE

23.1 In this Agreement "force majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Beneficiaries so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, fire, flood or storm.

23.2 If any Beneficiary is prevented or delayed in the performance of any or all of its obligations under this Agreement by force majeure, that Beneficiary shall forthwith serve notice in writing on the other party or parties specifying the nature and extent of the circumstances giving rise to force majeure and shall, subject to service of such notice (and to Sub- Clause 28.4), have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.

23.3 The Beneficiary affected by force majeure shall use all reasonable endeavours to bring the force majeure event to a close or to find a solution by which the Agreement may be performed, despite the continuance of the force majeure event.

24 ENTIRE AGREEMENT

24.1 This agreement and the schedules to it shall constitute the entire agreement and understanding between the Beneficiaries with respect to all matters which are referred to and shall supersede any previous agreement(s) between the Beneficiaries in relation to the matters referred to in this agreement.

IN WITNESS WHEREOF this Agreement has been duly executed and delivered the day and year first above written

The Common Seal of)
NEATH PORT TALBOT COUNTY)
BOROUGH COUNCIL)
was hereunto affixed in the presence of: -)

Proper Officer

The Common Seal of)
THE CITY AND COUNTY OF)
SWANSEA)
was hereunto affixed in the presence of: -)

Authorised Signatory

The Common Seal of)
BRIDGEND COUNTY BOROUGH)
COUNCIL)
was hereunto affixed in the presence of: -)

Authorised Signatory

SCHEDULE 1

Grant ICF Guidance April 2017

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SCHEDULE 2

SERVICES

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Overview of MAPSS

MAPSS is a virtual multi-disciplinary team operating across Bridgend County Borough Council (BCBC), City and County of Swansea (CCoS) and Neath Port Talbot County Council (NPT CBC) through Welsh Governments Integrated Care Fund until 31st March 2018.

The aim of MAPSS is to provide specialist placement support to children and young people with or at risk of mental illness and emotional and behavioural difficulties. The service will support children and young people to ensure practice across the Western Bay Region is preventative, pro-active, planned and promotes permanence.

High Level Objectives

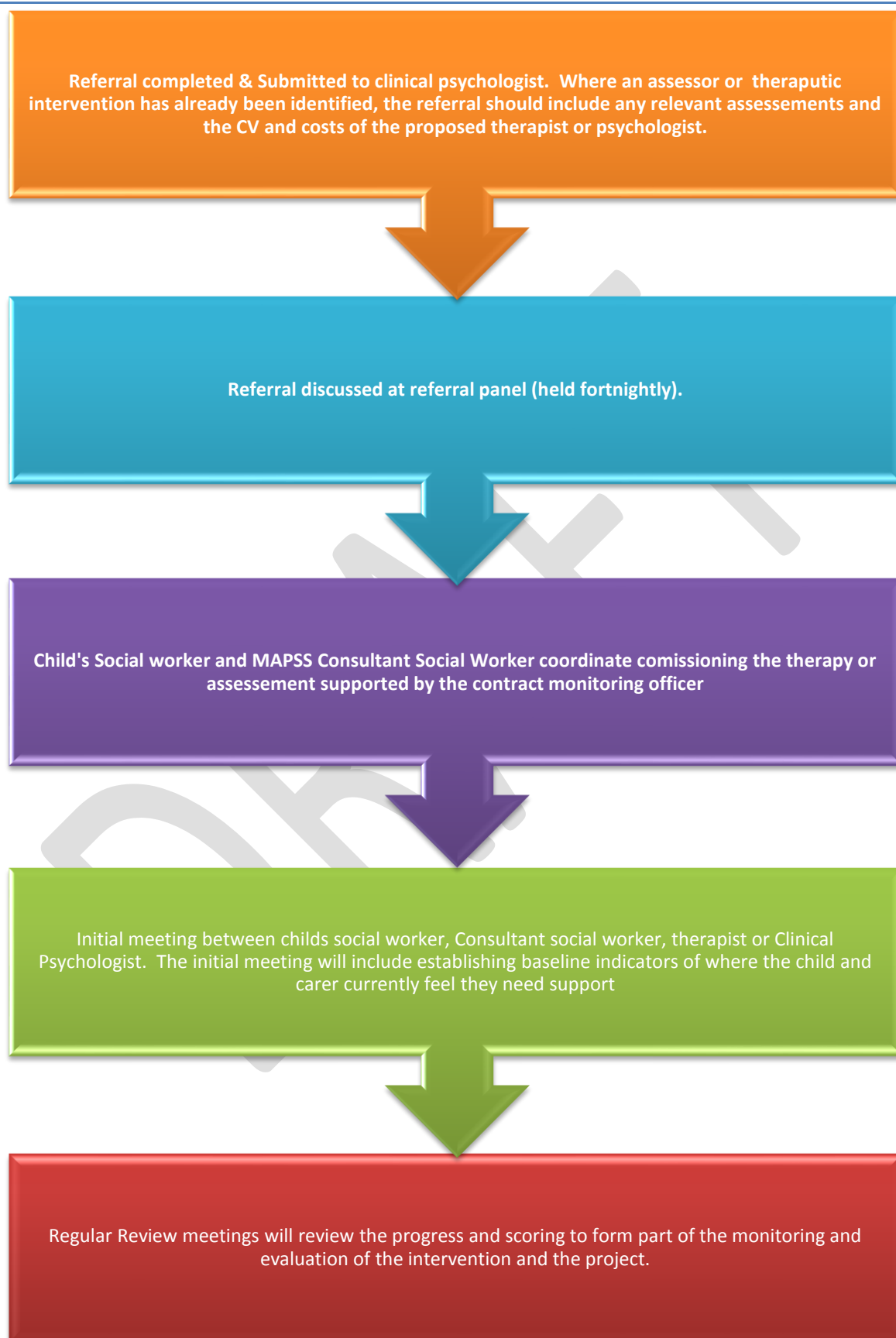
- Development of effective and robust pathways to improve the mental health and emotional wellbeing of Looked After Children with complex needs;
- Improved placement stability for Looked After Children;
- Reduction in the number of children placed with independent foster carers and children's residential homes;
- Reduction in the number of Looked After Children subject to school exclusion;
- Reduction in the number of children placed out of area;
- Enhance the confidence, skills and knowledge of foster carers and professionals;
- Share the responsibility of caring for our most vulnerable children across a wider group of individuals as opposed to relying on the resilience of individual foster carers;
- Improve the links to CAMHS for children with acute mental illness;
- Facilitate evidencing the number and types of mental health and emotional difficulties identified to inform future Staff training programmes and service developments.

Outcomes

The Service Level Outcomes for the MAPSS Service, which will be reported to Welsh Government are:

- Improved placement stability for Looked After Children
- Improved educational stability
- Improved capacity and ability of in-house fostering services to meet the needs of Looked After Children
- Improved mental health and emotional wellbeing outcomes of Looked After Children

MAPSS Intervention process



Multi Agency Placement Support Service (MAPSS)

What is MAPSS?

MAPSS stands for Multi Agency Placement Support Service. MAPSS is a Western Bay project which is funded through the Welsh Government Integrated Care Fund up until 31st March 2018.

MAPSS will operate across The City and County of Swansea, Neath Port Talbot County Borough Council and Bridgend County Borough Council.

The aim of MAPSS is to support the placements of Looked After Children with complex needs in order to improve their placement stability, support their carers and their education placement and to improve their outcomes and prevent placement breakdown.

Which children can be referred?

- Children who have had 2 or more placement breakdowns in a year or where there is a high risk of placement breakdown
- Children displaying risky behaviours
- Children excluded from school or receiving a reduced education package
- Children moving from residential care to fostering
- Children already receiving a therapeutic intervention
- Children identified as requiring therapy/specialist placement by a specialist assessment
- Children who require a specialist assessment to identify any support or therapeutic needs.

What will MAPSS do?

MAPSS will provide support around the child and carers by helping everyone come together to ensure that they are supporting the child in the same way. MAPSS is not just about providing therapy. MAPSS is about ensuring that everyone working with the child is supported to understand their needs and to develop the resilience and skills they need to improve outcomes.

Screening

Key to the success of MAPSS will be clearly identifying the needs of carers and the child. At the start of every intervention everyone working with the child will be asked to be involved in a screening process using recognised screening tools This will be reviewed during and at the end of the intervention.

Specialist Assessments

Some children may require a specialist assessment in order to identify their placement and therapeutic needs. MAPSS will be able to provide a proportionate assessment by a Clinical psychologist.

Therapeutic intervention

MAPSS will be able to work with you to commission short term therapeutic intervention for the child where this has been identified as a need either through the MAPSS clinical psychologist or through other specialist assessments that have taken place. During the pilot phase MAPSS will not employ its own therapists but will work with you to identify the most suitable therapist to support the child and the placement.

Consultant Social Worker

The MAPSS Service will employ a Consultant social worker who will support the child's social worker to coordinate therapeutic interventions and to provide some direct support to the child and

carer. The consultant social worker will assist in establishing base line screening for all children who receive a service from MAPSS and to be involved in the reviews and monitoring of the interventions.

Education worker

MAPSS aims to have an education worker to be part of the project to help support the child to maintain or reintegrate into an education placement and to be the link between the therapist, the placement and school.

How do I refer?

To refer please complete the attached referral and risk assessment form and send this by secure e mail to Dr Richard Downs c/o c.howard@npt.gcsx.gov.uk

Please include any relevant assessments with your referral form and if you have already identified a proposed therapist please include their details and costs.

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SCHEDULE 3

Financial Conditions

1. Subject to the performance by the Beneficiaries of their obligations under this Agreement, the Lead Beneficiary shall reimburse the Beneficiaries as set out in the Funding Guidance, unless otherwise agreed by the MAPSS Steering Group and up to the maximum sum of the indicative figures set out below for each Beneficiary:

Beneficiary	Q3	Q4	Total
Swansea (50%)	54,628	34,537	89,165
NPT (25%)	27,314	17,268	44,582
Bridgend (25%)	27,314	17,268	44,582
Total	109,256	69,073	178,329

For the avoidance of doubt these figures are indicative only as of the date of this Agreement and maybe subject to change

2. The Beneficiaries must submit the Claim Form to the Lead Beneficiary no later than quarterly. Claims are submitted to the Welsh Government on a quarterly basis. In order for the Lead Beneficiary to make a submission to Welsh Government to release funding, Q3 invoices must be submitted to the Lead Beneficiary no later than 15th January 2018 and Q4 invoices submitted to the Lead Beneficiary no later than 13th April 2018. Late Claims submitted to the Lead Beneficiary may not be processed until the next quarterly claim. For the avoidance of doubt in respect of the last quarter, if a late Claim is submitted which in turn misses any deadlines imposed by the Welsh Government and the Welsh Government do not approve reimbursement, the liability for this outstanding sum will rest with the Beneficiary making the late Claim.
3. The parties assume no VAT is payable by the Lead Beneficiary in respect of the Grant. If that assumption is incorrect the amounts of the reimbursement of Grant shall be deemed to be inclusive of VAT.
4. The Beneficiaries are responsible for their own VAT accounting and all Claims should be exclusive of recoverable VAT.

5. Payments shall become due and be payable by the Lead Beneficiary upon each and every one of the following conditions being met:
 - 5.1 The Beneficiary has complied in with its obligations under this Agreement;
 - 5.2 The Beneficiary has submitted a quarterly Claim to the Lead Beneficiary by no later than 14 days after the relevant financial quarter in respect of the payment claims and all Claims comply with the requirements of this Schedule;
 - 5.3 Each Claim shall be in the format agreed and provided by the Lead Beneficiary and shall clearly identify the amounts claimed in relation to the Services. Each Claim shall be accompanied by such supporting evidence required by the Welsh Government as set out in the Funding Guidance or any other applicable Welsh Government guidance document in order to satisfy the Welsh Government that the amount claimed has actually and properly been defrayed by the Beneficiary in respect of delivering the Services;
 - 5.4 The Lead Beneficiary has reviewed the quarterly Claim and agreed that the expenditure is eligible for the purpose of the Services.

6. Where a Claim is submitted by a Beneficiary more than 14 days from the end of the Claim Period it could jeopardise the ability of the Lead Beneficiary to meet the Welsh Government Claim Deadline. This could also affect the payment of the entire claim and consequently affect the other Beneficiaries. In this case the Lead Beneficiary may reasonably decide to exclude the Beneficiary's late Claim from the claim submitted to Welsh Government. In this case the Beneficiary will not be reimbursed until such time as the late Consolidated Claim is submitted to Welsh Government in the next Claim Period.

7. The Welsh Government asserts the right to defer payment where the submission of the consolidated claim misses the deadline set by the Welsh Government. In such cases it is the responsibility of the MAPSS Steering Group to evaluate the causes of the late submission and determine the appropriate resolution. Suitable resolutions may include:
 - 7.1 In cases where the fault is determined to lie with the Lead Beneficiary then the Lead Beneficiary shall reimburse the Beneficiaries with the calculated value of the Grant deferred by the Welsh Government. The Lead Beneficiary will be responsible for ensuring any adjustments made to the claim are reflected in subsequent claims and payments made to Beneficiaries;

- 7.2 In cases where the missed deadline is not the fault of the Lead Beneficiary then no payments shall be made to Joint Beneficiaries until such time as the deferred claim becomes payable to the Lead Beneficiary by the Welsh Government. Payments will be made in accordance with paragraph 8 of this Schedule.
8. The Lead Beneficiary will process payments to the Beneficiaries within 10 Working Days of receipt of the Payment from Abertawe Bro Morgannwg University Health Board on behalf of the Welsh Government subject to paragraph 5 above.
9. In the event that there are any changes to the claims process as a result of further Welsh Government guidance, the Lead Beneficiary will notify the Beneficiaries of the change as soon as is practicable and will, where required, provide detailed instructions to Beneficiaries within twenty-eight (28) days of the change imposed.

SCHEDULE 4

Establishment of MAPSS Steering Group

1. The MAPSS Steering Group

- 1.1 The Beneficiaries shall establish the MAPSS Steering Group in accordance with the provisions of this Schedule to undertake the duties and responsibilities assigned to it under this Agreement.
- 1.2 The Beneficiaries shall certify to the Lead Beneficiary that they have delegated to their representatives on the MAPSS Steering Group all powers and duties required to fulfil the requirements of this Agreement.

2. The Duties and Responsibilities of the MAPSS Steering Group

- 2.1 The management of the Agreement shall be undertaken on behalf of the Beneficiaries by the Lead Beneficiary who in cooperation with the MAPSS Steering Group shall:
 - 2.1.1 oversee and be accountable for the planning, implementation and delivery of the Services
 - 2.1.2 be responsible for decision making relating to the planning, implementation and delivery of the Services
 - 2.1.3 track progress of the Services and oversee the monitoring and review of the Agreement
 - 2.1.4 Track and understand the financial position of the Services
 - 2.1.5 Be accountable for ensuring work streams are progressed to time
 - 2.1.6 identify and address workforce and organisational issues relating to the Services
 - 2.1.7 agree the work plan of the Staff employed in the Services and oversee its implementation
 - 2.1.8 review and report on the progress of the Services to the MAPSS Regional Managers Board
 - 2.1.9 report and make recommendations to the MAPSS Regional Managers Group on the strategic direction of the Services

2.1.10 report and make recommendations to the MAPSS Regional Managers Group on any deviations from the original agreed scope of the Services

2.2 The MAPSS Steering Group shall coordinate the activities of the Beneficiaries in administering any contracts entered into with third parties for the provision of the Agreement which exist at the commencement of this Agreement and each shall continue to administer any contracts directly until they expire and are replaced if appropriate with contracts let under this Agreement.

3. **Appointment of Representatives**

4.1 Each of the Beneficiaries shall appoint a representative ("Partner Representative") who shall hold office until:

3.1.1 he or she ceases to be an employee of the Beneficiaries he or she represents and therefore should be replaced by an alternative employee;

3.1.2 the Beneficiary has decided that another person should act in his or her place and has advised the Lead Beneficiary of that in writing;

3.1.3 the person is suspended from his or her employment at which point they should be replaced by an alternative employee.

3.2 The first Partner Representatives shall be:-

Beneficiary	Partner Representative
Swansea	Donna Houlston, Principal Officer
Bridgend	Karian Henderson, Group Manager
NPT	Delyth Berni, Principal Officer

3.3 The Beneficiaries may also nominate a substitute in the temporary absence of the Partner Representative.

- 3.4 It is the responsibility of each Partner Representative including any substitute to secure full delegated authority from its employer to undertake functions in the management of this Agreement.

3 Meetings

- 4.1 MAPSS Steering Group meetings shall be held at least monthly but additional non-scheduled meetings may be convened if a Partner Representative requests such a meeting or a meeting is requested by the Lead Beneficiary.

- 4.2 Meetings shall be held at the offices of the Lead Beneficiary unless another location is agreed by the MAPSS Steering Group.

- 4.3 At the first meeting convened under this Agreement and at subsequent meetings the members of the MAPSS Steering Group shall agree the date for the meetings for the forthcoming year.

- 4.4 Any non-scheduled meeting shall require seven (7) days written notice to be given to the members of the MAPSS Steering Group save in the case of an emergency when a shorter period of notice can be given if all the members of the MAPSS Steering Group agree to accept such shorter period of notice.

5. Chair

- 6.1 The MAPSS Steering Group shall be chaired by the Partner Representative of the Lead Beneficiary.

6. Minutes

- 6.1. The minutes of any meeting shall be delivered to all members of the MAPSS Steering Group by the Lead Beneficiary within ten (10) Working Days of the meeting.

7. Method of Decision Making

- 7.1 The MAPSS Steering Group is not a corporate body and cannot make decisions by majority vote and as a consequence of this it must act by the Partner Representative

exercising their delegated power. All Beneficiaries shall be responsible for ensuring the Partner Representative has all necessary delegated powers.

7.2 The MAPSS Steering Group will therefore act by unanimous decision making subject to the dispute resolution procedure set out in Clause 12 of the this Agreement.

9. **Quorum**

9.1 To constitute a valid decision of the MAPSS Steering Group the Partner Representatives of all of the Beneficiaries must be present throughout the discussion of any item of business.

10. **Urgent Action**

10.1 In cases of urgency Partner Representatives may agree any course of action within the remit of the MAPSS Steering Group in writing which shall include exchange of emails.

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SCHEDULE 5

Establishment of MAPSS Regional Managers Group

1. The MAPSS Regional Managers Group

- 1.1 The Beneficiaries shall establish the MAPSS Regional Managers Group in accordance with the provisions of this Schedule to undertake the duties and responsibilities assigned to it under this Agreement.
- 1.2 The Beneficiaries shall certify to the Lead Beneficiary that they have delegated to their representative on the MAPSS Regional Managers Group all powers and duties required to fulfil the requirements of this Agreement.

2. The Duties and Responsibilities of the MAPSS Regional Managers Group

- 2.1 The management of the Agreement shall be undertaken on behalf of the Beneficiaries by the Lead Beneficiary who in cooperation with the MAPSS Regional Managers Group shall:
 - 2.1.1 exercise the duties powers and functions of the Beneficiaries and any of their officers under the terms referred to above which relate to the Agreement;
 - 2.1.2 oversee the day to day conduct of the Services and this Agreement.

3. Establishment and Constitution

- 3.1. A MAPSS Regional Managers Group shall be established and shall consist of one representative appointed by each of the Beneficiaries.

4. Appointment of Representatives

- 4.1 Each of the Beneficiaries shall appoint a MAPSS Regional Managers Group representative (RMG Representative) who shall hold office until:
 - 4.1.1 he or she ceases to be an employee of the Beneficiaries he or she represents and therefore should be replaced by an alternative employee;

4.1.2 the Beneficiary has decided that another person should act in his or her place and has advised the Lead Beneficiary of that in writing;

4.1.3 the person is suspended from his or her employment at which point they should be replaced by an alternative employee.

4.2 The first RMG Representatives shall be:-

Beneficiary	Partner Representative
Swansea	Julie Thomas, Head of Child and Family Service
Bridgend	Laura Kinsey, Head of Children's Social Care
NPT	Andrew Jarret, Head of Children and Adult Services

4.3 The Beneficiaries may also nominate a substitute in the temporary absence of the RMG Representative.

4.4 It is the responsibility of each RMG Representative including any substitute to secure full delegated authority from its employer to undertake functions in the management of this Agreement.

Meetings

5.1 MAPSS Regional Managers Group meetings shall be held at least quarterly but additional non-scheduled meetings may be convened if a RMG Representative requests such a meeting or a meeting is requested by the Lead Beneficiary.

5.2 Meetings shall be held at the offices of the Lead Beneficiary unless another location is agreed by the MAPSS Regional Managers Group.

5.3 At the first meeting convened under this Agreement and at subsequent meetings the Partner Representatives of the MAPSS Regional Managers Group shall agree the date for the meetings for the forthcoming year.

5.4 Any meeting shall require seven (7) days written notice to be given to the members of the MAPSS Regional Managers Group save in the case of an emergency when a shorter period of notice can be given if all the members of the MAPSS Regional Managers Group agree to accept such shorter period of notice.

6. **Chair**

6.1 The MAPSS Regional Managers Group shall be chaired by the RMG Representative of the Lead Beneficiary.

7. **Minutes**

7.1 The minutes of any meeting shall be delivered to all members of the MAPSS Regional Managers Group by the Lead Beneficiary within ten (10) Working Days of the meeting.

8. **Method of Decision Making**

8.1 The MAPSS Regional Managers Group is not a corporate body and cannot make decisions by majority vote and as a consequence of this it must act by the RMG Representative exercising its delegated power. All Beneficiaries shall be responsible for ensuring the RMG Representative has all necessary delegated powers.

8.2 The MAPSS Regional Managers Group will therefore act by unanimous decision making subject to the dispute resolution procedure set out in Clause 12 of the this Agreement.

9. **Quorum**

9.1 To constitute a valid decision of the MAPSS Regional Managers Group the representatives of the Beneficiaries must be present throughout the discussion of any item of business.

10. **Urgent Action**

10.1 In cases of urgency RMG Representatives may agree any course of action within the remit of the MAPSS Regional Managers Group in writing which shall include exchange of emails.

SCHEDULE 6

DATA PROTECTION

1. Data ownership

- a. The Data Processor acknowledges and accepts that it is processing the Data as a service provider and data processor and that, as between the parties, the Data and all intellectual property rights in the Data shall belong to the Data Controller absolutely.
- b. The Data Controller hereby grants the Data Processor permission during the term of this Agreement to use, edit, copy and store the Data solely for the purposes of performing and fulfilling its rights and obligations under this Agreement, but for no other purpose.

2. Data Controller obligations

No later than the date of this Agreement, the Data Controller shall provide the Data Processor with the Data together with such information as the Data Processor may reasonably require to enable it to provide the Services(s).

3. Data Processor obligations

3.1. The Data Processor and any employees that may process the Data shall:

3.1.1. process the Data solely for the purpose of providing the Services(s) in and to fulfil the Data Processor's obligations and exercise its rights under any agreement and/or this Agreement and for no other purpose. This restriction applies during the term of this Agreement

3.1.2. comply with all applicable laws including the Data Protection Legislation;

3.1.3. comply with the following data requirements in respect of the Data:

- a) process the Data strictly in accordance with this Agreement and the Data Controller's written instructions as given by the Data Controller from time to time;
- b) take appropriate technical and organisational measures that will safeguard the Data against unauthorised or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage, including encrypting removable media or portable devices;

- c) treat and safeguard the Data as strictly private and confidential;
- d) not disclose the Data to any Third Party in any circumstances other than with the express written consent of the Data Controller, or in compliance with a legal obligation imposed upon the Data Processor;
- e) allow access to the Data strictly on a 'need to know' basis employing appropriate access controls at all times;
- f) only copy, reproduce and/or distribute the Data to the extent necessary for performance of the Services(s);
- g) maintain adequate back-ups for the Data to enable the Data to be recovered in the event of damage or loss;
- h) take reasonable steps to ensure the reliability of those of its employees who may have access to the Data and ensure that such persons have sufficient skills and training in the handling of Personal Data and comply with the Privacy Laws;
- i) not cause or permit the Data to be transferred outside the European Economic Area without the prior written consent of the Data Controller;
- j) provide such assistance as is necessary to enable the Data Controller to comply with requests by Data Subjects for access to their Personal Data within the period required by the Privacy Laws and on request from the Data Controller, provide an up-to-date copy of the Data in the format, or media and within any reasonable time periods required by the Data Controller;
- k) cooperate with the Data Controller to enable it to monitor compliance with the obligations set out in this Agreement and, upon reasonable notice, permit the Data Controller and/or its nominated agent to have access to any premises where the Data is being processed in order to ascertain compliance with this Agreement;

- l) the Data Processor agrees to process the Data strictly in accordance with the Data Controller's relevant policies, processes and procedures
- m) the Data Processor will notify the Data Controller promptly and without undue delay of any security breaches that occur, such as unauthorised disclosure, loss or theft of the Data; and
- n) upon completion of the Services(s) for which the Data has been in the possession of the Data Processor, or the termination of this Agreement, to return the Data securely and in its entirety to the Data Controller.

3.2. The Data Processor agrees that it shall procure that any employees that may collect any Data in respect of the Services(s) shall ensure that such Data is captured correctly in accordance with the requirements of the Data Protection Act 1998 and shall amend inaccurate Data promptly upon being notified that the Data are inaccurate.

3.3. The Data Processor agrees that it shall procure that any employees that collect Data when providing the Services(s) and/or create materials or interactive systems for the collection of Data shall:

3.3.1. incorporate a notice of privacy:

- a) on all documents (whether paper based, online or otherwise), which Data Subjects may use to provide Data; and
- b) in all telephone scripts and recorded messages used by employees when collecting Data from Data Subjects;

3.3.2. ensure that any promotional materials include details of how the person to whom such promotional materials have been sent may indicate that he does not wish to receive any further promotional materials.

3.4. To the extent permitted to do so by applicable law, the Data Processor shall notify the Data Controller of all communications it receives from third parties

relating to the Data which suggest non-compliance by the Data Controller, Data Processor or and other person with the Privacy Laws, including communications from Data Subjects and regulatory bodies, and shall not do anything or enter into any communication with such Third Party unless expressly authorised to do so by the Data Controller.

4. Use of third parties

4.1. The Data Processor shall not permit any Third Party to process the Data unless such processing is expressly authorised by this Agreement or the Data Controller has consented in writing to such Third Party processing the Data.

4.2. The Data Processor acknowledges and accepts that any consent given:

4.2.1. may be contingent upon compliance with additional terms;

4.2.2. is contingent upon the Third Party:

a) having provided sufficient guarantees to the Data Processor in respect of the Data requirements set out in paragraph 3.1.3 of this Schedule; and

b) complying with this Agreement as if it were the Data Processor and having agreed to do so pursuant to a contract which is made in writing which is, in respect of the processing and the Data, enforceable directly by the Data Controller and which shall terminate automatically upon termination of this Agreement;

4.2.3. may be withdrawn in the event that the Data Controller reasonably believes that the Data or the rights of data subjects may be compromised by the Third Party

5. Indemnities

5.1. Each Beneficiary shall indemnify the other against any costs, claims, expenses (including reasonable legal costs), damages, liabilities and proceedings brought against the other arising out of a breach of this agreement by the indemnifying Beneficiary

5.2. The Data Processor will indemnify the Data Controller against any costs, claims, expenses (including reasonable legal costs), damages, liabilities, actions and proceedings brought against the Data Controller arising out of a breach of this Agreement by a Third Party engaged by the Data Processor in accordance with paragraph 4.1.

5.3. The Data Controller will indemnify the Data Processor against any costs, claims, expenses (including reasonable legal costs), damages, liabilities, actions and proceedings brought against the Data Processor arising out of a breach of this Agreement by a Third Party engaged by the Data Controller.

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NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Social Care Health and Wellbeing Cabinet Board

30 November 2017

Report of the Head of Commissioning, Support & Direct Services - Angela Thomas

Matter for Information

Wards affected

All wards

Care and Social Services Inspectorate Wales: Homecare Service Inspection Report November 2017

Propose of report

To inform members of the outcome of the CSSIW inspection of the in house Homecare Service, undertaken on the 24th of October 2017

Executive Summary:

The Care and Social Services Inspectorate Wales (CSSIW) undertook an unannounced inspection of the Councils in House Homecare Service on the 24th of October 2017. On this occasion, CSSIW undertook a baseline inspection, which evaluates the overall performance and quality of the service in all areas.

The inspector noted the service improvements since the last inspection and referred to the positive approach the management team are taking in relation to investigating regulation 26 incident reports involving medication errors, which were fully documented and appropriately managed by both the care supervisors and management.

The inspector also took a positive view on the implementation of a new four-day training programme for care staff.

In conclusion, the inspector noted that the team has undergone significant change over the last year or so. Notwithstanding this, from observations of staff, the care records examined, and feedback received from people using the service, it was deemed that the service was well run and that people are receiving good quality person centered care, from staff that are dedicated, motivated, and enthusiastic about the service they deliver.

There were no areas of non-compliance and no recommendations for further improvements made within the report.

Background

Neath Port Talbot CBC Homecare Service is registered with the Care and Social Services Inspectorate Wales (CSSIW) as a domiciliary care provider and are required to undertake regular, unannounced inspections.

The inspection on the 24th of October 2017 comprised :-

- one unannounced visit to the service office base;
- home visits to three people receiving a service from the homecare service;
- discussion with people receiving care and family members;
- discussion with two staff at the office and one staff member during the home visits;
- observation of the electronic programming and monitoring system;
- examination of six people's care files including those we later visited;
- examination of six staff files;
- discussion with registered manager (Julie Duggan) and deputy manager (Gemma Pascoe)
- reference to the previous inspection report.

What the service does well:

- people told the inspector that they received an excellent standard of care from the Homecare Service.
- staff members told the inspector that they welcomed the new four-day training programme and were looking forward to attending it.
- People using the Homecare Service can be assured that the service is individual to them and person centred
- People told the inspector that that they had consistency of care workers providing their support at most times but recognised at times due to annual leave and sickness that this may change on occasion.
- People also told the inspector that if a care worker was going to be late, they always received a phone call from the office to keep them informed.
- The inspector noted that the service delivery plans, and risk assessments were person centred and of good quality, and that people were protected by good quality record keeping
- People experience enhanced well-being from a service, which is reliable.
- Without exception, people spoke very highly of the service they receive, from their contact with the office and management to the care workers who supported them.

Service user comments noted within the report included: -

Homecare provided a *'an excellent service'*

Another person commented *'highly professional well trained staff'*

"always have time, never rush me,

"very caring staff,' "excellent service',

all staff "give their best".

One person commented *'my girls are the best, they are like family'.*

A relative told the inspector that the staff were *'sensitive'* to people's wishes and had *'great respect'* for their feelings.

Another person could not “*praise them enough*” and staff are always “*cheerful, friendly and positive*”.

One family member told us that their relative values this interaction and it showed that people were valued and respected

Financial impact:

There is no financial impact associated with this report

Equality Impact Assessment

There are no equality impacts associated with this report

Workforce Impacts

There are no workforce impacts associated with this report

Legal Impacts

There are no legal impacts associated with this report

Risk Management

There are no risk management issues associated with this report

Consultation

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

List of background papers

Appendix A : Care and Social Services inspectorate Wales Inspection Report Neath Port Talbot County Borough Council Homecare Service. November 2017

Officer contact

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Arolygiaeth Gofal a Gwasanaethau Cymdeithasol Cymru
Care and Social Services Inspectorate Wales

Care and Social Services Inspectorate Wales

Care Standards Act 2000

Inspection Report

Neath Port Talbot County Borough Council Homecare Service

Neath

Type of Inspection – Full

Date(s) of inspection – Tuesday, 24 October 2017

Date of publication – Monday, 20 November 2017

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Summary

About the service

Neath Port Talbot County Borough Council (NPTCBC) Homecare Service is registered with Care and Social Service Inspectorate Wales (CSSIW) as a domiciliary care agency to provide personal care to adults aged 18 years and over.

It is a large agency which is split into three geographical areas covering Port Talbot, Neath and Pontardawe. Since July 2016 the service has also developed a Rapid Response service to support people within the community to avoid hospital admissions and to support people being discharged from hospital – this is reported to be working well.

The service operates from Neath Abbey. The provider of the service is NPTCBC. The responsible individual Nick Jarman has recently left the authority and the provider will need to ensure that a responsible individual is nominated as soon as possible. Julie Duggan is the registered manager of the service.

What type of inspection was carried out?

We (CSSIW) inspected the service on 24 October 2017 for a scheduled, unannounced baseline inspection. Both the registered manager and deputy manager were present throughout the office visit.

The following methodology was used:

- one unannounced visit to the service office base;
- home visits to three people receiving a service from the homecare service;
- discussion with people receiving care and family members;
- discussion with two staff at the office and one staff member during the home visits;
- observation of the electronic programming and monitoring system;
- examination of six people's care files including those we later visited;
- examination of six staff files;
- discussion with registered manager and deputy manager and
- reference to the previous inspection report.

What does the service do well?

- people told us they received an excellent standard of care from the agency.
- staff members told us that they welcomed the new four-day training programme and were looking forward to attending it.

What has improved since the last inspection?

The provider has introduced a new investigations process due to of a number of medication errors.

What needs to be done to improve the service?

We found no areas of non-compliance during our visit.

Quality Of Life

People using the service can be assured that the service is individual to them and person centred. People told us that they had consistency of care workers providing their support at most times but recognised at times due to annual leave and sickness that this may change on occasion. Everyone we spoke to valued continuity because it meant familiar care workers who knew their care needs supported them and this made them feel safe. New care workers were introduced first and shadowed an experienced member of staff.

The registered manager told us that staff turnover was low and many staff had been employed for many years. This helped to ensure continuity as far as possible and the people we spoke to told us how much they liked to know who was coming in at each visit and appreciated continuity of care. People also told us that if a care worker was going to be late, they always received a phone call from the office to keep them informed. This happened during one of our home visits when the office rang to tell one client that the staff would be about 15 minutes late. The person told us that they appreciated being kept informed. Without exception, people told us that they received an extremely reliable service and had not experienced any missed calls. One person told us that the agency provided a *'an excellent service'* and another *'highly professional well trained staff'*

Care records viewed in the homes of people we visited and in the registered office showed that people were protected by good quality record keeping. We looked at unified assessments, service delivery plans and risk assessments. These were of good quality, regularly reviewed, person centered and gave the care worker up to date knowledge of a person's care needs likes and preferences. We saw in six people's care records that risk assessments and care planning were individualised and person centred. We saw that people's involvement in completing the documentation 'My Care Plan' which had recently been introduced was valued as service delivery plans were signed, where appropriate by the person receiving care. We saw that this newly introduced format included sections on *'what I like'*, *'what I dislike'*, *'what you can do for me'* and *'what I can do for myself'*, this made care person centered and gave a good insight to the person's life. We also noted that the plans followed care management plans and that the service reacted when they noticed any health or social care concern.

People can be confident that they will be supported to remain healthy and as safe as possible. This is because we saw risk assessments detailing how an identified risk would be managed relating to for example medication management, skin integrity and mobility needs. Records seen showed that staff had medication training and a policy was available for them to follow to ensure the safe administration of medication. We were told that in the last few months, a number of medication errors had occurred and as a result, a new investigations process had been put in place. We saw records detailing a number of incidents relating to the management of medication, these were fully documented and appropriately managed by both the care supervisors and management.

We saw that daily records completed by care workers and medication records were audited by supervisors and the management team regularly so that any issues could be dealt with in a timely way. People we spoke to told us that the care workers and management always informed them if they had any concerns about the person's health needs so that the appropriate professionals could be contacted.

People experience enhanced well-being from a service, which is reliable. Without exception, people spoke very highly of the service they receive, from their contact with the office and management to the care workers who supported them. Comments received from people included "*always have time, never rush me*", "*very caring staff*," "*excellent service*", all staff "*give their best*". One person told us '*my girls are the best, they are like family*'. A relative told us that the staff were '*sensitive*' to people's wishes and had '*great respect*' for their feelings. Another person told us that they could not "*praise them enough*" and staff are always "*cheerful, friendly and positive*". People told us that care workers always stayed their allocated time and took time to sit and talk to people if all their tasks were completed. One family member told us that their relative values this interaction and it showed that people were valued and respected.

Although the team has undergone significant change over the last year or so, from our observations of staff, the care records we examined and feedback we received from people using the service, we found that people are receiving good quality person centered care.

Quality Of Staffing

People can feel confident that they will be supported by care workers who are competent and confident in meeting their particular needs. This is because we saw records that showed that staff are well trained in areas including medication management, safeguarding, moving and handling and first aid. They also had more specialist training including mental health awareness and palliative care to ensure individual needs could be met. All of the staff we spoke to told us that the induction programme allowed them to shadow experienced care workers for as long as they felt they needed to gain confidence to carry out their role. People we visited confirmed this. We saw that the new staff member and management signed all induction records and files contained relevant employment information along with key policies and procedures such as the social media policy and lone working policy.

People receive care and support from staff who are vetted and receive support from the management. The agency benefited from a dedicated HR officer in the corporate service centre and we saw very robust and comprehensive recruitment practice. We saw that recruitment checks to assess whether people were suitable to work at the agency had been undertaken. Management and supervisors carried out spot checks to monitor the practice of staff when providing care and support to people and records of these visits and assessments along with records of supervision meetings between the staff member and their line manager were well recorded. Staff had annual performance appraisals, which were comprehensive and included developmental and career milestones; we saw evidence of these in the staff files we looked at. The outcome for people using the service is that they receive support from staff who can discuss any concerns and who regularly receive guidance from management.

To ensure continuity, set rotas were prepared so that all staff and the people they cared for were aware of their duties at any given time. Staff worked a four day on four day off rota. This meant that people generally knew who to expect, and any changes due to sickness or holidays usually resulted in another known carer from the rota attending. Both staff and the people using the service appreciated this.

During discussion with the registered manager, it was clear that she valued the work that the staff did telling us that she *“felt extremely proud of the staff”*. Equally staff we spoke to told us that they felt supported by their supervisors and management and said *“we can’t fault the management”* and *“very supportive management team, easy to approach”* *‘good employer, I appreciate the rota and knowing when my days off are as I can plan my life’*. Two staff members from the Rapid Response team established last year told us that they *‘really appreciated their new role and could see what a difference it makes to people by preventing hospital admission or facilitating an earlier discharge’*. Staff were very appreciative of the training opportunities afforded to them and said *‘the training has supported me out in the community’*; they were very appreciative of the new four-day training course they were due to attend shortly. From our discussions and observations

it is evident that staff are dedicated, motivated and enthusiastic about the service they deliver.

Quality Of Leadership and Management

People are clear about what the service provides. There was a statement of purpose that set out the aims of the service and what people can expect. A service user guide was available in the homes of people we visited allowing for them to have information about the service including all contact numbers of the office. Everyone we spoke to told us that they were aware of both the office and the out of hour's service and that they received a timely response whenever they had used these numbers. One person told us that the office always took calls promptly and responded quickly to any issues raised with them. We noted that there was an open door management policy and were told by staff that management were always available and approachable. A number of the Rapid Response staff members visited the office whilst we were at the office.

The service has a quality of care review process which allows for people to be actively involved in measuring the quality of the service. A quality assurance report was seen which covered the year 2016/17; it was comprehensive and included the views of stakeholders and areas of improvement planned for the following year. We saw documents confirming that regular audits of care files take place as well as the daily records and medication records.

We saw that there was a complaints policy which was given to people when their service commenced. People we spoke to told us that they had never had to make a complaint about the service. If they had any queries, they were dealt with promptly by the supervisors and management team. The registered manager told us that any complaints were received into the corporate centre and dealt with by a dedicated team; they had received one complaint this year and were hopeful of a satisfactory resolution shortly. . There were many complimentary e-mails, cards and records of telephone calls passing on compliments about staff. CSSIW has not received any complaints or concerns.

Quality Of The Environment

This theme does not form part of the domiciliary care inspections. However, the office is spacious, accessible and provides a good base for staff to attend handovers, meetings and supervision sessions. All documentation relating to the running of the agency is stored securely in locked filing cabinets in the office. There are also three touchdown offices in the three patch areas where staff attend. No documentation is stored at these points.

How we inspect and report on services

We conduct two types of inspection; baseline and focused. Both consider the experience of people using services.

- **Baseline inspections** assess whether the registration of a service is justified and whether the conditions of registration are appropriate. For most services, we carry out these inspections every three years. Exceptions are registered child minders, out of school care, sessional care, crèches and open access provision, which are every four years.

At these inspections we check whether the service has a clear, effective Statement of Purpose and whether the service delivers on the commitments set out in its Statement of Purpose. In assessing whether registration is justified inspectors check that the service can demonstrate a history of compliance with regulations.

- **Focused inspections** consider the experience of people using services and we will look at compliance with regulations when poor outcomes for people using services are identified. We carry out these inspections in between baseline inspections. Focused inspections will always consider the quality of life of people using services and may look at other areas.

Baseline and focused inspections may be scheduled or carried out in response to concerns.

Inspectors use a variety of methods to gather information during inspections. These may include;

- Talking with people who use services and their representatives
- Talking to staff and the manager
- Looking at documentation
- Observation of staff interactions with people and of the environment
- Comments made within questionnaires returned from people who use services, staff and health and social care professionals

We inspect and report our findings under 'Quality Themes'. Those relevant to each type of service are referred to within our inspection reports.

Further information about what we do can be found in our leaflet 'Improving Care and Social Services in Wales'. You can download this from our website, [Improving Care and Social Services in Wales](#) or ask us to send you a copy by telephoning your local CSSIW regional office.

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SOCIAL CARE, HEALTH AND WELL BEING CABINET BOARD

Social Care Health and Wellbeing Cabinet Board

30th November 2017

REPORT OF THE HEAD OF COMMISSIONING, SUPPORT AND DIRECT SERVICES – A. THOMAS

SECTION C – MATTER FOR MONITORING

WARD(S) AFFECTED: ALL

TITLE OF REPORT

CHILDREN AND YOUNG PEOPLE SERVICES – 2ND QUARTER (2017-18) PERFORMANCE REPORT

Purpose of Report

The purpose of the attached documentation is to advise Members of Performance Management Information within Children and Young People Services (CYPS), for the 2nd Quarter Period (April 2017 – September 2017); the Monthly Key Priority Indicator Information (September 2017) and Complaints Data (April 2017 – September 2017).

Executive Summary

A new set of statutory Welsh Government Indicators for CYPS 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 CYPS Key Performance Indicators, which were previously agreed by Members at the Children, Young People and Education (CYPE) Committee on 28th July 2016.

Background

1. Following agreement by Members at CYPE on 28th July 2016, the Quarterly Performance Monitoring Report has been revised, enabling Members to monitor and challenge more specific areas of performance within CYPS. The report also takes into account a change in reporting obligations to Welsh Government in terms of the statutory performance indicators.

Financial Impact

2. Not applicable.

Equality Impact Assessment

3. None Required

Workforce Impacts

4. Not applicable

Legal Impacts

5. This progress report is prepared under:
 - i) Local Government (Wales) Measure 2009 and discharges the Council's duties to "make arrangements to secure continuous improvement in the exercise of its functions".
 - ii) 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

6. Not applicable

Consultation

7. No requirement to consult

Recommendations

8. Members monitor performance contained within this report

Reasons for Proposed Decision

9. Matter for monitoring. No decision required

Implementation of Decision

10. Not Applicable

List of Appendices

- 11.

Section 1 - Performance Management Information within Children and Young People Services for the Period (April 2017– September 2017).

Section 2 – Monthly Key Priority Performance Indicator Information (position as at September 2017)

Section 3 - Highest Average Caseloads Graph (June 2012 – September 2017)

Section 4 – Complaints and Compliments Data (April 2017 – September 2017)

Section 5 – Overview of Quarter 2 Quality Assurance Audits (July 2017 – September 2017)

List of Background Papers

None

Officer Contact

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Section 1: 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 Welsh Local Government Association (WLGA) 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
v	Performance 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.

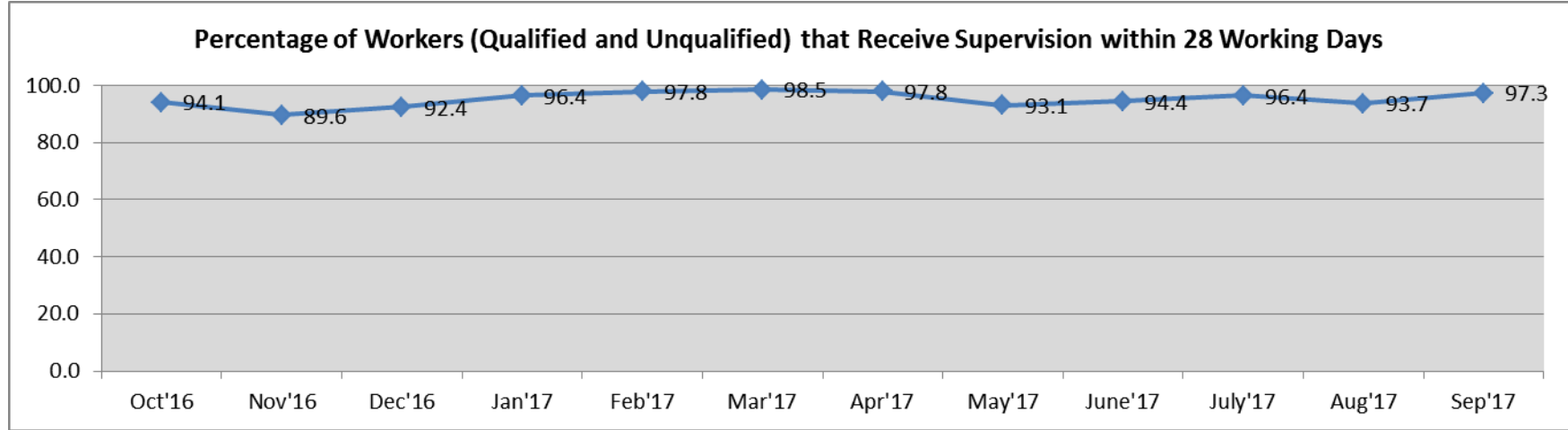
Social Care – Children’s Services

No	PI Reference	PI Description	2015/16 Actual	2016/17 Actual	All Wales 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
1	PI 24	The percentage of assessments completed for children within 42 days from point of referral	n/a - new	97.6% (1197 out of 1226)	90.8%	99.5% (631 out of 634)	97.8% (2799 out of 2861)	▼
2	PI 25	The percentage of children supported to live with their family	n/a - new	60.9% (598 out of 982)	69.2%	67.2% (716 out of 1,065)	61.9% (623 out of 1006)	↓
		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						
Page 129	PI 26	The percentage of Looked After Children returned home from care during the year	n/a - new	14.8% (78 out of 527)	13.6%	Reported Annually (Populated by WG)		—
	PI 27	The percentage of re-registrations of children on the local authority Child Protection Register	n/a - new	7.8% (18 out of 230)	6.3%	6.0% (7 out of 117)	6.6% (8 out of 122)	▼
5	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	245.1 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.						
6	PI 29a	The percentage of children receiving the core subject indicators at key stage 2	n/a - new	59.2% (29 out of 49)	56.5%	Reported Annually (Populated by WG)		—
7	PI29b	The percentage of children receiving the core subject indicators at key stage 4	n/a - new	17.5% (10 out of 57)	14.2%	Reported Annually (Populated by WG)		—

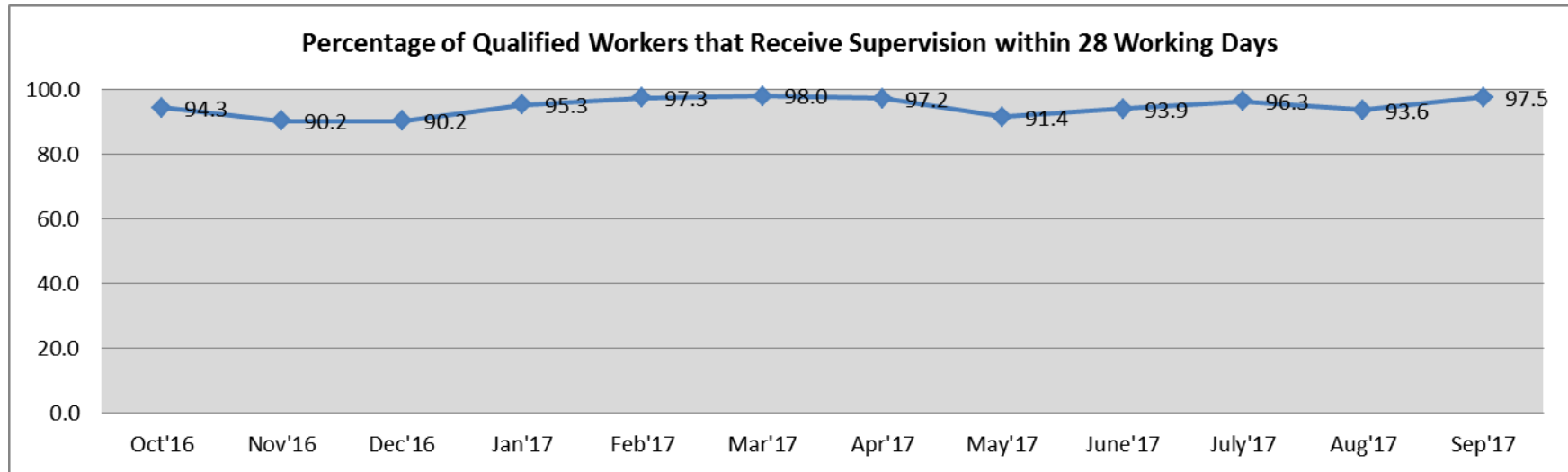
				57)			
8	PI 30	The percentage of children seen by a dentist within 3 months of becoming looked after	n/a - new	8.8% (3 out of 34)	59.4%	Reported Annually	—
9	PI 31	The percentage of Looked After Children at 31 st March registered with a GP within 10 working days of the start of their placement	99.3%	99.5% (183 out of 184)	91.7%	Reported Annually	—
10	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 out of 215)	12.7%	Reported Annually	—
Page 130	PI 33 (PAM)	The percentage of children looked after on 31 March who has had three or more placements during the year.	8.8%	4.4% (17 out of 384)	9.8%	Reported Annually (Populated by WG)	—
	PI 34	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 out of 46)	52.4%	Reported Annually	—
12b	PI 34	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 out of 29)	47.1%	Reported Annually	—
13	PI 35	The percentage of care leavers who have experienced homelessness during the year	n/a - new	1.1% (3 out of 271)	10.6%	Reported Annually	—

Section 2 - Key Priority Performance Indicators September 2017

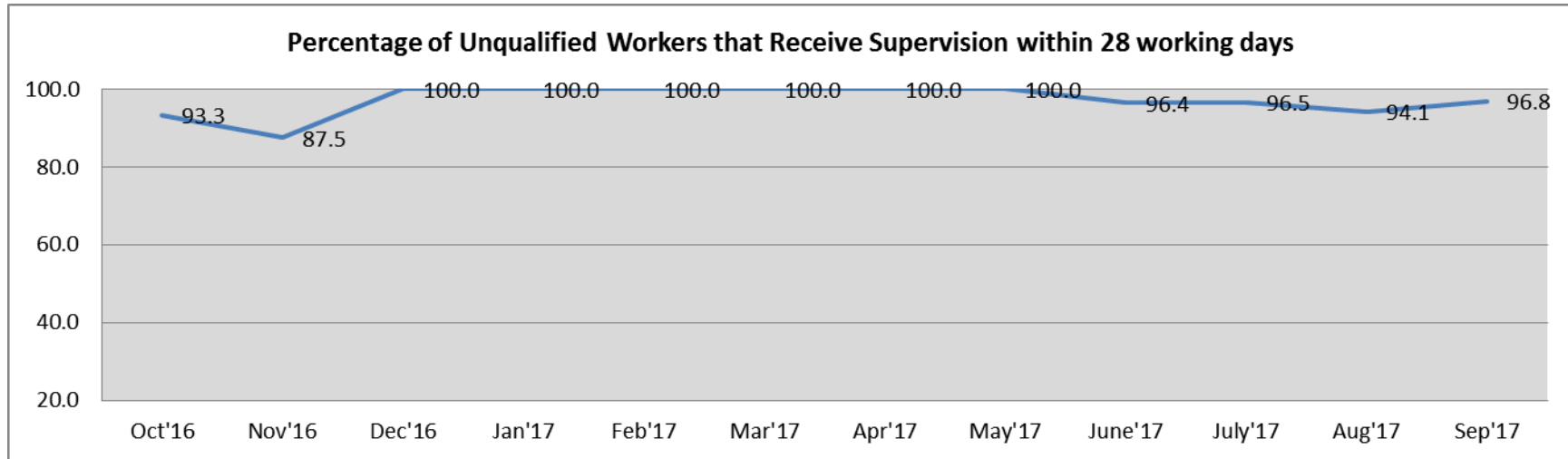
• Priority Indicator 1 – Staff Supervision Rates



	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

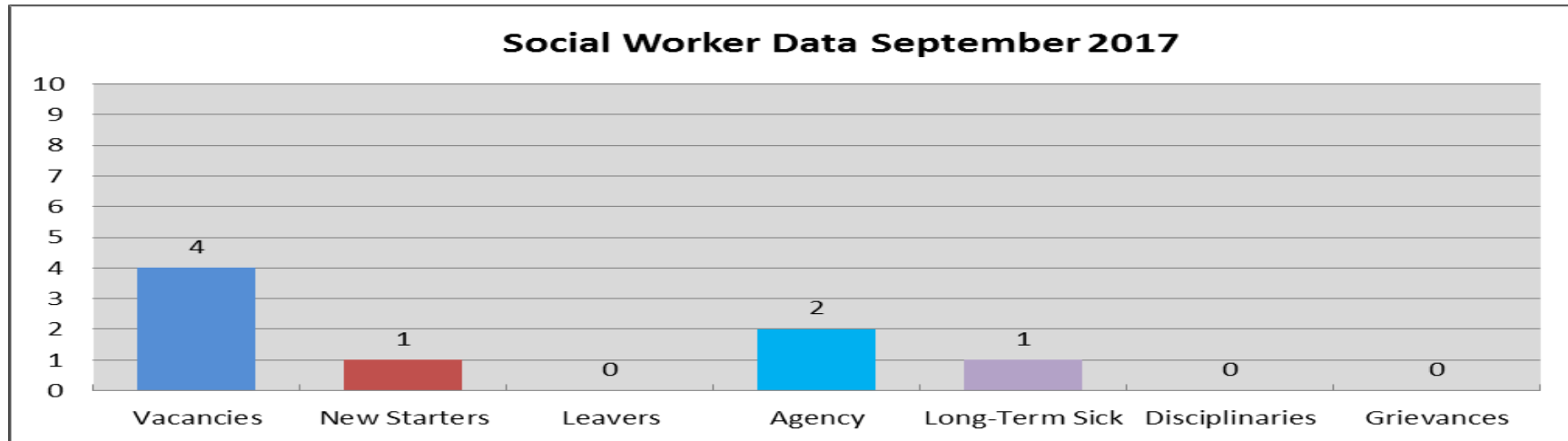
- **Priority Indicator 2 – Average Number of Cases held by Qualified Workers across the Service**

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*' do 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), Disciplinarys and Grievances across the Service**



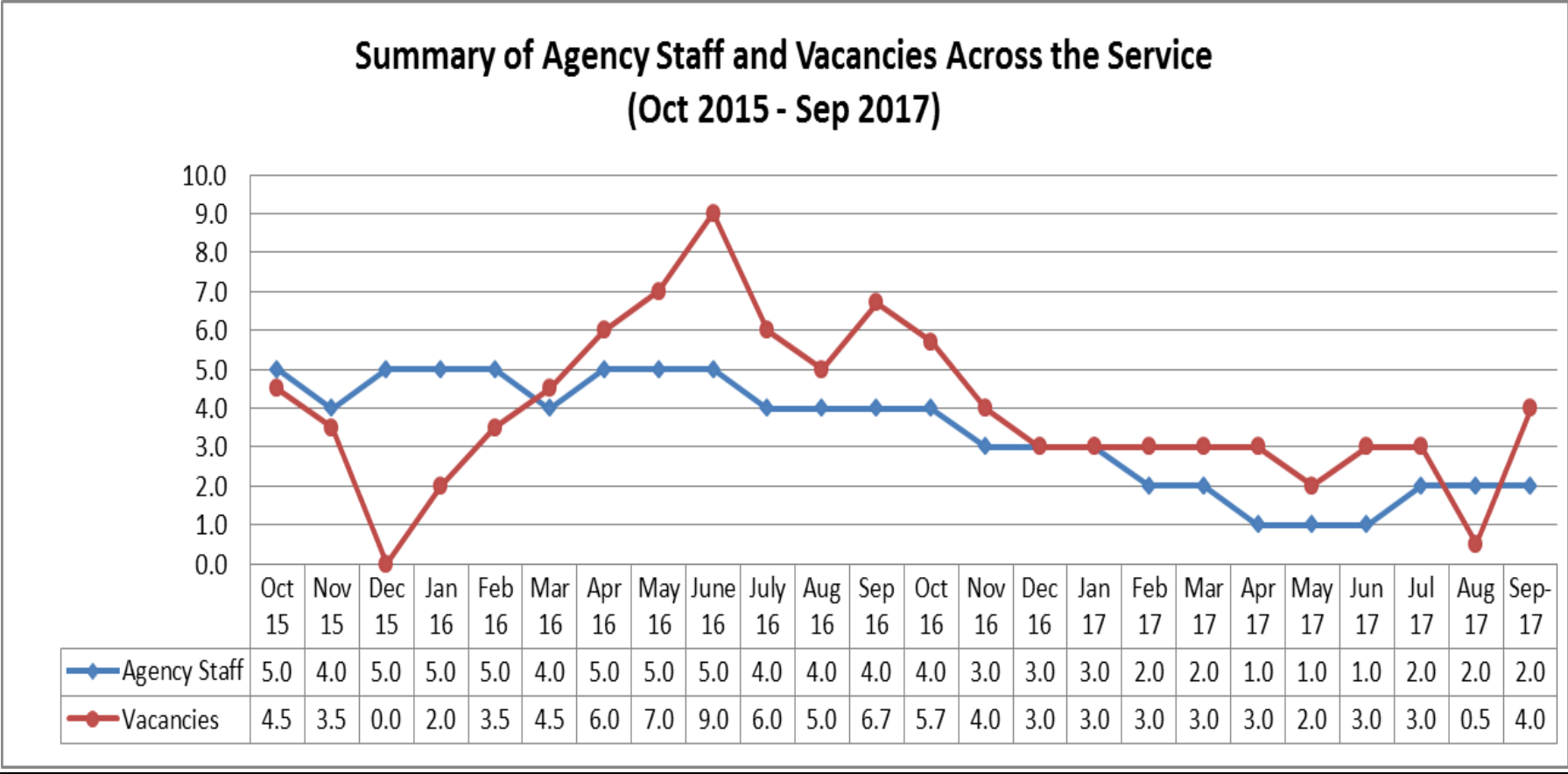
	Team Manager	Deputy Manager	Social Worker	Peripatetic Social Worker	IRO	Consultant Social Worker	Support Worker	Total
Vacancies			3		1			4
New Starters			1					1
Leavers								0
Agency			1		1			2
Long-Term Sick			1					1
Disciplinarys								0
Grievances								0

Agency Workers:

1 - Conference and Review Service – covering maternity

1 – Fostering Team – covering sickness rehabilitation

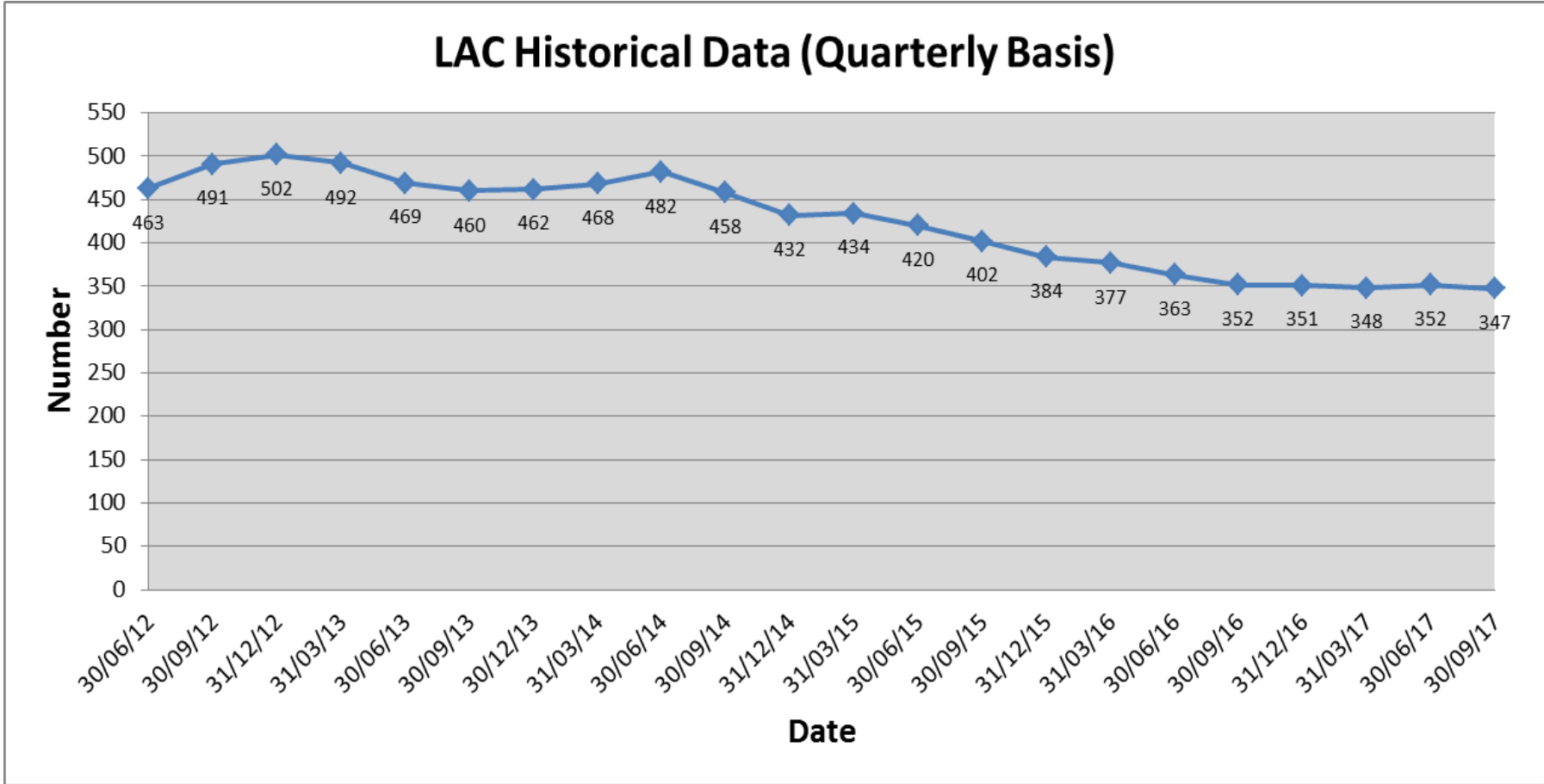
Summary of Agency Staff across the Service October 2015 – September 2017



- **Priority Indicator 4 – Thematic reports on the findings of Case File Audits (reported quarterly)**

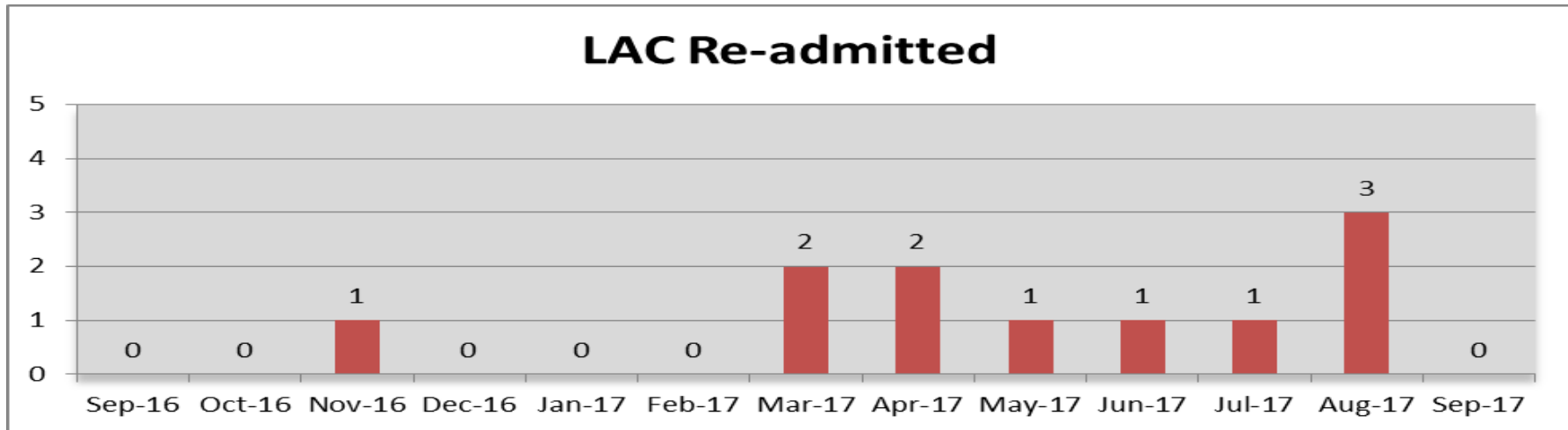
There is an audit programme in place which facilitates the scrutiny of various aspects of activity within Children and Young People Services. A summary of the Audit activity undertaken during the period 1st July – 30th September 2017 is provided in **Section 4** of this report.

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



LAC as at 30/09/2017 = 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

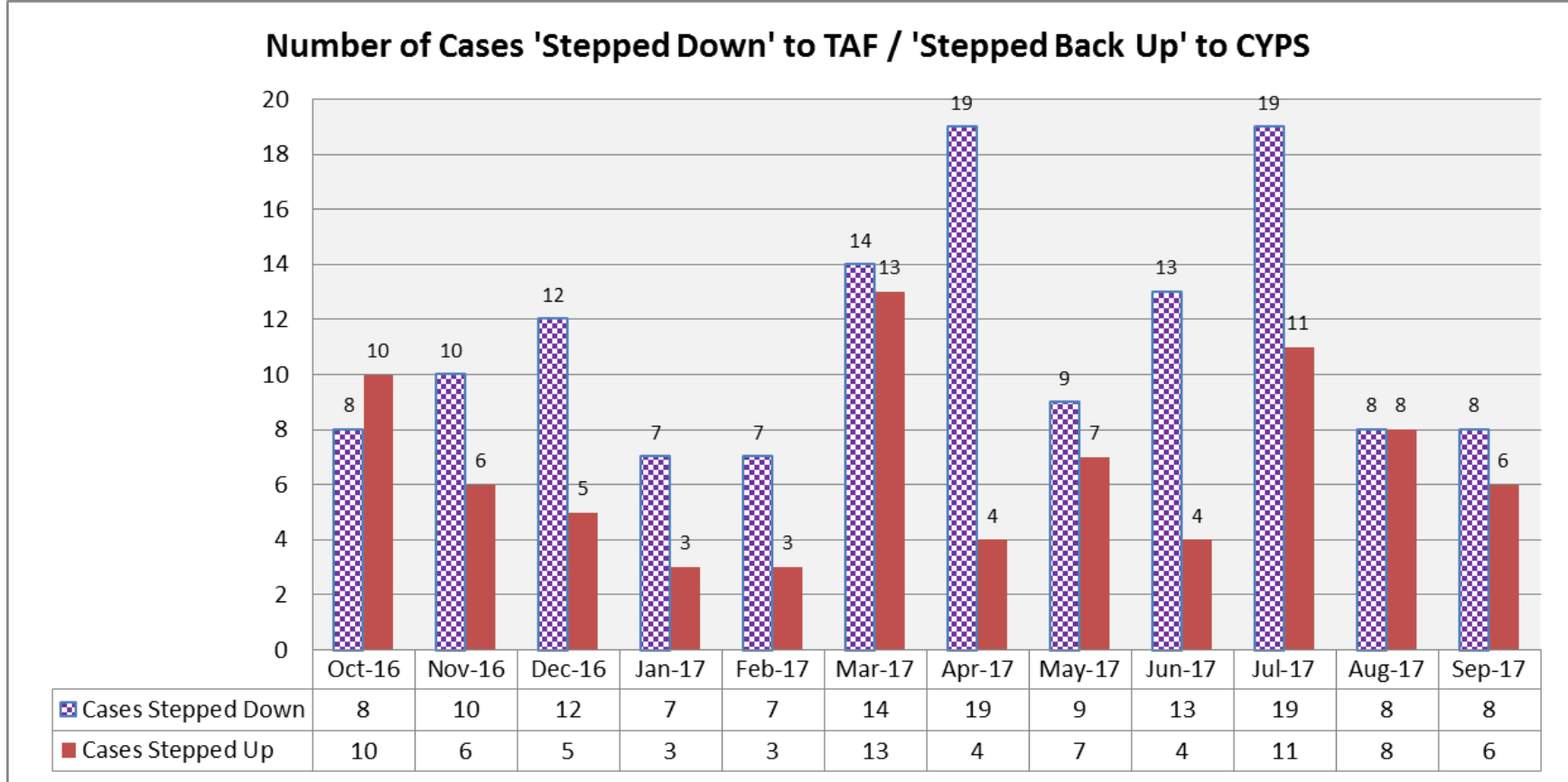
Reason for July 2017 re-admission into care within 12 months of being discharged: -

- 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.

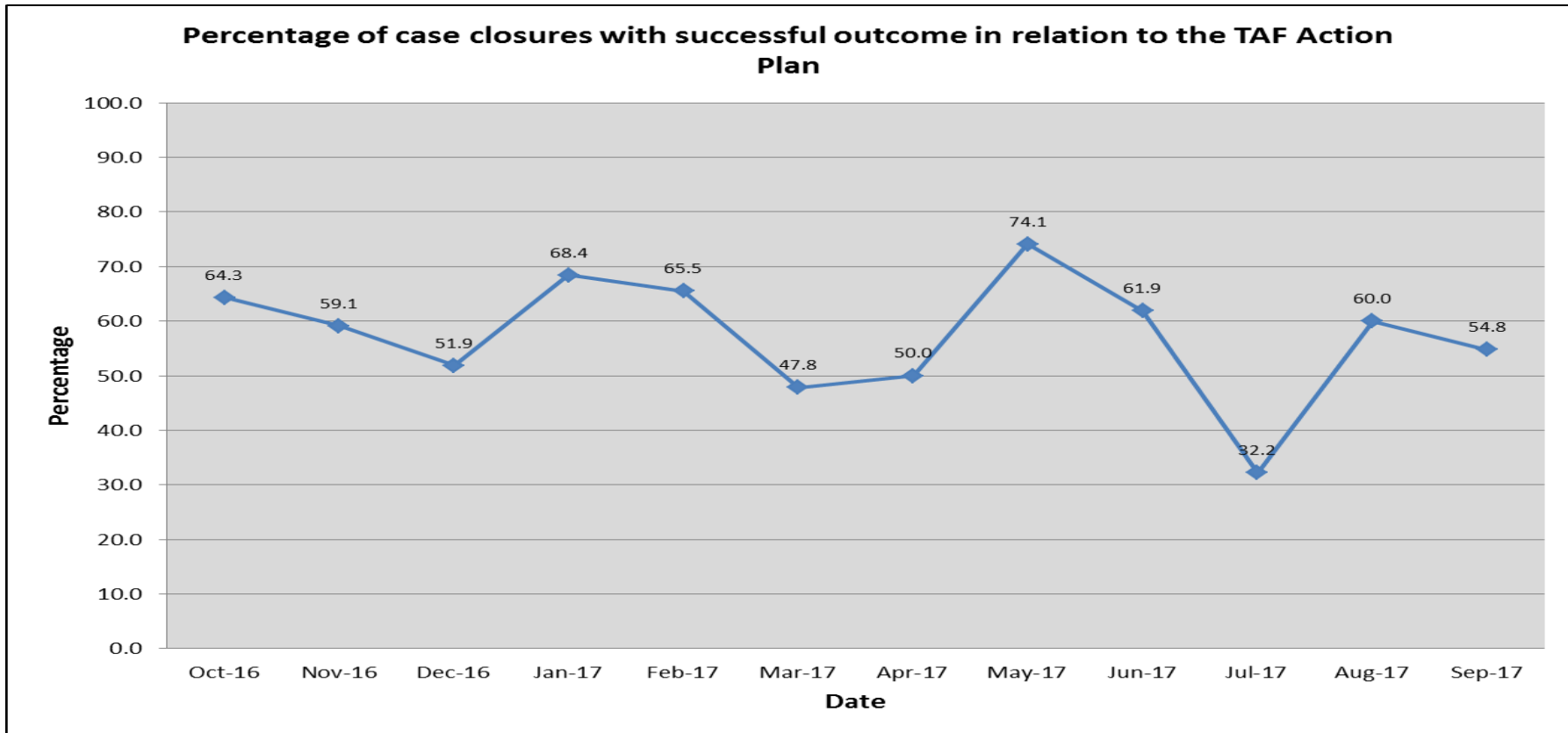
Reason for August 2017 re-admissions into care within 12 months of being discharged: -

- 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 Parent Assessment Manual (PAM) assessment the local authority issued care proceedings. The court granted an 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 Agency Decision Maker 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.

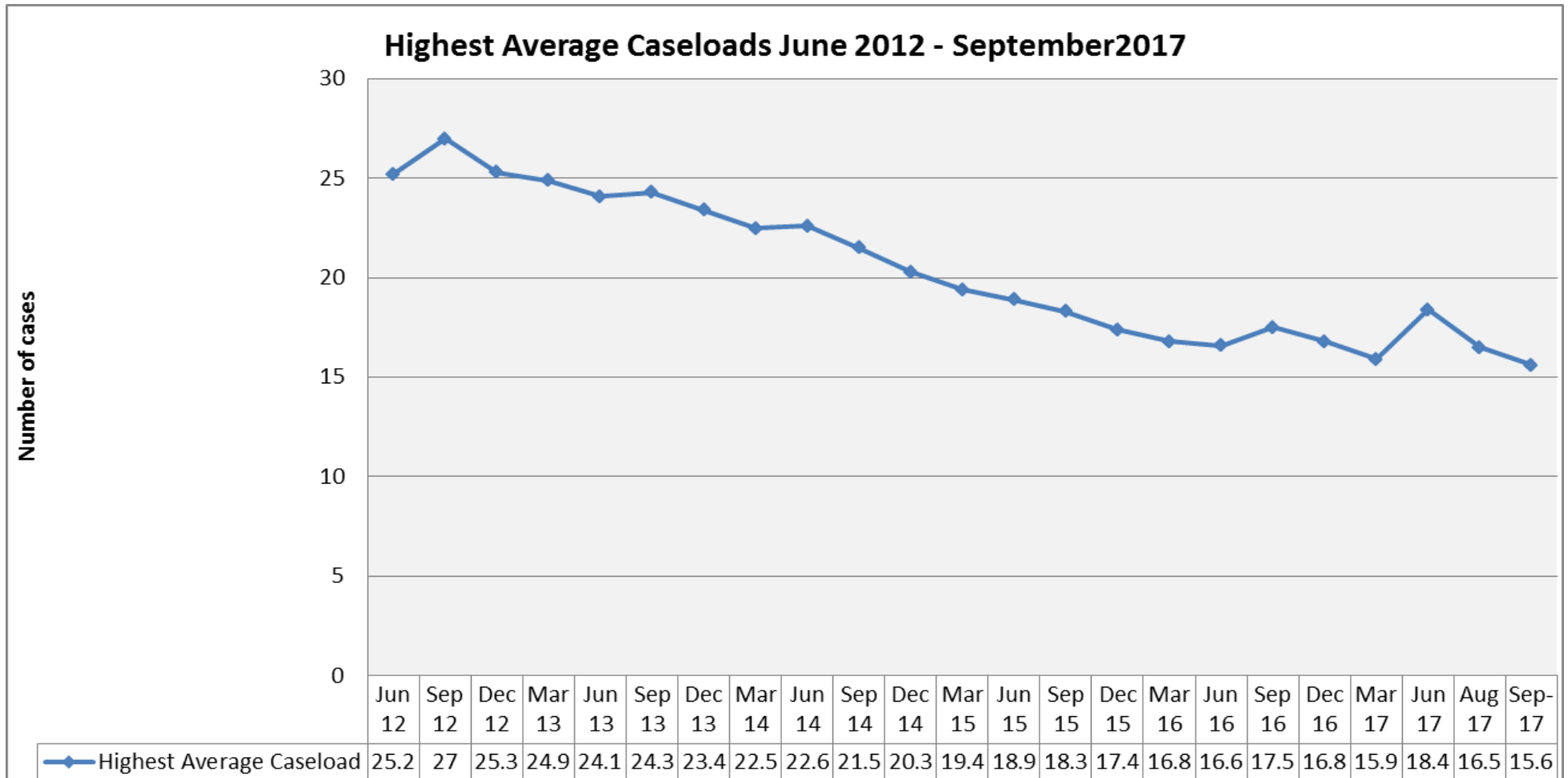
- **Priority Indicator 7 – The Number of Cases ‘Stepped Down / Stepped Up’ between Team Around the Family (TAF) and CYPS**



- **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 (Qualified Workers): June 2012 – September 2017



Section 4: Compliments and Complaints – Social Services, Health & Housing – Children’s Services ONLY

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.

Page 12/14

	PI Description	Full Year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
1	<u>Total Complaints - Stage 1</u>	19	12	12	↔
	a - Complaints - Stage 1 upheld	7	2	2	
	b - Complaints - Stage 1 <u>not</u> upheld	4	1	2	
	c - Complaints - Stage 1 partially upheld	2	1	2	
	d - Complaints - Stage 1 other (incl. neither upheld/not upheld; withdrawn; passed to other agency; on-going)	6	8	6	

No	PI Description	Full Year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
2	<u>Total Complaints - Stage 2</u>	2	1	1	↔
	a - Complaints - Stage 2 upheld	0	0	0	
	b - Complaints - Stage 2 <u>not</u> upheld	1	1	1	
	c- Complaints - Stage 2 partially upheld	1	0	0	
Page 145	<u>Total - Ombudsman investigations</u>	0	0	0	↔
	a - Complaints - Ombudsman investigations upheld	-	-	-	
	b - Complaints - Ombudsman investigations <u>not</u> upheld	-	-	-	
4	Number of Compliments	23	11	4	↓
<p>Narrative 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>					

Section 5: Quality Assurance Audit Overview Report (1st July 2017 – 30th September 2017)

Quarter 2 – Audit Overview Report

Quality Assurance Audits

Quality Assurance Audits take place on a monthly basis within Children and Young People Services. This report gives an overview of the thematic audits undertaken in quarter 1, what is working well, what we will improve and by what methods. An audit sub group meets weekly to monitor progress and create thematic audit tools for use each month. Each tool devised is circulated and ratified at the Children's Services Managers Group prior to audits being completed. Audit days take place once a month in the Quays IT room with team managers collectively auditing and analysing themes arising.

At the end of each audit day attendees are asked to fill out a basic feedback form which rates aspects of the day itself and the audit tool used, along with suggestions for improvements and any general comments. Feedback from auditors attending the audit day has been very positive over the 2nd quarter in relation to the venue, facilities and audit tools used.

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

During this quarter in addition to the above thematic audits undertaken by team managers/deputy managers, we have also undertaken an additional audit with social workers from across the different teams in Children and Young People Services. In these audits the focus is on the audit experience gained by the attending social worker. Over the last 18 months as we have implemented across the service outcome focussed plans in line with the Social Services and Wellbeing Act 2017, and we took the opportunity to involve social workers in auditing the new outcome plans created across the service. We have found that the process of looking at a number of different plans written by different social workers/support workers has provided them with a unique viewpoint of understanding what an effective plan looks like as well as auditing plans which they felt could be improved. Every social worker who has attended one of these sessions feels that as a result of these peer reviews their own practice will or has improved.

What are we doing well?

We've identified through the audit process what is working well and have highlighted many good working practices evident across the Social Services IT System.

In the Placement Breakdown/Move audit we found that:

- In all of the cases audited there was evidence of good management oversight either through supervision, case consultations or through the placement referral records
- In 92% of the cases audited a LAC review was held within 28 days of the move, this is a high percentage given that 61% of the cases it took over 7 days to instigate the change of circs which would notify the IRO. This demonstrates that there is good communication between the social worker and IRO when there is a change of placement
- Auditors felt that there was good evidence of the child/young person's wishes and feelings being documented
- Auditors felt that there were clear risks identified with good actions taken quickly where needed
- There were placement referral records in over two thirds of the cases audited, however we need to be clear that for all moves there must be a PRR in existence.

In the Outcome Focussed Plans audit we found that:

- In 94% of the cases audited the plan was appropriately updated at each review point e.g. LAC review, CP Conference, Core Group, etc
- In 91% of the cases, auditors felt the plans were child focussed, this is 13% increase since the previous audit
- The plans were clearly outcome focussed and not service led in 94% of the cases audited, this is a 21% increase from the previous audit
- Appropriate risks and strengths were identified in 93% of the cases audited which is a 5% increase from the previous audit
- In 89% of the cases audited it was clear what needed to happen to progress the plan, this is an increase of 30%
- 91% of the cases audited had a wellbeing category identified with 65% having a score, in the previous audit this was a combined question which resulted in 62% of the cases having a category *AND* scoring
- In 72% of the cases audited there was evidence of parent/carer views, this is an increase of 8% from the previous audit
- Of the initial child protection conference cases audited 71% of these plans were developed at the first core group, this is a massive 46% increase from the previous audit.

In the Personal Outcomes audit we found that:

- It is evident from the audit that teams were making good attempts to create personal outcomes on the child/young person's case file
- In 85% of the cases audited the outcomes were personalised and related to the individual's personal circumstances
- In 67% of the cases audited the personal outcomes were focussed on helping the child/young person
- In 93% of the cases audited it was felt that the outcomes were not over complicated
- Out of the cases where there were closed personal outcomes 75% of those were closed as the personal outcome was achieved

- In 77% of the cases audited the personal outcomes were reflected in the outcome plan with 73% evidencing that service provisions had been put in place to help achieve them
- In 80% of the cases audited it was evident that the local authority was supporting the individual to achieve their personal outcomes

What will we improve?

1. For placement breakdown/unplanned move cases, they will be scrutinised within panel wherever possible where there are moves/breakdowns
2. When there is a change of placement we will ensure the timely submission of the change of circumstance
3. Strengthen the links between the Fostering IT system and the Childrens IT system
4. Revise the placement breakdown/unplanned move audit tool to include a question on the child/young person's wishes and feelings when this audit is repeated
5. Where possible provide specific foster carer training to help support placements
6. We will improve on the circulation rate of the child/young person outcome plans
7. We will improve the number of child/young person comments on the outcome plan although this has improved from the previous audit
8. We will ensure that parties to the plan is routinely completed on the outcome plan
9. We will increase the number of reviews on personal outcomes
10. We will ensure that all aspects of the personal outcome system is completed
11. A higher number of the personal outcomes will be focussed on changing a behaviour
12. We will be more specific when creating personal outcomes and will not generalise
13. We will assist practitioners in identifying the difference of personal and plan outcomes

How will we do this?

- Through developing the IT system to reflect and record the information we want to evidence

- By changing, communicating and reinforcing to staff processes and procedures to follow
- By holding training sessions for staff on specific areas of the system where new processes have been introduced
- By direct feedback on individual cases to the responsible team manager and case worker
- By looking at the way we encourage engagement and participation of children, young people and their parents/carers
- Through circulation of audit tools to all practitioners to enable them to have an understanding of the areas auditors are looking at which will become evident in future audits on the same topic
- By discussing and ratifying proposed changes and improvements through the Practice Improvement Group which is attended by a representative from all teams
- By circulating the thematic audit reports to all staff for their information
- By having a transparent quality assurance audit process in place which is responsive to suggestion and change

What have we learnt?

In this second quarter from each of the audits undertaken we have identified clear areas in each of the audit themes that we will improve, work is being undertaken to achieve this and will be guided by the Quality Assurance Group. The Quality Assurance Group is responsible for allocating lead officers to complete actions and for reviewing the progress of these actions. We have evidenced in the completed audit tools on individual cases good working practices and embedded principles within the service.

This placement breakdown/unplanned move audit has revealed good working practices and some areas we can improve. Resoundingly, all cases that were audited have shown that there was regular and good management oversight of these cases. This audit has given a valuable insight into the good work that is being done across the service; case managing teams, IRO's and Fostering and has highlighted areas that we can improve on to ensure we are doing everything we can to support Looked After Children in their placements.

In the Outcome Plan audit we have learnt that considerable progress has been evidenced since the previous audit undertaken in March 2017 and this should be shared as evidence of the effective change in working practices towards the new Social

Services and Wellbeing Act that are now embedding across the service. We have seen a marked improvement in many of the areas highlighted in the March audit which needs to be shared with the whole service as recognition of what has been achieved.

The Personal Outcome audit revealed that it is evident that workers across the service are making good efforts at identifying and recording personal outcomes. However, we need to ensure that the outcomes are regularly and consistently reviewed to be meaningful indicators of progress towards an individual achieving their personal outcomes. It was good to evidence that in a high majority of the cases that the local authority was supporting individuals in achieving their personal outcomes. There is a Team Manager and Performance Management Group that meets bi-weekly and part of the group's remit is to focus on audit actions that are ratified in the Quality Assurance Group, this is a succinct process which is currently working well to proactively driving forward the changes.

To promote reflective learning within the service, the good practice and areas for improvement identified within each audit and the individual case file audit forms will be shared with the appropriate Team Managers and the workers involved in the case, this is done either on a 1:1 basis or through group sessions.

Next Steps?

Our effective auditing process is identifying key themes on good practice and areas we will improve, post audit we have mechanisms in place for following through on actions identified. Actions identified from each audit are transferred to an audit action register whereby individual actions are discussed and agreed at each Quality Assurance Group, this allows us to monitor desired outcomes and progress. This gives a transparent view on the service, what we recognise is working well, what we will improve, how we will do it and when it will be in place. All audit tools and reports are disseminated to the teams within Children and Young People Services, this provides staff with information on good practice and areas for improvement, it also provides a visual audit tool for staff that can be referenced in the everyday tasks completed. As the audit process is well established across Children and Young People Services, the Quality Assurance Group will also be taking forward lessons learned from other sources such as the citizen survey, staff survey and the complaints received.

Quality and Audit Coordinator – Mel Weaver

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NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Social Care, Health & Wellbeing Cabinet Board

30th November 2017

REPORT OF THE HEAD OF COMMISSIONING, SUPPORT AND DIRECT SERVICES – A. Thomas

Matter for Monitoring

Wards Affected: ALL

Report Title

**Quarterly Performance Management Data 2017/18 - Quarter 2
Performance (1st April 2017 – 30th September 2017).**

Purpose of the Report

To report performance management data for Quarter 2 (1st April 2017 to 30th September 2017) for Social Services, Health & Housing Directorate. This will enable the Social Care, Health and Wellbeing Cabinet Board and Scrutiny Members to discharge their functions in relation to performance management.

Background

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.

Financial Impact

No financial impact.

Equality Impact Assessment

This report is not subject to an Equality Impact Assessment.

Workforce Impacts

No workforce impact.

Legal Impacts

This Report is prepared under Section 15(3) of the Local Government (Wales) Measure 2009 and discharges the Council's duties under sections 2(1), 3(2), 8(7) and 13(1).

This progress report is prepared under:

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".

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

Failure to produce this report could result in undetected poor performance throughout Adult Social Care, Health and Housing.

Consultation

No requirement to consult.

Recommendations

Members monitor performance contained within this report.

Reasons for Proposed Decision

Matter for monitoring. No decision required.

Implementation of Decision

No decision required.

Appendices

Appendix 1 - Quarterly Performance Management Data 2017/18 Quarter 2 Performance (1st April 2017 – 30th September 2017).

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Quarterly Performance Management Data 2017/18 – Quarter 2 Performance (1st April 2017– 30th September 2017)

Report Contents:

Section 1: Key Points

Section 2: Quarterly Performance Management Data and Performance Key

Section 1: Key Points

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. All Wales 2016/17 comparison data has been included where made available by Welsh Government.

Homelessness:

The previously reported 2016/17 year end data was generally found to be under-reported by the service's database. In this context, the data for quarter 2 still appears generally low so our IT colleagues have been asked to look at this issue. Good progress has been made but the issue is still on going. We anticipate reporting accurate data in quarter 3.

2017/18 – Adult Services & Complaints
Quarter 2
Performance (1st April 2017 – 30th September 2017)

	Performance Key
☺	Maximum Performance
↑	Performance has improved
↔	Performance has been maintained
v	Performance is within 5% of previous years 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.

1. Social Care – Adult 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	PAM/024	Percentage of adults satisfied with their care and support	N/a New						
<i>This measure will be taken from the Adult and Carer's citizen survey for 2017-18 which will not be available until Q4.</i>									
2	PAM/025	The rate of people kept in hospital while waiting for social care per 1,000 population aged 75+	4.36	3.88	2.80	3.60	1.26	↑	
3	PAM/026	Percentage of carers that feel supported	N/a New						
<i>This measure will be taken from the Adult and Carer's citizen survey for 2017/18 which will not be available until Q4.</i>									
Page 159	PI/1	No. 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	↓	
<i>Reduction is due to changes in the way that the data is collected, as instructed by WG.</i>									
5	PI/2	No. of assessments of need for care and support undertaken during the year;	N/a New	1,548		364	584	↑	
6	PI/2(i)	<i>Of which, the number of assessments that led to a care and support plan</i>	N/a New	1,206		303	500	↑	
7	PI/3	No. of assessments of need for support for carers undertaken during the year;	N/a New	355		173	153	↓	

8	PI/3(i)	<i>Of which; the number of assessments that led to a support plan</i>		N/a New	16		12	4	↓
<i>It is difficult to gauge 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.</i>									
9	PI/4	No. of carer assessments that were refused by carers during the year		N/a New	73		42	28	↑
10	PI/5	No. 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	↔
11	PI/5(i)	<i>Of which; the number of assessments that led to a care and support plan</i>		N/a New	0		0	0	↔
Page 21 60	PI/6	No. of requests for re-assessment of need for care and support and need for support made by and adult during the year	<i>a) In the secure estate</i>	N/a New	0		0	0	↔
			<i>b) All other adults and carers</i>		0		0	0	↔
13	PI/6(i)	<i>Of which, the number of re-assessment undertaken on;</i>	<i>a) In the secure estate</i>	N/a New	0		0	0	↔
			<i>b) All other adults and carers</i>		0		0	0	↔
14	PI/6(ii)	<i>Of which; the number of re-assessments that led to a care and support plan or a support plan on;</i>	<i>a) In the secure estate</i>	N/a New	0		0	0	↔
			<i>b) All other adults and carers</i>		0		0	0	↔
15	PI/7	No. of care and support plans and support plans that were reviewed during the year.		N/a New	2,004		759	661	↓

Plans are in place to improve the performance of this PI 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%.

16	PI/7(i)	Of which; the number of plans that were reviewed within timescale	N/a New	1,050		352	406	↑
16	PI/8	No. 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		Systems being developed to capture this data	0	—
17	PI/8 (i)	Of which, the number of reviews undertaken	N/a New	9		Systems being developed to capture this data	0	—
18	PI/9	No. 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	—
19	PI/10	No. of adults who received care and support who were in employment during the year	N/a New	16		10	15	—
20	PI/11	No. of adults with a care and support plan who received adult social care during the year e.g. Homecare, Day Care, Respite, Reablement, Adaptations, Direct Payments, Adult Care Homes, Telecare etc.	N/a New	2,567		2,937	2,822	↑
21	PI/12	No. 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	↑
22	PI/13	No. 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	↓
23	PI/14	No. 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.

24	Measure 19	The rate of delayed transfers if care for social care reasons per 1,000 population aged 75 or over	4.36	3.88	2.80	3.60	1.26	↑
25	Measure 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	28%	Systems were being developed to capture this data	19.4% (7 of 36)	—
26	Measure 20b	The percentage of adults who completed a period of Reablement and have no package of support 6 months later	N/a New		72.3%	Systems were being developed to capture this data	36.1% (13 of 36)	—
27	Measure 21	The average length of time in calendar days, adults (aged 65 or over) are supported in residential care homes	N/a New	819 (477 of 390,757)	800.8	784	774 (490 of 379,387)	↑
28	Measure 22	Average age of adults entering residential care homes	N/a New	83 (184 of 15,290)	82.8	83	83 (101 of 8,345)	↔
29	Measure 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 to capture this data	67.7%	Systems being developed to capture this data	Systems being developed to capture this 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
	PAM/012 (PAM)	Percentage of households successfully prevented from becoming homeless	52.2%	55% (196 of 359)		Data not reported until quarter 3	Data not reported until quarter 3	—
	HOS/003 (Local)	The percentage of households for which homelessness was successfully relieved	45.7%	42% (180 of 425)	41%			—
	HOS/004 (Local)	The percentage of those households for which a final duty was successfully discharged	54.5%	65% (63 of 97)	81%			—
	HOS/005 (Local)	The overall percentage of successful outcomes for assisted households	45.8%	50% (439 of 881)	54%			—

Section 3: Compliments and Complaints – Social Services, Health & Housing – (ADULT & BUSINESS SUPPORT SERVICES ONLY). 2017/18 – Quarter 2 (1st April 2017 to 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.

Page 164	PI Description	Full Year	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
1	<u>Total Complaints - Stage 1</u>	37	20	9	↑
	a - Complaints - Stage 1 upheld	14	3	2	
	b - Complaints - Stage 1 <u>not</u> upheld	10	6	3	
	c - Complaints - Stage 1 partially upheld	2	1	1	
	d - Complaints - Stage 1 other (incl. neither upheld/not upheld; withdrawn; passed to other agency; on-going)	11	10	3	

No	PI Description	Full Year 2016/17	Quarter 2 2016/17	Quarter 2 2017/18	Direction of Improvement
2	<u>Total Complaints - Stage 2</u>	2	2	1	↑
	a - Complaints - Stage 2 upheld	1	0	0	
	b - Complaints - Stage 2 <u>not</u> upheld	0	1	0	
	c- Complaints - Stage 2 partially upheld	1	1	1	
Page 165	<u>Total - Ombudsman investigations</u>	0	0	0	↔
	a - Complaints - Ombudsman investigations upheld	-	-	-	
	b - Complaints - Ombudsman investigations <u>not</u> upheld	-	-	-	
4	Number of Compliments	25	9	13	↑

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.

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.

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.

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SOCIAL SERVICES, HEALTH & HOUSING SCRUTINY COMMITTEE 30th NOVEMBER 2017

REPORT OF THE HEAD OF COMMISSIONING, SUPPORT AND DIRECT SERVICES - A. Thomas

Matter for Monitoring

Wards Affected: All

SOCIAL SERVICES COMPLAINTS AND REPRESENTATIONS ANNUAL REPORT 2016-17

Purpose of Report

To report on the operation of the Directorate's Complaints and Representation procedures from 1st April 2016 – 31st March 2017, including comparisons, where relevant, against activities in previous years.

Executive Summary

Social Services Departments have been required by statute to operate a complaints and representation procedures since 1991. Neath Port Talbot County Borough Council operates its procedure in line with Welsh Government guidance.

The Annual Report attached as Appendix 1 provides Members with a summary of the representation and complaint activities during 2016-17.

Financial Impact

The work delivered is funded by existing revenue budget.

Equality Impact Assessment

Not Applicable

Workforce Impacts

There are no workforce impacts associated with this report.

Legal Impacts

There are no legal impacts associated with this report.

Risk Management

A Risk Matrix for the Directorate has been prepared which incorporates the risk within this service area.

Consultation Outcome

Not applicable.

Sustainability Appraisal

Not applicable.

Recommendation

This item is for monitoring purposes.

Reasons for Proposed Decision

Not applicable.

Implementation of Decision

Not applicable.

Appendices

Appendix 1 - Social Services Representations and Complaints Annual Report 2016-17.

List of Background Papers

A Guide to Handling Complaints & Representations by Local Authority Social Services – Welsh Government (August 2014).

Officer Contact

Leighton Jones, Business Support Manager (Designated Complaints Officer)

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email: l.jones@npt.gov.uk

**NEATH PORT TALBOT COUNTY
BOROUGH COUNCIL**

**SOCIAL SERVICES
COMPLAINTS
AND
REPRESENTATIONS**

**ANNUAL REPORT
2016 / 2017**

SOCIAL SERVICES
COMPLAINTS AND REPRESENTATIONS 2016/17

CONTENTS

1. Introduction
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3. Summary of the complaints procedure
4. The Public Services Ombudsman for Wales
5. Member referrals
6. Safeguarding of children and adult protection
7. Statistical information 2016/2017
8. Lessons Learned
9. Achievements in 2016/2017
10. Objectives for 2017/2018
11. Contacts

1. INTRODUCTION

This report covers the period 1st April 2016 to 31st March 2017 and relates to the Children and Young People and Adult Social Care Services, within the Directorate of Social Services, Health and Housing, which jointly comprise the social services function within Neath Port Talbot County Borough Council.

Section 7 of the Local Authority Social Services Act 1970 requires social services authorities to maintain a procedure for considering complaints and representations and the purpose of this report is to provide a review and statistical analysis of the complaints, comments and compliments received by Social Services during the reporting period.

Prior to 1st August 2014, complaints were handled, in accordance with Welsh Government Complaint Guidelines "Listening & Learning" which provided for a three stage complaints procedure. New guidelines were subsequently issued to support 2 new sets of regulations i.e. the Social Services Complaints Procedure (Wales) Regulations 2014 and the Representations Procedure (Wales) Regulations 2014. These introduce a new two stage process which has replaced the previous three stage procedure in order to bring the complaints process into line with the NHS Complaints Procedure.

The introduction of the new regulations was an opportunity for Officers to re-visit the Directorate's complaints processes, including new procedures to reflect the changes; the emphasis is more on monitoring processes, improved performance reports and improvements on how lessons are learned. The process is supported by a complaints database which supports the performance and statistical information.

Training has been provided to Senior Officers, Team Managers, as well as front-line social work staff.

2. WHY DO PEOPLE COMPLAIN?

The most common reasons reported for making a complaint include:-

- To be heard;
- That concerns be recognised, acknowledged and taken seriously;
- That appropriate action be taken to remedy problems and avoid similar incidents in the future;
- To receive an apology;

3. SUMMARY OF THE COMPLAINTS PROCEDURE

The Social Services Complaints and Representations Procedure is based upon the good practice guidance issued to support the new regulations stated above.

The procedure is available to ensure that everyone who makes a complaint about social services in Neath Port Talbot has a right to be listened to properly. Their best interests must be safeguarded and promoted. Their views, wishes and feelings must be heard. Their concerns should be resolved quickly and effectively.

The procedure is a positive response by the Directorate to create an atmosphere of partnership and participation with users of services. They are also established to protect the rights of the service users.

It is the Directorate's policy that all complaints must be resolved as quickly as possible and as close to the point of delivery as is possible. The aim is to resolve complaints, informally at a local level, with speed, fairness and understanding.

There are two stages to the procedure which covers both adult and children's complaints.

Stage 1: Local Resolution

The policy and procedure aims to ensure that people who complain have their concerns resolved swiftly and, wherever possible, by the people who provide the service locally.

The complainant/service user is provided with the opportunity to discuss their concerns with local staff and management. A written response must be provided by the manager within 10 working days of the date of receipt of the complaint. The timescale can be extended for a further 10 working days with the agreement of the complainant.

Stage 2: Formal Consideration

Where a complaint cannot be resolved at Stage 1, it will automatically be referred to Stage 2. An Investigating Officer (who is independent of the service complained about) is appointed by the Director (or their representative) to investigate the matter. In the case of children's complaints, an Independent Person (not employed by the Authority) is also appointed to oversee the investigation process in accordance with statutory requirements (Children Act 1989).

The Investigating Officer produces an investigation report. A formal written response (which will include reference to any recommended action(s)) is then provided to the complainant by the Director.

Completion of the investigation, the investigation report and the response should be achieved within the timescale of 25 working days. Again, an extension can be made with the agreement of the complainant but must not exceed a period of 6 months.

4. THE PUBLIC SERVICES OMBUDSMAN FOR WALES

The Public Services Ombudsman for Wales provides an external independent service for the purpose of considering complaints made by members of the public in relation to all local authority services, including social services. The Public Services Ombudsman also has jurisdiction to examine and determine complaints of injustice as a result of maladministration on the part of the local authority.

The Ombudsman will normally require complainants to have sought redress, in the first instance, via the local authority's complaints procedure prior to accepting and investigating a complaint of maladministration on the part of the local authority.

5. MEMBER REFERRALS

The Complaints and Representations Procedure does not preclude the right of an individual to approach their Local Councillor, Assembly Member or Member of Parliament. They undertake an important role in handling concerns and queries that individual constituents may have. Collectively, these are called Member referrals and they can range from comments and queries to complaints.

If an elected Member does not consider it to be appropriate to deal with a concern, the matter can be referred to be dealt with under the Complaints Procedure.

6. SAFEGUARDING OF CHILDREN AND ADULT PROTECTION

Protecting children and vulnerable adults from abuse has to be the paramount consideration. Child abuse or the abuse of vulnerable adults will include in this context physical abuse, sexual abuse, psychological or emotional abuse, financial or material abuse, and neglect. Appropriate guidance is available relating to both adult and child protection.

Any complaint or representation that raises concerns about child protection should be referred immediately to the Safeguarding of Children Coordinator or, where a criminal act is known or suspected, the police. There should be no complaints

investigation while there is any chance of compromising the Child Protection investigation. This does not rule out aspects of the complaint being pursued at a later date where and when this is right.

Similarly, any complaint that raises concerns about the protection of a vulnerable adult should be referred immediately to the Vulnerable Adult Coordinator. It is for the vulnerable adult protection staff to determine whether the adult protection process should be triggered. There should be no complaints investigation while there is any chance of compromising the adult protection investigation. Again, this does not rule out aspects of the complaint being pursued at a later date, where and when this is right.

7. STATISTICAL INFORMATION 2016/2017

Number of Representations Received

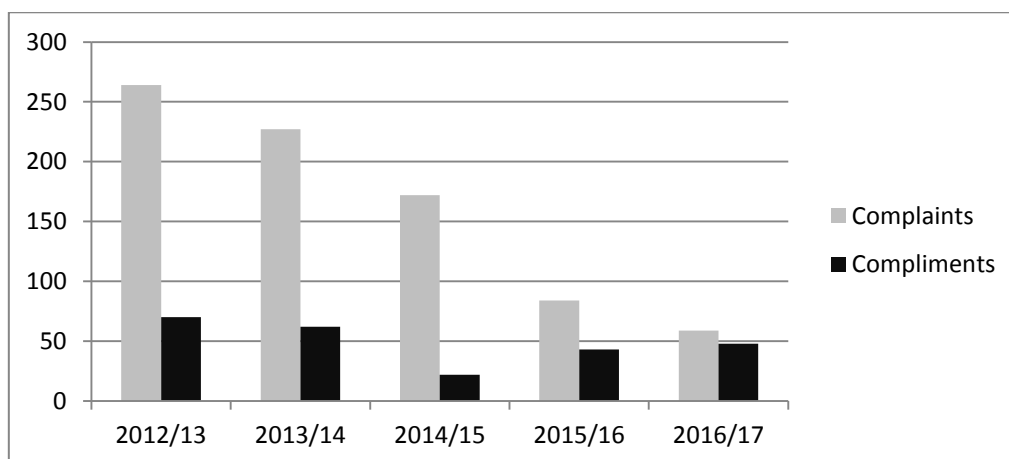
The following information provides details of the number of representations (complaints and compliments), received in relation to the delivery of social services during the reporting period:

Table 1 – Number of Representations Received 2016/2017

	Complaints	Compliments	Total
Adult Services	36	23	59
Children’s Services	20	23	43
Business Strategy	3	2	5

The following table provides a comparison with previous reporting periods.

Table 2 - Number of Representations Received - Year-on-Year Comparison



Stages at which complaints were resolved

Table 3 - Statutory Complaints Procedure 2016/17

	Adult Services	Children's Services	Business Strategy
Stage 1	34	19	3
Stage 2	2	1	0

Timescales for Completion of Complaints (Stage 1)

As mentioned earlier in the report, the timescale for completion of Stage 1 complaints is 10 working days.

As can be seen from Table 4, during 2016/17, 24% of formal Stage 1 complaints were responded to within the agreed extension time.

It should be noted that there are genuine reasons for being unable to meet the prescribed timescales, for example, some cases can take longer due to the complexity of the issues raised and the need to ensure that cases are thoroughly investigated. In these cases, an extension to the timescale (of a further 10 working days) is normally agreed with the complainant. In the case of more complex complaints, the Directorate aims to provide a response within 6 months.

Table 4 - Timescales for Completion of Stage 1 Complaints

	Response within (working days):	
	2016/17 10 days	2016/17 10+ days
Adult Services	8	26
Children's Services	5	14
Business Strategy	0	3
Total	13	43

On-going training delivered to managers and their teams encourage staff to give high priority to achieving swift and effective resolution whilst also linking an understanding of the procedure to quality and service improvement. The Complaints Team continues to work closely with managers to improve response times, where required.

Outcomes

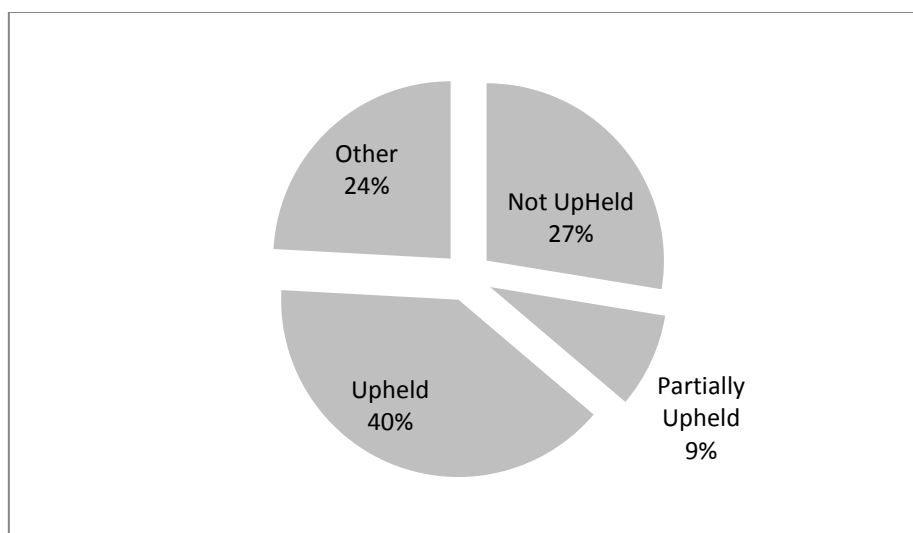
The Directorate records outcomes to complaints, therefore, each complaint outcome is identified within one of the following categories:-

- Upheld
- Partially Upheld
- Not Upheld

The focus upon outcomes is seen as an important aspect and is utilised in measuring performance, learning from complaints and continuously improving services. Outcomes for each service area have been recorded during 2016/17 as follows:

Table 5 – Complaint Outcomes 2016/17

	Adult Services	Children's Services	Business Strategy
Not Upheld	10	5	1
Partially Upheld	3	2	0
Upheld	14	8	1
Other	9	5	1



How Complaints were resolved

A variety of methods were used to resolve complaints. Each complaint was considered separately and the most appropriate method of resolution applied.

Methods included:-

- Liaison by complaints officers with senior managers to identify/agree immediate resolution;
- Senior managers meeting with complainants to discuss their concerns;
- Provision of explanation (written) as to reasons for decisions;
- Provision of an apology (written), where appropriate;
- Action taken to change a decision;
- Independent investigation; and
- Mediation.

All statutory complaints received a written response offering an explanation, outlining recommendations and/or identifying corrective action. Those complaints found to have been upheld or partially upheld received a written apology.

Complaints found to have been not upheld did not normally involve provision of a written apology, although, in some cases, it was appropriate to apologise for a particular aspect if there was a need to focus upon individual learning issues highlighted as a result of the complaint.

Nature/Range of Complaints

Examples of the most common complaints received were as follows:

- Quality/Level of Service/Standard of Care
- Staff Attitude/Conduct
- Missed/Late Appointments/Times of Visits
- Lack of/poor communication
- Unacceptable delays
- Disagreement with Assessment/Care Plan
- Poor advice/misinformation
- Disagreement with policy/procedure
- Inaccuracies in Social Work Reports/Statements

Corporate Complaints Procedure

There are instances whereby aspects of a complaint do not fall within the remit of the social services statutory complaints procedure and, in such cases, the Authority's Corporate Complaints Procedure is utilised.

Complaints Resolved at the pre-Complaints Procedure stage

The Complaints Office also carries out a significant amount of work in dealing with and resolving concerns at source, for example, in cases whereby the issues raised are

able to be immediately resolved and do not require being formally addressed at Stage One. This involves Complaints Office staff ensuring that they liaise quickly with appropriate Team Managers to identify and agree swift actions to be taken so as to resolve concerns immediately.

This is an area where significant improvements have been made by the individual service areas to ensure these complaints are dealt with appropriately and effectively.

Welsh Language

There have been **NO complaints** received during this reporting period that have been communicated via the medium of Welsh, nor has there been any complaints in relation to the Welsh language/Welsh Standards.

Compliments

Compliments are also regarded as important information that can be used to identify good practice. Compliments are therefore reported centrally and the statistics included in management reports.

Table 6 – Compliment Examples

A selection of the compliments received during 2016/17 are set out below:

Adult Services
Thank you for all the support and the service you have provided it has been a great help, I really appreciate it. (Assistive Technology)
The Rapid Response Team are very efficient, the Team of girls are very kind and helpful. They offer to help in any way. I am very grateful and don't know what I would do if they weren't here. (Rapid Response)
Children's Services
Just wanted to highlight that I found T's conference report to be informative and balanced. The report is of a high standard and it helped focus the discussion. P also did a good job verbally presenting the info and seemed confident and articulate. (from Court proceedings)
I just wanted to thank you for allowing Y to support the family in the extended transition to Adult Services. Y's dedication and support has been significant to the whole family and has ensured that we function through the difficult times. (Child Disability)
Business Strategy
I wanted to express my appreciation of the responsive and flexible support I have had from our Business Team in the Laurels over a difficult period. It has made a significant difference and the "can do" problem solving approach alongside a calm and friendly interaction with my frequent requests outside business as usual is particularly important. (Business Support – The Laurels)

8. LESSONS LEARNED

Evaluation of the information generated from complaints has highlighted a range of actions to be taken to improve services for clients. Action plans are formulated to reflect the actions agreed as part of the resolution process. Monitoring of the action plans is undertaken to ensure that actions are implemented.

9. ACHIEVEMENTS IN 2016/2017

Achievements during 2016/17 include:-

- Improved relationship with Senior Officers, Team Managers and front-line social work teams resulting in quicker resolution at a 'local' level;
- Decrease in number of Stage 1 complaints compared to 2014/15;
- Increase in number of compliments received in comparison to 2014/15;
- Review and upgrade of the complaints database;
- Improved performance information / data;

10. OBJECTIVES FOR 2017/2018

Plans for 2017/18 include:

- To maintain management oversight of Directorate wide compliments and complaints and specific adherence with statutory guidelines.
 - To review the performance information/data to be extracted from the database.
- Build upon relationships with key service stakeholders.
- Ensure the complaints service continues to meet the requirements of the Social Services & Wellbeing (Wales) Act 2014.
- Raise profile of the Complaints Team.
- Strengthen arrangements surrounding independent investigators.

11. CONTACTS

Designated Complaints Officer,

Neath Port Talbot County Borough Council,
Social Services, Health and Housing Directorate,
Neath Civic Centre, Neath, SA11 3QZ

Tel: 01639 763445 email: complaints@npt.gov.uk

Care & Social Services Inspectorate for Wales,
Government Buildings
Picton Terrace,
Carmarthen SA31 3BT,
Tel: 0300 7900126
email: cssiw.southwest@wales.gsi.gov.uk

Children's Commissioner for Wales,
Oystermouth House, Charter Court,
Phoenix Way, Llansamlet,
Swansea, SA7 9FS.
Tel: 01792 765600 Fax: 01792 765601

Commissioner for Older People
Cambrain Buildings,
Mount Stuart Square, Butetown,
Cardiff, CF10 5FL
Tel: 02920 445030 Fax: 08442 640680
email: ask@OlderPeopleWales.com

Public Services Ombudsman for Wales
1 Ffordd Y Hen Gae,
Pencoed, Bridgend, CF35 5 LJ
Tel: 03007 900203 Fax: 01656 641199
website: www.ombudsman-wales.org.uk

Leighton Jones
Designated Complaints Officer
June 2017