



## **SOCIAL CARE, HEALTH AND WELLBEING CABINET BOARD**

***Immediately Following Scrutiny Committee on  
THURSDAY, 4 APRIL 2019***

***COMMITTEE ROOMS A/B - NEATH CIVIC CENTRE***

1. Appointment of Chairperson
2. Declarations of Interest
3. Minutes of Previous Meeting (*Pages 3 - 8*)
4. Forward Work Programme 18/19 (*Pages 9 - 10*)
5. Western Bay Youth Offending Service Report from HMI Provision (*Pages 11 - 50*)  
  
*Report of the Director of Social Services, Health and Housing*
6. Deferred Payments Policy (*Pages 51 - 96*)  
  
*Report of the Director of Social Services, Health and Housing*
7. Social Services, Health and Housing - Staff Survey 2019 (*Pages 97 - 118*)  
  
*Report of the Director of Social Services, Health and Housing*
8. Urgent Items  
Any urgent items (whether public or exempt) at the discretion of the Chairperson pursuant to Statutory Instrument 2001 No 2290 (as amended).

9. Access to Meetings  
To resolve to exclude the public for the following items pursuant to Regulation 4 (3) and (5) of Statutory Instrument 2001. No. 2290 and the relevant exempt paragraphs of Part 4 of Schedule 12A to the Local Government Act 1972.

## **Part 2**

10. Contractual Arrangements for the Provision of Short Breaks for Disabled Children (Exempt Under - Paragraph 14)  
*(Pages 119 - 124)*

*Private Report of the Head of Children and Young People Services*

11. The Manager's Report on Hillside Secure Children's Home (Exempt Under Paragraph 13 *(Pages 125 - 140)*)

*Private Report of the Head of Children and Young People Services*

**S.Phillips**  
**Chief Executive**

**Civic Centre**  
**Port Talbot**

29 April 2019

### **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 Democratic Services staff.*
- (2) *The views of the earlier Scrutiny Committee are to be taken into account in arriving at decisions (pre decision scrutiny process). The Chairperson and Vice Chairperson of the relevant Scrutiny Committee will be invited to be present at this meeting.*

**EXECUTIVE DECISION RECORD**

**7 MARCH 2019**

**SOCIAL CARE, HEALTH AND WELLBEING CABINET BOARD**

**Cabinet Members:**

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

**Officers in Attendance:**

A.Jarrett, A.Thomas, J.Hodges and J.Woodman-Ralph

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1. **APPOINTMENT OF CHAIRPERSON**

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

2. **MINUTES OF PREVIOUS MEETING**

That the minutes of the meetings held on the 10 January 2019 and 7 February 2019 be approved.

3. **FORWARD WORK PROGRAMME 18/19**

Noted by Committee

4. **REVISED ADULT SERVICES ASSISTED TRANSPORT POLICY**

Members were supportive of the proposals suggested by the Social Care, Health and Wellbeing Scrutiny Committee held prior to this meeting as detailed below.

**Decision:**

Having given due regard to the Equality Impact Assessment, approval be granted to undertake a consultation on the Adult Services Equitability of Service Provision Policy as detailed in Appendix 1 to the circulated report subject to the following:

1. That an easy read version of the policy be created;
2. That the wording around accessibility to transport based on receipt of mobility allowance be clarified.

**Reason for Decision:**

To take into account the social care resources available when undertaking an assessment or reassessment of individuals' needs, to ensure a sustainable range of good quality adult social care services are available to meet the needs of the most vulnerable citizens of Neath Port Talbot, and contribute towards the budgetary savings identified in the Council's Forward Financial Plan.

**Implementation of Decision:**

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

5. **ADULT SERVICES EQUITABILITY OF SERVICE PROVISION POLICY**

Members were supportive of the proposals suggested by the Social Care, Health and Wellbeing Scrutiny Committee held prior to this meeting as detailed below.

**Decision:**

Having given due regard to the Equality Impact Assessment, approval be granted to undertake consultation on the Adult Services Equitability of Service Provision Policy as detailed in Appendix 1 to the circulated report. Subject to the creation of an Easy Read version of the Policy.

**Reason for Decision:**

To take into account the social care resources available when undertaking an assessment or reassessment of individuals' needs, to ensure a sustainable range of good quality adult social care services are available to meet the needs of the most vulnerable citizens of Neath Port Talbot, and contribute towards the budgetary savings identified in the Council's Forward Financial Plan.

**Implementation of Decision:**

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

6. **CHILDREN AND YOUNG PEOPLE AND ADULT SERVICES - 3RD QUARTER (2018 - 19) PERFORMANCE REPORT**

**Decision:**

That the report be noted.

7. **ACCESS TO MEETINGS**

**Decision:**

That pursuant to Regulation 4 (3) and (5) of Statutory Instrument 2001 No. 2290, the public be excluded for the following item of business which involved the likely disclosure of exempt information as defined in Paragraph 14 of Part 4 of Schedule 12A to the Local Government Act 1972.

8. **ANNUAL UPDATE ON THE SUPPORTING PEOPLE LOCAL COMMISSIONING PLAN AND 2019/20 CONTRACTUAL ARRANGEMENTS FOR THE SUPPORTING PEOPLE PROGRAMME GRANT (EXEMPT UNDER PARAGRAPH 14)**

**Decisions:**

1. That the Supporting People Local Commissioning Plan Annual Update for 2019 be endorsed;
2. That the progress to date be noted;

3. That the Head of Adult Services be granted delegated authority to enter into new interim contractual arrangements with existing providers whose contracts expire on 31 March 2019 for a period of up to 12 months, subject to a 3 month notice period.
4. If required approval be granted for Officers to commence any public consultation to support the recommissioning and procurement of services;
5. That approval be granted to undertake competitive procurement exercises to re-commission the following Supporting People Programme Grant funded services. These would be in addition to both Mental Health and Domestic Abuse Services previously approved by Members:
  - Extra Care Services (working jointly with Social Services colleagues)
  - Substance Misuse Services (working jointly with Partnership and Community Cohesion colleagues)
6. That the Head of Adult Services be granted delegated authority to enter into new contracts with the bidder(s) evaluated as offering the most economically advantageous tender (taking into account the quality and cost of the bids) in respect of each of the Supporting People Programme Grant funded services that are competitively tendered.

**Reasons for Decisions:**

1. The Annual Review sets out the Council's strategic priorities in 2019 for key partners and stakeholders.
2. Permission to enter into new interim contractual arrangements with those providers who's contract will end on 31 March 2019 will ensure that there is a continuing contractual basis to make payment for these vital front-line support services whilst ongoing procurement exercises take place. This will ensure existing service user's provision is not disrupted.
3. Commencing procurement processes to re-commission services and entering into contracts with the successful bidder(s) will ensure that services purchased by the

Council are of high quality, strategically relevant to the requirements of the Supporting People Programme Grant conditions, best placed to meet changing needs and demands of the local population and achieves best value for money.

**Implementation of Decisions:**

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

**CHAIRPERSON**

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Social Care, Health and Wellbeing Cabinet Committee

**2018/2019 FORWARD WORK PLAN (DRAFT)**

**SOCIAL CARE, HEALTH AND WELLBEING CABINET BOARD**

<b>DATE</b>	<b>Agenda Items</b>	<b>Type (Decision, Monitoring or Information)</b>	<b>Rotation (Topical, ,Annual, Biannual, Quarterly, Monthly)</b>	<b>CDG/ CMB</b>	<b>Contact Officer/ Head of Service</b>
<b>2 May 19</b>	Consultation on Proposed Respite Policy	Decision	Topical		Chele Howard/ Angela Thomas
	Neath Port Talbot's Plan for Adult Social Care 2018/2021	Decision	Topical		Angela Thomas/ Chele Howard
	Neath Port Talbot's Plan for Children & Young People Services 2018 - 2021	Decision	Topical		Keri Warren/ Chele Howard

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## NEATH PORT TALBOT COUNTY BOROUGH COUNCIL SOCIAL CARE, HEALTH AND WELLBEING COMMITTEE

### REPORT OF THE DIRECTOR OF SOCIAL SERVICES, HEALTH & HOUSING - A. JARRETT

4<sup>th</sup> April 2019

#### **Matter for Information**

**Wards Affected: All**

#### **WESTERN BAY YOUTH OFFENDING SERVICE REPORT FROM HMI PROBATION**

#### **Purpose of the Report**

To present the findings of the inspection of youth offending services in Western Bay undertaken by HM Inspectorate of Probation.

#### **Executive Summary**

The report provides Members with the findings regarding the inspection of youth offending services in Western Bay undertaken by HM Inspectorate of Probation.

#### **Background**

Youth Offending Teams (YOTs) supervise 10-18 year olds who have been sentenced by a court, or who have come to the attention of the police because of their offending behavior but have not been charged, and instead are dealt with out of court.

YOTs are statutory partnerships and are multi-disciplinary, to deal with the needs of the whole child. They are required to have staff from Local Authority Social Care and Education, the police, the National Probation Service and Local Health Board.

The report of the findings and rating can be found in **Appendix 1**.

#### **Financial Impact**

There are no financial impacts arising from this report.

### **Equality Impact assessment**

There is no requirement for an equality impact assessment.

### **Workforce Impacts**

There are no workforce impacts arising from this report.

### **Legal Impacts**

The Council has statutory duties to deliver effective YOTs; there are no legal impacts associated with this report.

### **Risk Management**

After consideration, this is not applicable.

### **Consultation**

There is no requirement for external consultation on this item.

### **Recommendations**

There are no risk management requirements arising from this report.

### **Reasons for Proposed Decision**

N/A

### **Implementation of Decision**

N/A

### **Appendices**

Appendices listed as follows:

- **Appendix 1** – An Inspection of Youth Offending Services in Western Bay.

### **List of Background Papers**

None

**Officer Contact**

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An inspection of youth offending services in

# Western Bay

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HM Inspectorate of Probation

March 2019

This inspection was led by HM Inspector Yvonne McGuckian, supported by a team of inspectors, as well as staff from our operations and research teams. HMI Probation was joined by colleague inspectors from HM Inspectorate of Constabulary, Fire and Rescue Service (HMICFRS), Care Inspectorate Wales (CIW), Healthcare Inspectorate Wales (HIW) and Estyn. The Head of Youth Offending Service Inspections, responsible for this inspection programme, is Alan MacDonald. We would like to thank all those who helped plan and took part in the inspection; without their help and cooperation, the inspection would not have been possible.

Please note that throughout the report, the names in the practice examples have been changed to protect the individual's identity.

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## Foreword

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This inspection is part of our programme of joint inspections of youth offending services. As planned, we have inspected and rated Western Bay Youth Justice and Early Intervention Service across three broad areas: the arrangements for organisational delivery, and the quality of both court disposal and out-of-court disposal work. We have rated Western Bay Youth Justice and Early Intervention Service as 'Inadequate' – our lowest rating.

Western Bay Youth Justice and Early Intervention Service was created in 2014, amalgamating the youth offending services of Swansea, Neath Port Talbot and Bridgend. This joint inspection found that this amalgamation has been implemented poorly and that none of the three local authorities has taken full responsibility for the service. This lies at the heart of many of the problems we identify in this report.

The Management Board does not have a good enough understanding of its role and responsibilities. It is not sufficiently in touch with the work. Inconsistent partnership work and inadequate day-to-day management are resulting in poor casework, with staff lacking the support they need to deliver well. We found some pockets of good practice, including the running of the out-of-court disposal scheme, the intervention centre and the building skills programme. Where good practice happens, this tends to be due to individual efforts and to be built on pre-amalgamation schemes.

The Board has failed to set a clear vision and direction for the service. In its absence, operational managers and staff have been left to firefight and respond to the symptoms of significant systemic problems. Work to help children and young people desist from offending is the strongest area of work, but safety and wellbeing needs are often underestimated. In cases where children and young people have court orders, work to identify, plan, reduce and manage risk of serious harm is poor.

Partnership work, needed to safeguard children and young people with complex needs, is inadequate. We found many examples where it was impossible to tell if children and young people were protected. When issues are identified, the service and partners do not always take necessary safeguarding actions.

We expect the Management Board to take swift action in response to our recommendations to ensure that the service works together to meet the safeguarding and offending needs of children and young people. Critically, work to meet public protection responsibilities needs to be effective.



**Dame Glenys Stacey**

Chief Inspector of Probation

## Overall findings

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Overall Western Bay is rated as: **Inadequate**. This rating has been determined by inspecting the youth justice and early intervention service in three domains of its work. The findings in those domains are described below.

	<b>Organisational delivery</b>
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Our key findings about organisational delivery are as follows:

- The governance and leadership of the service are ineffective. There is no shared vision, understanding of purpose or suitable strategy to provide a high-quality personalised responsive service to children and young people.
- None of the three local authorities involved in the service has taken appropriate responsibility for the work of the service. This has resulted in confusion in processes and procedures, and inconsistent service delivery.
- The Management Board does not understand the needs of this specific group of children and young people, the staff team or the service.
- There is no challenge or accountability. The recently appointed Chair has a developing understanding of the deficiencies of the Board.
- At a strategic level, partnership arrangements are inadequate and do not facilitate the delivery of effective practice, particularly in prevention and post-court work.
- There are some pockets of good work, but these are often due to personal relationships developed between children and young people and individual staff members, not as a result of joint working arrangements. The police provide good support to the service in delivering the out-of-court disposal scheme.

	<b>Court disposals</b>
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Our key findings about court disposals are as follows:

- Safety and wellbeing factors faced by children and young people are often underestimated and are not always planned for. The service and partner agencies do not always undertake actions to reduce vulnerability. Some children and young people are not safe.
- Risk of serious harm is also underestimated; planning in this area is poor and there is too little focus on the needs and wishes of victims.
- Reviewing does not always take place or lead to necessary changes.
- Staff training in the use of the AssetPlus assessment system has not equipped them to use the system well. This affects the quality of their assessments.
- Staff develop good relationships with children and young people and are committed to supporting them.

- Assessment and planning designed to help prevent further offending are the strongest areas of practice.
- Some good interventions are delivered, including substance misuse services and some vocational training.
- Children's and young people's access to health services is poor.



### **Out-of-court disposals**

Our key findings about out-of-court disposals are as follows:

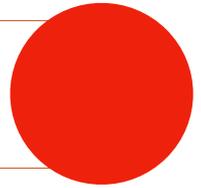
- Joint work between the service and the police is good and provides an effective out-of-court disposal scheme. Police monitoring showed that 90 per cent of children and young people who received an out-of-court disposal did not come back into the service.
- Assessment and planning for this group of children and young people are good.
- Risk of serious harm is given sufficient priority.
- Interventions to prevent further offending are delivered as planned.
- Joint work with partners to keep children and young people safe is not good enough and, despite efforts by case managers, leaves some at risk.
- We are concerned that some children as young as eight are being incorrectly referred to the service's prevention from offending scheme. These children have safeguarding needs, which should not be met in a criminal justice service.

Service: Western Bay Youth Justice and Early Intervention Service

Fieldwork started: December 2018

Overall rating

Inadequate



### 1. Organisational delivery

1.1 Governance and leadership

Inadequate



1.2 Staff

Inadequate



1.3 Partnerships and services

Inadequate



1.4 Information and facilities

Inadequate



### 2. Court disposals

2.1 Assessment

Inadequate



2.2 Planning

Inadequate



2.3 Implementation and delivery

Inadequate



2.4 Reviewing

Inadequate



### 3. Out-of-court disposals

3.1 Assessment

Good



3.2 Planning

Requires improvement



3.3 Implementation and delivery

Inadequate<sup>1</sup>



3.4 Joint working

Outstanding



## Recommendations

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As a result of our inspection findings we have made recommendations that we believe, if implemented, will have a positive impact on the quality of the youth justice and early intervention service in Western Bay. This will improve the lives of the children and young people in contact with the service, and better protect the public.

### **Western Bay Youth Justice and Early Intervention Service (WBYJEIS) Management Board should:**

1. review and clarify its role and function, include all statutory partners and work in an effective way to make sure that the service operates to a sufficient standard
2. make sure that partnership agencies provide appropriate support and services
3. develop effective oversight of the service's work and effective challenge to partners
4. develop a clear plan to manage disaggregation of individual YOTs from the service to limit any detrimental effect on the remaining parts of WBYJEIS
5. provide the resources and support to the management team to manage the service effectively
6. review the role and function of the prevention service.

### **The WBYJEIS Manager should:**

7. make sure that all staff have appropriate supervision and management oversight
8. review the management structure and lines of accountability.

### **The directors of children's services should:**

9. monitor and review all cases where there are safety and wellbeing issues, making sure that appropriate referrals are made and joint work takes place as needed
10. improve the quality (and awareness from staff) of the referral systems so that children and young people receive the services they need.

### **The local authority education services should:**

11. review the effectiveness of information-sharing protocols to ensure that all schools and workers involved have the information they need to provide support tailored to children and young people's individual needs.
12. develop effective strategies to encourage children and young people who speak Welsh to access services in their preferred language, and to use, develop and recognise the value of the language as an employment skill
13. develop a literacy and numeracy strategy to support children and young people to develop these skills to improve the chances of desistance.

### **Abertawe Bro Morgannwg University Health Board (ABMUHB) should:**

14. provide relevant and timely physical, sexual, emotional and mental health services to meet the needs of children and young people to reduce further harm and promote wellbeing.

## Introduction

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Youth offending teams (YOTs) supervise 10–18-year-olds who have been sentenced by a court, or who have come to the attention of the police because of their offending behaviour but have not been charged, and instead are dealt with out of court. HMI Probation inspects both these aspects of YOTs.

YOTs are statutory partnerships, and are multi-disciplinary, to deal with the needs of the whole child. They are required to have staff from local authority social care and education, the police, the National Probation Service and local health services.<sup>2</sup> Most YOTs are based within local authorities, although this can vary.

YOT work is governed and shaped by a range of legislation and guidance specific to the youth justice sector (such as the National Standards for Youth Justice) or else applicable across the criminal justice sector – for example, Multi-Agency Public Protection Arrangements (MAPPA) guidance. The Youth Justice Board (YJB) for England and Wales provides some funding to YOTs. It also monitors their performance and issues guidance to them about how things are to be done.

Established in 2014, Western Bay Youth Justice and Early Intervention Service was an amalgamation of Swansea, Neath Port Talbot and Bridgend youth offending services.

The Chair of the Management Board is the Director of Neath Port Talbot's Children's Services. Bridgend is the lead local authority, and the Director of Education provides line management for the service's head of service. The service has four work strands: prevention, out of court, post court and voluntary engagement. At the time of the inspection, the service held around 220 cases.

Following concerns identified in the first fieldwork week, we issued an organisational alert. This was based on four specific cases where we were not assured that safeguarding and vulnerability had been addressed or that risk of serious harm to others was understood and managed. In addition, we found an underestimation of risks in safeguarding and risk of harm assessments. We were not confident that the service knew all of the risks. We asked that a plan be produced to show how cases could be reviewed. No plan was produced nor is one in place, and the response to the organisational alert lacks understanding and urgency.

### **The role of HM Inspectorate of Probation**

Her Majesty's Inspectorate of Probation is the independent inspector of youth offending and probation services in England and Wales. We provide assurance on the effectiveness of work with adults and children who have offended to implement orders of the court, reduce reoffending, protect the public and safeguard the vulnerable. We inspect these services and publish inspection reports. We highlight good and poor practice, and use our data and information to encourage good-quality services. We are independent of government, and speak independently.

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<sup>2</sup> The *Crime and Disorder Act 1998* set out the arrangements for local YOTs and partnership working.

## **HM Inspectorate of Probation standards**

The standards against which we inspect are based on established models and frameworks, which are grounded in evidence, learning and experience. These standards are designed to drive improvements in the quality of work with people who have offended.<sup>3</sup>

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<sup>3</sup> HM Inspectorate of Probation's standards are available here:  
<https://www.justiceinspectrates.gov.uk/hmiprobation/about-our-work/our-standards-and-ratings/>

## Key facts

**First-time entrant rate<sup>4</sup> per 100,000**

120

Western Bay

273

Average for England and Wales

**Reoffending rates<sup>5</sup>**

47.9%

Western Bay

41.6%

Average for England and Wales

### Caseload information<sup>6</sup>

#### Age

Western Bay  
National average

#### 10-14

12%  
24%

#### 15-17

88%  
76%

#### Race/ethnicity

Western Bay  
National average

#### White

96%  
73%

#### Black and minority ethnic

2%  
24%

#### Gender

Western Bay  
National average

#### Male

80%  
83%

#### Female

20%  
17%



### Population information<sup>7, 8</sup>



	Swansea	Neath Port Talbot	Bridgend
<b>Total population</b>	245,480	142,090	144,288
Total youth population	8.5%	8.6%	8.9%
Total black and minority ethnic youth population	7.1%	2.7%	2.9%

4 Youth Justice Board. (2018). First-Time Entrants, October 2016 to September 2017.

5 Ministry of Justice. (2018). Proven reoffending statistics, July 2015 to June 2016.

6 Youth Justice Board. (2018). Youth Justice annual statistics: 2016 to 2017.

7 Office for National Statistics. (2018). UK Population estimates, mid-2017.

8 Office for National Statistics. (2012). Census 2011.

# 1. Organisational delivery



Organisations that are well led and well managed are more likely to achieve their aims. We inspect against four standards.

<b>1.1 Governance and leadership</b>	<b>Inadequate</b>
The governance and leadership of the YOT supports and promotes the delivery of a high-quality, personalised and responsive service for all children and young people.	

The governance and leadership of the service are ineffective. There is no shared vision, understanding of purpose or the strategy to provide a high-quality personalised responsive service to children and young people. None of the three local authorities have taken appropriate responsibility for the work of the service. We saw examples of how each local authority prioritised its own children and young people, but the local authorities had not considered the difficulties inherent in working to three different social care systems, HR systems and a variety of referral systems. The directors of social care have not analysed whether safeguarding needs are identified and responded to.

The Management Board has no mechanism to assess the quality of service delivered, nor is it sighted on the many issues that are preventing effective work, including the safety and wellbeing of children and young people, and public protection responsibilities. The Board does not understand the needs of this specific group of children and young people, the staff team or the service. There is no challenge or accountability. The recently appointed Chair has a developing understanding of the deficiencies of the Board.

The Board has been reliant on the monitoring of the three key performance indicators (first-time entrants, reoffending rates and use of custody). It has accepted reports provided by the previous head of service without sufficient scrutiny.

The Board knows that part of its role is to respond to issues that have been escalated, but when asked it was unable to give an example of an issue that needed to be resolved. Escalation processes are not effective in reaching the Board and driving systemic change. The Board was unable to say why its dissatisfaction with health provision had not been raised.

The health representative has not attended a Board meeting for 12 months, and has instead carried out YOS business in the Children’s Health Board without access to first-hand data or analysis of children’s and young people’s needs or an appreciation of gaps in service.

Attendance at the Board by other members is variable and subject to frequent change. Careers Wales, who could provide useful assistance, has not yet been invited to attend the Board.

There is no evidence that Board membership assists with service delivery by partner agencies. This is particularly apparent in health, education and social care. The role and responsibility of the YOS is not widely understood, and this has resulted in confusion about information sharing and a lack of specific pathways to help children and young people access the services they need. Roles and responsibilities are unclear, especially between the service and the three children’s social care services. This has left some children and young people in unsafe situations.

When we surveyed staff about their experiences of working for the service, only half said they knew about the activities of the Board. A high proportion of staff (85 per cent) said that they were not asked their views.

At a strategic level, partnership arrangements are inadequate and do not facilitate the delivery of effective practice, particularly in prevention and post-court work.

Some agencies do not understand the role of WBYJEIS and make inappropriate referrals to the prevention service. The prevention service aim is to prevent children and young people from offending. However, we found that three children aged eight had been referred to the service, a criminal justice agency, when they had clear safeguarding needs. One child was referred by a school because he was self-harming and threatening to kill himself. We instructed the service to make an immediate child safeguarding referral.

In another case, the child was on a Child Protection Plan due to neglect and physical abuse. Children's services made a referral to the WBYJEIS as the child, on several occasions, had taken a knife from the kitchen. This was perceived to be pre-criminal behaviour, when it was more likely to have been an attempt to keep himself safe or a repeat of behaviours he had seen in the family home. In both cases, children's social care was the appropriate agency to protect these children, not the youth justice service.

The three local authorities in the Western Bay area essentially operate as three separate entities. There is some evidence of cross-authority working but this largely depends on individual initiative, rather than being supported by appropriate management structures and consistent policies and procedures.

Some senior managers know about the impact of adverse childhood experiences, although none of the partner agencies knew how their contribution supports desistance.

The leadership team has faced major difficulties in supporting effective delivery. The operational structure is confusing, and communication to managers is limited. The two managers hold separate responsibilities (pre and post-court work) but teams have generic caseloads and so have to report to both of them. A senior practitioner role has recently been introduced to hold cases and have line management responsibility for several case managers. This has further confused lines of accountability.

There is insufficient operational manager capacity, with only two managers across three teams. The managers have been left in a very difficult position, with no clear direction or support from the Management Board.

Due to the lack of partnership arrangements and direction from the Board, service managers try to address the many barriers to effective work, but they do not have the authority or capacity to resolve the fundamental problems.

When managers raise issues, these have not been resolved at Board level; the reason for this is unclear. Managers are trying to resolve individual issues when a systemic approach is required. The two operational managers have been unsupported and did not have a suitable handover when the previous head of service left in September 2018.

The new head of service, who has not received an induction, started in October 2018, with the brief to take Bridgend out of the Western Bay service, without detriment to any of the local authorities. The proposed timescale for this major piece of work is April 2019. The Board and chief executive officers have undertaken no planning for this work.

There are no mitigations or controls to identify or manage service risks. This includes the failure to amalgamate the three YOSs into one coherent service, and the forthcoming separation of Bridgend.

1.2 Staff	Inadequate
Staff within the YOT are empowered to deliver a high-quality, personalised and responsive service for all children and young people.	

Inadequate supervision, a poor culture that does not support learning and improvement, and a demotivated workforce all need to be addressed before this organisation will start to improve. Although caseloads are at an acceptable level now, they have previously been high.

Staffing levels have been affected by both short and long-term sickness absence. The Board and management team do not know the scale of this as there is no centralised monitoring of staff sickness, which each of the three local authorities tracks separately. One manager has not been trained on these systems.

Cases are often reallocated to cover sickness but this adds to existing workloads. We found that some children and young people had several staff working with them over the period of the order or with voluntary involvement.

The service does not have an effective strategy to ensure that children and young people who speak Welsh receive a service in that language, can develop it or are encouraged to develop an awareness of its value as an employment skill. There are not enough bilingual resources for workers to encourage children and young people's use of Welsh.

The services teams include qualified social workers and support staff. Qualified social workers are supervised by an unqualified manager. In post-court cases, the specialist social worker role has not safeguarded all relevant children and young people.

Services from the drug and alcohol workers are good. The drug and alcohol workers are well motivated and had manageable caseloads of between 10 and 12 children and young people. However, these workers are also used for other duties, such as transportation of children and young people, when other staff are not available.

One speech and language therapist covers the three geographical areas that make up Western Bay. A further member of the team was on maternity leave and had not been replaced, which had significantly reduced the level of service, and both members of the team acknowledged that this was not providing the service with the support that it needed. Advice from the speech and language therapist is valued, but sometimes used in place of information that should have been provided by schools. In practice, the speech and language therapist could only provide children and young people with an assessment but no individual work.

The service is well supported by South Wales Police. Seconded officers are designated to the three borough command areas: one in Bridgend, two in Swansea and one in Neath Port Talbot. The officers are based alongside case managers with good access to IT and systems, and the co-location also promotes intelligence sharing. One officer is due to retire and their replacement is already in place to facilitate mentoring and sharing of experience. The police officers cover other geographical areas when required.

All the officers are well regarded members of the youth justice team. They provide invaluable assistance to the case managers through intelligence sharing, and where appropriate conduct joint home visits.

The police officers have limited contact with neighbourhood policing teams. More effective communication would enhance the wider police knowledge of the work of the youth offending service.

There is a good understanding of the multi-agency public protection arrangements (MAPPA) process, and positive relationships with the police officers and the MAPPA unit.

Although the police officers understand child sexual and criminal exploitation, they have been given no specific training on this and have received limited joint safeguarding training.

Staff are committed and work hard to help children and young people. However, this is often in the absence of effective partnership services. Some staff are demotivated. This seems to have been rooted in ongoing issues following the failure to implement the original amalgamation plan fully, and lack of consistent support. Overall, staff morale is fragile.

Management oversight arrangements are in place but inconsistently applied. Some staff, including managers, had not had supervision for months. The few staff who receive regular supervision appreciate it.

Staff can access training offered by the three local authorities. There has been whole-staff training on trauma-informed practice and the impact of adverse childhood experiences. Most staff feel that they could access and attend the training they require for the role.

Case managers were trained in the AssetPlus assessment system earlier in 2018. However, we found that staff did not know some key functions and their use of the system is rudimentary. There is little evidence of a culture of learning, and where improvements are made these are often due to individual efforts.

1.3 Partnerships and services	Inadequate
A comprehensive range of high-quality services is in place, enabling personalised and responsive provision for all children and young people.	

Except for the police, the partnership has failed to provide a range of services to meet the needs of children and young people.

There is no accurate, recent or comprehensive needs analysis, at either strategic or operational level. The specific needs of children and young people are not well understood. Information contained in the youth justice plan does not give specific detail of unmet needs. The plan does contain the views of staff and some children and young people, but there are no clear actions to address their points.

Decisions by the offending service managers, local authorities and Board members are made on a 'best guess' basis or taken from a single local authority perspective, rather than being evidence-based.

Most schools provide the service with information about children and young people's educational performance in a timely manner. They usually provide information about the child being on roll and, on occasion, levels of attendance. However, the range of information given is not consistent across all the schools. Few schools provide helpful information about children and young people's literacy and numeracy levels. A minority of schools do not inform case managers when children and young people are absent or when their behaviour is impeding their performance; in a few cases, this results in the school excluding children and young people without the case managers' knowledge.

Too many children and young people of school age are not receiving their full entitlement to education; in a few cases they only receive an hour a day, which means that they are unoccupied at times when they are most vulnerable and more likely to reoffend.

Arrangements in pupil referral units (PRUs) for children and young people to access offending behaviour support do not take their needs into account. In one PRU, workers are not able to contact staff if they need access to children and young people as the published telephone number does not work. Another has refused children and young people access to their case manager because they have behaved badly, when this access could be used to help rectify that behaviour.

The Abertawe Bro Morgannwg University Health Board is responsible for health provision to the service. We did not find any vision or strategy document, or long or short-term goals for children and young people's healthcare needs. There is little evidence of partnership working between the health board and the service.

A physical health screening has been developed, by a senior education manager. The screening has no practical use and does not lead to service provision. Staff have, in the main, stopped using it.

Child and Adolescent Mental Health Services (CAMHS) are provided directly to the service with a monthly half-day session, which gives case advice for staff rather than see children or young people. The CAMHS support does not meet the needs of the children and young people; this was confirmed within the case notes and by many members of staff. We found a significant level of need in cases yet, despite evidence of ongoing distressed behaviour, children do not receive services unless their condition is acute.

*In one case a 14-year-old girl had a history of offences of theft of alcohol. She self-harmed and was known to be vulnerable. She had asked for help on many occasions and this was not provided as she "did not meet the threshold for services". It was only when she went into a supermarket, stole and drank vodka, and self-harmed in the store that she got the help she desperately needed.*

One member of staff described the CAMHS service as *"non-existent; two strikes and you're out they will write out twice, then remove you from their list if no response"*.

The Health Board is not providing any physical or psychological healthcare to the service (apart from the very limited CAMHS); it was evident that some children and young people had mental health issues that did not meet the threshold for CAMHS to get involved. Some sexual healthcare is available for children and young people.

There is a significant level of disengagement by the Health Board in several key areas, including at the Management Board and day-to-day direct input into the work of the service.

Child sexual exploitation (CSE) services are inconsistent. Case managers do not understand the assessment documents, and planning and response to cases are unclear, not shared or non-existent. We asked for further information on two boys whose cases were closed, despite clear evidence of ongoing vulnerability. In both these cases, once the boys were removed from the imminent danger, they received no support to manage their emotional needs, and there was little planning to manage the effects and increased vulnerability when they had suffered from sexual abuse.

Access and joint work with the three children's social care services are mixed. Thresholds for services are unclear, and case managers do not understand why referrals have not been accepted. Feedback on referrals is rare.

During our discussions with staff and partnership workers, it was clear that staff were very child-focused, and spoke warmly of the children and young people with whom they interacted. They clearly had their individual interests at heart, and were striving to achieve the best outcomes. This was set against a wider service and management structure that does not always support or facilitate this.

There are no systems to review or evaluate the suitability, use or effectiveness of services, and an over-reliance on anecdotal information.

There are a few examples of how safeguarding and risk of harm issues are managed, but these are the exception. Risk of harm issues are underestimated, planning is poor and agencies, other than the police, often have separate and uncoordinated risk management measures.

The service's ability to meet desistance needs, safeguard children and young people, and protect victims is compromised by an absence of clear direction, poor strategic partnership response and highly variable partnership working at an operational level.

Offence types and patterns of sentencing are not monitored. The Board has not considered the implications of the reduction of children and young people receiving custody and having community sentences instead.

<b>1.4 Information and facilities</b>	Inadequate
Timely and relevant information is available and appropriate facilities are in place to support a high-quality, personalised and responsive approach for all children and young people.	

There are a range of policies in place, but these do not adequately reflect the different approaches in the three local authorities. There is little connection between policy and practice. Staff are confused by these differences, by unclear and changing thresholds, and a lack of effective challenge about the quality and availability of services provided by the partner agencies. As a result, children and young people do not always receive the help they need.

The service is delivered from a range of places, most of which are suitable. Children and young people who attend the Bridgend office have to report to an open reception desk. Staff in this office are co-located with trading standards and environmental health services. We share their concerns that confidentiality is difficult to achieve. The Board members we spoke to had not visited the delivery sites to satisfy themselves of their suitability.

The Board has not assessed the safety of staff when working remotely, although staff themselves have developed some systems.

The intervention centre is a child-centred facility based in Swansea; it is accessible to all children and young people. The centre delivers a range of services, including education and training, offending behaviour work and a space where relationships between staff and children can develop.

At the time of the amalgamation, one case management system was introduced. However, staff still have to use three separate and very different social care systems to access information. These systems cannot be used remotely so managers and staff need to drive to the office located in that area to access information, which delays information sharing.

Information-sharing protocols are in place but are not always fully understood. There is confusion across the partnership about what information can be shared; this is symptomatic of the failure to work together. The result of this is seen in our assessments of work under domains two and three. It is difficult for case managers to gain a full understanding of all risk of harm or safeguarding factors.

Managers have difficulty accessing information, including on sickness absence. Three different annual appraisal systems are used.

There is limited evidence that analysis or learning is used systematically to drive improvements at any level. Improvement work has been delegated by the Board to a task group of operational staff and the Performance and Audit Group (PAG). The work of this group has value, but it does not have authority to make the wide-scale changes needed by the service and its partners. The Board takes little responsibility for service improvement.

## Summary

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### **Strengths:**

- There are committed staff and management teams, who want to provide an effective service to children and young people.
- There is effective partnership work between the police and service.

### **Areas for improvement:**

- The safety and wellbeing of children and young people and victims should be assured through partnership work.
- The Management Board needs to understand its roles and responsibilities, and the needs of children and young people.
- The roles and responsibilities of the service should be clear to staff and partners.
- Partners need to be held to account for service provision to meet the needs of children and young people known to the service.
- Lines of accountability and management should be clear and effective.
- Management capacity is too limited to provide effective oversight of work, manage the service, and manage the disaggregation of Bridgend from WBYJEIS.
- There should be effective communication between the three local authorities and health boards about the quality of service provision, including joint work with children's social care, health provision and education services.



## 2. Court disposals

Work with children and young people sentenced by the courts will be more effective if it is well targeted, planned and implemented. In our inspections, we look at a sample of cases. In each of those cases, we inspect against four standards.

2.1 Assessment	Inadequate
Assessment is well-informed, analytical and personalised, actively involving the child or young person and their parents/carers.	

Overall the quality of assessments was inadequate. Assessment of desistance factors were the strongest, being sufficient in 65 per cent of cases. The views of the child or young person and their parents/carers were usually incorporated into assessments, along with identified strengths and protective factors.

Staff we interviewed often had a better understanding of the child or young person than was recorded on the AssetPlus assessment. Despite training in the use of AssetPlus eight months previously, staff had only a basic understanding of this assessment tool.

Many of the staff could not access the definitions of risk of serious harm or safety and wellbeing, which could have contributed to widespread underestimation of these factors. In 20 of the 31 cases assessed, the safety and wellbeing of children and young people were underestimated and inaccurate. The impact of all types of abuse, long-term parental emotional abuse and highly risky behaviours were not given sufficient weight. We found cases where we assessed that children and young people were still unsafe.

In one case, an inspector noted:

*“The child and their family had relocated in Wales due to links to gangs and criminal exploitation. The child regularly smokes cannabis and has been reported missing from home on one occasion – he was found back in his original area over 100 miles away. He threatened dad with a knife within the family home. Despite concerns regarding lifestyle, associates, boundaries in the family home, substance misuse and feelings of safety, the case manager identifies low safety and wellbeing concerns and does not open the AssetPlus matrix to explore, analyse and justify this rating.”*

Information on some assessments was inaccurate. In one case the child was recorded as having no involvement with children’s social care, although he was in fact a Looked After Child.

External controls – actions that adults can take to protect the child or young person – were included in the assessment in just a quarter of cases. Actions that could have been taken by children’s social care, schools and the child sexual exploitation service were often missing.

Assessments of risk of serious harm to others were also inadequate, with only 37 per cent judged to be accurate. Again, we found widespread underestimation of risk factors, and previous risky behaviour – including criminal behaviour – was not used to understand actual and potential risk to victims.

In two cases, children who had downloaded indecent images of child sexual abuse were assessed as low risk of serious harm; we disagreed with both assessments. In one case, the child’s ability to access the ‘dark web’ was not assessed or understood. The assessment was

too ready to accept the child’s explanation when, in reality, it is virtually impossible to come across materials of this nature accidentally.

Although assessments were often countersigned, deficits were not identified through this process and staff were unclear about management oversight arrangements.

2.2 Planning	Inadequate
Planning is well-informed, holistic and personalised, actively involving the child or young person and their parents/carers.	

Planning to reduce offending was good in three-quarters of cases. Interventions and services most likely to reduce further offending were identified, as were the child or young person’s strengths. The views of parents/carers and the child or young person were used to inform planning, which was often tailored to meet individual needs. Careful consideration was given to the sequencing of interventions, which were proportionate to the court order and offence.

Planning to protect actual and potential victims was sufficient in 18 of the 25 cases where it was needed, despite case managers having access to the victims’ needs and wishes.

Safety and wellbeing needs were planned for in 41 per cent of cases. In 26 cases there should have been joint planning with another agency but this happened in only half of the cases. We found some good examples of coordinated planning, but these were the exception and based on an individual staff member’s approach rather than as an expected aspect of planning.

Effective planning to include contingency arrangements, so that the services can respond to predictable changes, occurred in just under a third of cases where it was needed. This was due to case managers not knowing how to access the contingency section of AssetPlus.

Interventions to manage and reduce vulnerability were included in planning in 12 of the 27 cases where it was required. Staff told us that they did not always know what other agencies could provide. For example, case managers did not have the confidence that social care would work in cooperation to safeguard children, and in some cases legitimate requests for help and support for children and young people had not been accepted.

The absence of emotional and mental health services was a key barrier to effective planning; case managers had learned that, over time, the referrals would be futile.

*In one case a young person was looked after and his offending was linked to the breakdown of his adoption and subsequent emotional trauma. The views of the social worker were not considered or obtained, and there was no joint planning. Access to the drug and alcohol worker was good. There was no planning focused on addressing his significant emotional health needs.*

Planning to manage and reduce risk of serious harm was the weakest, being sufficient in only a quarter of cases. Referrals were routinely made to the substance misuse service, and work was undertaken as a result. As case managers underestimated risk of serious harm to others, subsequent planning lacked specific actions, including those to protect actual victims or contingency arrangements.

Joint planning was undertaken in a quarter of relevant cases. Information sharing was problematic and, in some cases, gave false reassurance to partner agencies.

*In one case the child's school was notified by the police when he was arrested for downloading indecent images of children. The school rang the service five months later – three months after the referral order was made – to find out the outcome of the court case. As he had been, incorrectly, assessed as low risk to children, there was no joint planning about his use of the internet at the school or college he attended. The college had implemented a range of safeguarding measures based on its own policies, none of which was informed by the Youth Justice Service.*

Victim awareness work was often planned for, but the specific wishes and concerns of victims remained, in the main, unaddressed.

Inspectors observed a risk management panel. This was well chaired and appropriate actions were identified, but we were not assured that the panel was considering the right cases, due to the underestimation of risks.

2.3 Implementation and delivery	Inadequate
High-quality, well-focused, personalised and coordinated services are delivered, engaging and assisting the child or young person.	

The building skills programme and the music engagement DJ course (see below) were good interventions that led to qualifications and work. These had been developed in response to a long-term deficit in access to mainstream services.

A range of relevant offending behaviour programmes were available but there were problems in delivering these, sometimes due to staffing levels. Interventions to reduce risk of serious harm were delivered in just over a third of cases.

Case managers had a strong focus on building on children and young people's existing strengths, forming appropriate and meaningful relationships and on ensuring compliance. These are areas where the staff have a high degree of control. Where children and young people needed interventions and support from partner agencies, objectives became difficult to achieve.

Partnership working with health was very patchy and limited to speech and language advice (a very limited service). Sexual health and a monthly CAMHS session for consultation and advice for staff were not enough to meet the needs we identified in the cases.

We identified 12 children and young people who needed mental health support; only three received this, and that was when their needs were acute and sectioning under the Mental Health Act was considered.

Twenty-one children and young people needed substance misuse services, and sixteen received this help. Substance misuse staff were dedicated and committed to engaging children and young people.

Eleven children and young people had education, training or employment needs; seven received services, with all but one provided by the WBYJES intervention workers.

Youth offending workers undertake helpfully targeted work (such as knife crime awareness) with children and young people to develop their resilience, self-esteem and appropriate behaviour. However, the outcomes of these activities are not analysed effectively to inform an evaluation of their impact or to promote quality improvement planning at a strategic level. What children and young people learn from these programmes is not recorded in a way that can help the service to evaluate their progress.

There are no effective systems to monitor easily the proportion of children and young people who are not receiving their entitlement to education, training and employment (NEET), or to clearly monitor the number of those who are NEET. There is insufficient analysis of the length of time individuals spend as NEET. This information is not reported to the Management Board to help identify the priorities of this group; this impedes strategic planning.

The service's intervention centre offers children and young people a broad range of accredited activities to help develop vocational and life skills. Engagement activities are effective in encouraging these children and young people to pursue accreditation, and fill an important gap where pupil referral units are failing to fully occupy children and young people.

The centre's music engagement programme has enabled four young people to work as DJs in Ibiza. Several children and young people attend the centre to pursue Duke of Edinburgh's Awards – very few schools support children and young people involved with the service to progress from the bronze awards to higher levels.

A construction skills programme is highly effective in developing partnerships with community schools, enabling children and young people to become involved in building innovative and imaginative facilities for pupils, such as castles and mud gardens. Schools appreciate the children and young people's efforts and fund these projects from their own budgets.

Several young people on the construction skills project have undertaken the Welsh awarding body Agored Cymru awards in health and safety and progressed to obtain construction skills certification scheme cards, which improve their employment prospects.

The services' staff attend team-around-the-school meetings in a few Bridgend secondary schools to provide timely support and intervention to children at risk of disengaging from education. These meetings are too new to evaluate their impact. There is no clear plan for rolling out these meetings to other schools.

Delivery and implementation of safety and wellbeing and risk of serious harm interventions were inadequate. Service delivery promoted safety and wellbeing in 10 of the 27 cases where it was needed, and joint services were delivered in only a third of relevant cases. The effect of a lack of joint work can be seen in the following example:

*John was 17 and his safety and wellbeing risks were increasing. The case manager arranged a professionals' meeting to discuss escalating risks and vulnerabilities. They invited staff from his temporary accommodation and his social worker. The case manager received a telephone call from the accommodation provider, voicing concerns that the social worker had arranged a risk meeting for the same afternoon and invited the accommodation provider and a substance misuse service not linked to the youth offending service.*

*The accommodation provider wanted to ensure that only one meeting involving all practitioners went ahead. The social worker had commissioned a substance misuse service to undertake a drug management plan, following John's accidental overdose. This was not discussed with the case manager or their substance misuse workers, who were already working with him to address his substance misuse. Following this, a Looked After Child review meeting was arranged where the service attended but the social worker did not.*

Interventions targeted at reducing risk of harm were delivered in a third of cases; these included access to specialist sexually harmful behaviour interventions.

There was not enough attention to the protection of actual and potential victims. We found several cases where referrals should have been made to social care about siblings, peers and, in one case, a vulnerable woman who had been sexually assaulted.

The needs of children and young people who speak Welsh were not considered. Some Welsh speakers think in Welsh and then translate their thoughts into English, which poses difficulties when children and young people are trying to explain complex issues, including their emotions, and describe the sequence of offences.

The service and its partners have very limited systems to identify the interventions being delivered and their effectiveness.

2.4 Reviewing	Inadequate
Reviewing of progress is well-informed, analytical and personalised, actively involving the child or young person and their parents/carers.	

Case managers were aware that children and young people’s circumstances can change rapidly, and that this can result in an increase, or sometimes decrease, in the likelihood of reoffending, risk of harm to others or risks to their safety and wellbeing. Reviews of cases resulted in the identification and subsequent response to changes in the factors linked to desistance in 92 per cent of cases, and built on the child or young person’s strengths in 91 per cent of cases.

It is particularly important to reassess if there is new information that indicates a change in offending, vulnerability or risk of harm to others. Managers can often provide challenge, to make sure that progress is being made and that risks are managed. Reviewing was not used as an opportunity to reflect on the progress of the case or to amend work. Reviewing desistance was effective in just over half of cases, and under a third provided effective review of safety and wellbeing and risk of serious harm.

Some staff reported that they were thinking about the case on a continual basis, but this rarely translated into a recorded review. Changes to plans were not routinely made in response to new information, including new offences or deteriorating behaviours.

Referral order panels were held to review some cases, and this provided a good opportunity to consider progress. One inspector noted:

*“In considering general reviewing, there is a sufficient review of promoting desistance factors. Reviewing is completed via referral panel review reports; however, it is interesting to note that this is not informed by a review of AssetPlus.”*

We observed an enhanced case management review – this is a new national initiative designed to manage the more complex cases. Bringing together key professionals to give insights into the best methods of intervening and giving a psychological perspective to offending behaviours. Case managers have also benefited from training in Adverse Childhood Experiences (ACEs), and how these affect thinking and behaviour in children and young people. This approach to working is most effective when the understanding is shared across agencies. These are positive initiatives which, when imbedded, should prove beneficial in understanding and working with children and young people, who find it difficult to desist from offending.

## Summary

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### **Strengths:**

- There is a strong focus on desistance from offending and building on children and young people's existing strengths.
- A wide range of interventions is available to support desistance.
- The building skills programme and music workshops provide opportunities into employment.

### **Areas for improvement:**

- The assessment, planning and delivery of services to address safety and wellbeing and risk of serious harm are inadequate.
- The needs and protection of victims are not given sufficient focus.
- There is widespread underestimation of safety and wellbeing and risk of serious harm.
- There is a lack of joint work with children and young people's social care.
- There are very limited health services to meet the physical, sexual, emotional and mental health needs of children and young people.

### 3. Out-of-court disposals



Work with children and young people receiving out-of-court disposals will be more effective if it is well targeted, planned and implemented. In our inspections, we look at a sample of cases. In each of these cases, we inspect against four standards.

3.1 Assessment	Good
Assessment is well-informed, analytical and personalised, actively involving the child or young person and their parents/carers.	

The out-of-court disposal scheme, known as 'the bureau', is very well established. It has been in operation for around 10 years, and aspects of it have been used to inform national guidance. It is well managed and has made a significant contribution to reducing first-time entrants into the criminal justice system.

We looked at the out-of-court disposal processes. Cases are referred to the bureau, a panel consisting of representatives from the early intervention section of the service, the police and an approved independent volunteer. The full range of outcomes are available to the panel, ranging from no further action through to charge. The panel representatives are consistent, and the process facilitates bespoke interventions and wider safeguarding, enhancing the potential to reduce first-time entrants within Western Bay.

Victim engagement is good, with victims' officers establishing individual needs and wishes. Appropriate proposals, such as restorative justice, are made to meet the needs and wishes of victims, but these are not always followed by case managers.

Assessments of desistance and risk of serious harm are very good. These are completed on either a screening tool or AssetPlus, if the child or young person has been to the bureau in the previous 12 months. This system works well to identify offending and risk factors.

Case managers work hard to include parents/carers and children and young people in the assessment. Their views are discussed and given appropriate priority alongside the professional assessments.

There is careful consideration of the child's or young person's acceptance of the offence, based on detailed discussions with them and their parents. The child's or young person's strengths and protective factors and motivation are well assessed, and form the basis of advice to the bureau panel and the panel report.

In one case an inspector made the following observation:

*"The assessment identifies that the young person is bored and frustrated as he hasn't been able to join the army as he failed his maths test. He does attend an army training centre on a voluntary basis. Assessment identifies need to support him to obtain maths qualifications."*

Assessment of safety and wellbeing is less well assessed, and is affected by the same issues we found in post-court cases. One in five of the assessments underestimated the child or young person's vulnerability.

3.2 Planning	Requires improvement
Planning is well-informed, holistic and personalised, actively involving the child or young person and their parents/carers.	

Planning for desistance is very good. The bureau process includes parents/carers, children and young people, victims and professionals in an inclusive and wide-ranging conversation. This process identifies and then plans for relevant interventions. Children and young people are encouraged to comply with the interventions, setting up a solid basis for their voluntary engagement. Interventions are well planned and could be completed in appropriate timescales.

Planning involves other agencies when needed, but not all plans have appropriate actions to protect victims.

Planning for safety and wellbeing requires some improvement, as it does not cover all identified factors, and almost never includes contingency planning to account for predictable changes. We found that case managers had some difficulties as they were not always supported by children’s social care, as the inspector’s comments in one case demonstrate.

*“He is at ongoing risk of neglect from his mum. Children’s services have undertaken an assessment; however, as mum has chosen not to engage with services the case has been closed. No planning about the potential for child sexual exploitation.”*

In this case, the service and police were left to try and deal with issues that should have been addressed by social care.

3.3 Implementation and delivery	Inadequate
High-quality, well-focused, personalised and coordinated services are delivered, engaging and assisting the child or young person.	

Delivery of services to support distance from offending is strong. Work focuses on building self-esteem, developing coping skills and in making better decisions.

However, work to keep children and young people safe is inadequate. Despite efforts by the service staff, poor partnership work with health and social care means that some children and young people are left without the protection and support they need. The correct support was provided in just half of the cases where it was needed.

In one case, a child alleged that he had been assaulted at school by a member of staff; he was immediately protected as he was told not to go back to the school. It took children’s social care a month to visit the school and speak to other pupils to determine if they were safe.

In another case, the case manager made three referrals to social care but the case was only picked up when she escalated it to the consultant social worker; however, most of the work was completed by the service.

Across all of the cases we assessed pre and post-court, the work of the service was hindered by a lack of effective partnership working with all agencies, except for the police.

3.4 Joint working	Outstanding
Joint working with the police supports the delivery of high-quality, personalised and coordinated services.	

There is a well-established out-of-court disposal scheme. Over time, the professional relationships between the police and the service have matured. The police and service are able to challenge views and decisions. Data provided by the scheme managers shows that the success rate of the bureau is 90 per cent.

Recommendations agreed between the police and service were appropriate and proportionate to the case in all cases we assessed.

Intelligence held on local police systems is checked daily and provided directly to the early intervention service. This includes overnight arrests, voluntary interviews, intelligence and other incidents of relevance. Regular team briefings are undertaken. Intelligence and information are also researched and provided to case managers when requested.

However, there is no effective flagging system identifying when a child or young person being managed by the service had come to the attention of the police; this is dependent on the knowledge of the seconded police officers. There is the potential for key intelligence to be missed. The result is that case managers might not always have up-to-date police information when making decisions regarding children and young people.

## Summary

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### Strengths:

- There is a well-established scheme, leading to appropriate decision-making.
- Excellent engagement of parents and children informs decision making at the bureau.
- A wide range of interventions are available to prevent further offending.

### Areas for improvement:

- Work to address safety and wellbeing issues is not as strong as desistance and risk of harm work.
- Lack of joint work and support from children’s social care and health results in the Youth Justice Service trying to cover the gaps in service delivery.

## Annex 1 – Methodology

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The inspection methodology is summarised below, linked to the three domains within our standards framework. Our focus was on obtaining evidence against the standards, key questions and prompts within the framework.

### **Domain one: organisational delivery**

The youth offending service submitted evidence in advance and the Chair of the YOS Management Board delivered a presentation covering the following areas:

- How do organisational delivery arrangements in this area make sure that the work of your YOS is as effective as it can be, and that the life chances of children and young people who have offended are improved?
- What are your priorities for further improving these arrangements?

During the main fieldwork phase, we surveyed 12 individual case managers, asking them about their experiences of training, development, management supervision and leadership. The second fieldwork week is the joint element of the inspection. HMI Probation was joined by colleague inspectors from police, health, social care and education. We explored the lines of enquiry which emerged from the case inspections. Various meetings and focus groups were then held, allowing us to triangulate evidence and information. These included meeting with the YOS Management Board and its Chair, interviews with a wide range of staff and managers, partnership workers and managers. We visited two of the three office bases used by the YOS. We interviewed two of the three directors of children's social care and two of the three local authority chief executive officers.

### **Domain two: court disposals**

We completed case assessments over a one-week period, examining case files and interviewing case managers. Sixty per cent of the cases selected were those of children and young people who had received court disposals six to nine months earlier, enabling us to examine work in relation to assessing, planning, implementing and reviewing. Where necessary, interviews with other people significantly involved in the case also took place. In some individual cases, further enquiries were made during the second fieldwork week by colleague inspectors from police, health, social care or education.

We examined 31 post-court cases. The sample size was set to achieve a confidence level of 80 per cent (with a margin of error of five), and we ensured that the ratios in relation to gender, sentence or disposal type, risk of serious harm, and risk to safety and wellbeing classifications matched those in the eligible population.

### **Domain three: out-of-court disposals**

We completed case assessments over a one-week period, examining case files and interviewing case managers. Forty per cent of cases selected were those of children and young people who had received out-of-court disposals three to five months earlier. This enabled us to examine work in relation to assessing, planning, implementing and joint working. Where necessary, interviews with other people significantly involved in the case also took place. In some individual cases, further enquiries were made during the second fieldwork week by colleague inspectors from police, health, social care or education.

We examined 20 out-of-court disposals. The sample size was set to achieve a confidence level of 80 per cent (with a margin of error of five), and we ensured that the ratios in relation to gender, sentence or disposal type, risk of serious harm, and risk to safety and wellbeing classifications matched those in the eligible population.

## Annex 2 – Inspection results

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### 1. Organisational delivery

#### 1.1. Governance and leadership

**Inadequate**

The governance and leadership of the YOS supports and promotes the delivery of a high-quality, personalised and responsive service for all children and young people.

- 1.1.1. Is there a clear local vision and strategy for the delivery of a high-quality, personalised and responsive service for all children and young people?
- 1.1.2. Do the partnership arrangements actively support effective service delivery?
- 1.1.3. Does the leadership of the YOS support effective service delivery?

#### 1.2. Staff

**Inadequate**

Staff within the YOS are empowered to deliver a high-quality, personalised and responsive service for all children and young people.

- 1.2.1. Do staffing and workload levels support the delivery of a high-quality, personalised and responsive service for all children and young people?
- 1.2.2. Do the skills of YOS staff support the delivery of a high-quality, personalised and responsive service for all children and young people?
- 1.2.3. Does the oversight of work support high-quality delivery and professional development?
- 1.2.4. Are arrangements for learning and development comprehensive and responsive?

#### 1.3. Partnerships and services

**Inadequate**

A comprehensive range of high-quality services is in place, enabling personalised and responsive provision for all children and young people.

- 1.3.1. Is there a sufficiently comprehensive and up-to-date analysis of the profile of children and young people, to ensure that the YOS can deliver well-targeted services?
- 1.3.2. Does the YOS partnership have access to the volume, range and quality of services and interventions to meet the needs of all children and young people?

- 1.3.3. Are arrangements with statutory partners, providers and other agencies established, maintained and used effectively to deliver high-quality services?

**1.4. Information and facilities** **Inadequate**

Timely and relevant information is available and appropriate facilities are in place to support a high-quality, personalised and responsive approach for all children and young people.

- 1.4.1. Are the necessary policies and guidance in place to enable staff to deliver a quality service, meeting the needs of all children and young people?
- 1.4.2. Does the YOS's delivery environment(s) meet the needs of all children and young people and enable staff to deliver a quality service?
- 1.4.3. Do the information and communication technology (ICT) systems enable staff to deliver a quality service, meeting the needs of all children and young people?
- 1.4.4. Is analysis, evidence and learning used effectively to drive improvement?

## 2. Court disposals

**Standards and key questions** **Rating and % yes**

**2.1. Assessment** **Inadequate**

Assessment is well-informed, analytical and personalised, actively involving the child or young person and their parents/carers.

- 2.1.1. Does assessment sufficiently analyse how to support the child or young person's desistance? 65%
- 2.1.2. Does assessment sufficiently analyse how to keep the child or young person safe? 42%
- 2.1.3. Does assessment sufficiently analyse how to keep other people safe? 37%

**2.2. Planning** **Inadequate**

Planning is well-informed, holistic and personalised, actively involving the child or young person and their parents/carers.

- 2.2.1. Does planning focus sufficiently on supporting the child or young person's desistance? 74%

2.2.2. Does planning focus sufficiently on keeping the child or young person safe?	41%
2.2.3. Does planning focus sufficiently on keeping other people safe?	25%

<b>2.3. Implementation and delivery</b>	<b>Inadequate</b>
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High-quality, well-focused, personalised and coordinated services are delivered, engaging and assisting the child or young person.

2.3.1. Does the implementation and delivery of services effectively support the child or young person's desistance?	55%
2.3.2. Does the implementation and delivery of services effectively support the safety of the child or young person?	41%
2.3.3. Does the implementation and delivery of services effectively support the safety of other people?	38%

<b>2.4. Reviewing</b>	<b>Inadequate</b>
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Reviewing of progress is well-informed, analytical and personalised, actively involving the child or young person and their parents/carers.

2.4.1. Does reviewing focus sufficiently on supporting the child or young person's desistance?	52%
2.4.2. Does reviewing focus sufficiently on keeping the child or young person safe?	29%
2.4.3. Does reviewing focus sufficiently on keeping other people safe?	32%

### 3. Out-of-court disposals

Standards and key questions	Rating and % yes
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<b>3.1. Assessment</b>	<b>Good</b>
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Assessment is well-informed, analytical and personalised, actively involving the child or young person and their parents/carers.

3.1.1. Does assessment sufficiently analyse how to support the child or young person's desistance?	85%
3.1.2. Does assessment sufficiently analyse how to keep the child or young person safe?	65%
3.1.3. Does assessment sufficiently analyse how to keep other people safe?	80%

<b>3.2. Planning</b>	<b>Requires improvement</b>
Planning is well-informed, holistic and personalised, actively involving the child or young person and their parents/carers.	
3.2.1. Does planning focus sufficiently on supporting the child or young person's desistance?	89%
3.2.2. Does planning focus sufficiently on keeping the child or young person safe?	64%
3.2.3. Does planning focus sufficiently on keeping other people safe?	71%
<b>3.3. Implementation and delivery</b>	<b>Inadequate<sup>9</sup></b>
High-quality, well-focused, personalised and coordinated services are delivered, engaging and assisting the child or young person.	
3.3.1. Does the implementation and delivery of services effectively support the child or young person's desistance?	81%
3.3.2. Does the implementation and delivery of services effectively support the safety of the child or young person?	50%
3.3.3. Does the implementation and delivery of services effectively support the safety of other people?	67%
<b>3.4. Joint working</b>	<b>Outstanding</b>
Joint working with the police supports the delivery of high-quality, personalised and coordinated services.	
3.4.1. Are the YOS's recommendations sufficiently well-informed, analytical and personalised to the child or young person, supporting joint decision-making?	95%
3.4.2. Does the YOS work effectively with the police in implementing the out-of-court disposal?	80%

<sup>9</sup> Under 3.3 professional discretion was exercised because of cases close to the grade boundary. Overall performance for implementation and delivery was therefore scored as inadequate.

## Annex 3 – Glossary

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<b>Adverse childhood experiences</b>	Adverse childhood experiences (ACEs) are traumatic events that affect children while growing up, such as suffering child maltreatment or living in a household affected by domestic violence, substance misuse or mental illness
<b>AssetPlus Asset+</b>	Assessment and planning framework tool developed by the Youth Justice Board for work with children and young people who have offended, or are at risk of offending, that reflects current research and understanding of what works with children
<b>CAMHS</b>	Child and Adolescent Mental Health Services
<b>Court disposals</b>	The sentence imposed by the court. Examples of youth court disposals are referral orders, youth rehabilitation orders and detention and training orders
<b>Child Protection</b>	Work to make sure that that all reasonable action has been taken to keep to a minimum the risk of a child experiencing significant harm
<b>CSE and criminal exploitation</b>	Child sexual exploitation, is a type of child abuse, occurring when a child or young person is encouraged, forced and manipulated to take part in sexual activity for something in return, for example presents, drugs, alcohol or emotional attention. Criminal exploitation: occurs with children and young people when they are exploited, forced or coerced into committing crimes
<b>Desistance</b>	The cessation of offending or other antisocial behaviour
<b>Enforcement</b>	Action taken by a case manager in response to a child or young person's failure to comply with the actions specified as part of a community sentence or licence. Enforcement can be punitive or motivational
<b>ETE</b>	Education, training and employment: work to improve learning, and to increase future employment prospects
<b>First-time entrants</b>	A child or young person who receives a statutory criminal justice outcome (youth caution, youth conditional caution or conviction) for the first time
<b>HMIP</b>	Her Majesty's Inspectorate of Probation
<b>HMPPS</b>	Her Majesty's Prison and Probation Service: a government department responsible for carrying

	out sentences given by the courts, in custody and the community
<b>Local Authority</b>	YOTs are often a team within a specific local authority
<b>MAPPA</b>	Multi-agency public protection arrangements: where probation, police, prison and other agencies work together locally to manage offenders who pose the highest risk of harm to others
<b>NEET</b>	Children or young people not in any form of full or part-time education, training or employment
<b>Out-of-court disposal</b>	The resolution of a normally low-level offence, where it is not in the public interest to prosecute, through a community resolution, youth caution or youth conditional caution
<b>Personalised</b>	A personalised approach is one in which services are tailored to meet the needs of individuals, giving people as much choice and control as possible over the support they receive. We use this term to include diversity factors
<b>Risk of Serious Harm</b>	Risk of Serious Harm (ROSH) is a term used in AssetPlus. All cases are classified as presenting either a low/ medium/ high/ very high risk of serious harm to others. HMI Probation uses this term when referring to the classification system, but uses the broader term risk of harm when referring to the analysis which should take place in order to determine the classification level. This helps to clarify the distinction between the probability of an event occurring and the impact/severity of the event. The term Risk of Serious Harm only incorporates 'serious' impact, whereas using 'risk of harm' enables the necessary attention to be given to those young offenders for whom lower impact/severity of harmful behaviour is probable
<b>Referral order</b>	A restorative court order which can be imposed when the child or young person appearing before the court pleads guilty, and whereby the threshold does not meet a youth rehabilitation order
<b>Safeguarding</b>	A wider term than Child Protection and involves promoting a child or young person's health and development and ensuring that their overall welfare needs are met
<b>Safety and wellbeing</b>	AssetPlus replaced the assessment of vulnerability with a holistic outlook of a child or young person's safety and wellbeing concerns. It is defined as: "those outcomes where the young person's safety

	and wellbeing may be compromised through their own behaviour, personal circumstances or because of the acts/omissions of others" ( <i>AssetPlus Guidance</i> , 2016)
<b>Youth caution</b>	A caution accepted by a child or young person following admission to an offence where it is not considered to be in the public interest to prosecute the offender
<b>YOT/YOS</b>	Youth offending team: the term used in the <i>Crime and Disorder Act 1998</i> to describe a multi-agency team that aims to reduce youth offending. YOTs are known locally by many titles, such as youth justice service (YJS), youth offending service (YOS) and other generic titles that may illustrate their wider role in the local area in delivering services for children
<b>YOT Management Board</b>	The YOT Management Board holds the YOT to account to ensure it achieves the primary aim of preventing offending by children and young people
<b>YJB</b>	Youth Justice Board: government body responsible for monitoring and advising ministers on the effectiveness of the youth justice system. Providers of grants and guidance to the youth offending teams



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## **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL SOCIAL CARE, HEALTH AND WELLBEING CABINET BOARD**

**4<sup>th</sup> APRIL 2019**

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

#### **Matter for Decision**

**Wards Affected: ALL**

#### **DEFERRED PAYMENTS POLICY**

##### **Purpose of the Report**

1. To approve the deferred payments policy (Appendix A) in accordance with the Social Services and Wellbeing (Wales) Act 2014 i.e. SSWB Act 2014.

##### **Background**

2. The Social Services and Well-being (Wales) Act 2014 states that Councils must “offer” a resident who owns a property (where no qualifying person resides at the address) a Deferred Payment Agreement, subject to the resident meeting the specified eligibility criteria.
3. Where a home owner is admitted into Residential Care (on a long term basis), and no qualifying person resides at the address, then the property would be taken into account, in the resident’s financial assessment. This occurs usually twelve weeks from the date of a long term admission (i.e. there would be a twelve week property disregard period, unless the resident has initially privately funded their placement for a period in excess of twelve weeks).
4. A Deferred Payment would provide a resident (in the above circumstances) with the ability to defer a proportion of their care costs until a later date, in order that they would not be required to sell their property, immediately following the care home admission. The Council

would therefore provide the resident with financial assistance (i.e. as the resident cannot yet access the capital tied up in the property), whilst placing a charge on the property for the amount deferred, which would be recovered, following the eventual sale.

5. The Agreement will be for the duration of a resident's stay in a care home, such shorter period (as the resident so wishes), until the equity in the property falls to the relevant Capital Limit, the resident passes away, or until the resident decides to sell their property, in order to pay for their care costs.
6. Where the agreement ends due to the death of the resident, the amount owed should be repaid 90 days following death. If the Council conclude that active steps are not being taken (i.e. to sell the property and repay the debt) within 90 days, then the Council may enter into legal proceedings to recover the amount due.
7. A resident must meet specified criteria to qualify for a deferred payment agreement; these are detailed in the policy in Appendix A.
8. In order that Deferred Payments operate on a cost-neutral basis, the Act allows for Councils to recover any associated costs with the offering of Deferred Payments. These associated costs (which should not exceed the actual cost to the Council) could therefore be added to the total deferred amount (or invoiced separately). A full list of rechargeable costs is shown in schedule 3 at the end of the Deferred Payments Policy.
9. The Council has discretion to charge interest at any point during the agreement. Compound Interest can be added to the Agreement 0.15% above the Market Gilt rate (currently 1.5%) published twice yearly in the Economic and Fiscal Policy, by the Office of Budget Responsibility.
10. It is recommended that the Council charge interest from the date the agreement is terminated or if terminated due to the death of the service user 30 days after the date of death. Appendix B shows the level of interest that could be received if interest was charged from the date of the agreement.
11. There are circumstances where the Council cannot enter into a deferred payments agreement, including where:
  - i. The resident lacks mental capacity, and does not possess a registered Deputy/Attorney to act on their behalf.
  - ii. The property is un-registered, and a charge cannot be placed.

- iii. The resident refuses the Deferred Payment Agreement, or does not meet the qualifying conditions.
12. Where the above circumstances arise, the Council might advise the resident that they will need to meet the full cost of their care, and the resident would therefore be required to make private arrangements with the care provider (i.e. without the Council's involvement).
13. However, as the resident would not have the physical means to pay their fees (as their capital is tied up in the property), a Safeguarding issue would arise, where the resident would not be in a position to sustain the cost of care; in these situations, Councils would be expected to provide interim financial assistance, in order to secure the care home placement, and ensure the resident's needs are met.
14. Where the above occurs, Councils would still have the ability (under The Act) to place a charge on a resident's property (Section 70 "Recovery of Charges" and Section 71 "Creation of a Charge over an Interest in Land"), but would not be able to charge any interest on the amounts outstanding (until after the death of the resident). In order to place a charge, Councils would firstly need to generate an invoice, with the charge being the most effective means of security, if the invoice is not paid within a sufficient timescale.
15. It would be in the Council's interest to secure a Deferred Payment Agreement (where possible), and place a charge against the resident's property. However, applying complex Compound Interest from the start, will act as a disincentive to the resident, to enter into a Deferred Payment Agreement – i.e. as we would technically be penalising a Deferred Payments resident (through applying Compound Interest), compared to residents who cannot/will not sign up to a Deferred Payment Agreement.

### **Financial Impact**

16. By not charging interest the Council is forgoing the opportunity to generate income. Appendix B shows the level of interest that could be received if interest was charged from the date of the agreement. Based on the current maximum level of interest the Council can charge, and the Council offering 5 agreements per year the Council will forgo an estimated £6k per annum from year 3.

## **Legal Impact**

17. The Deferred Payment Policy is in line with the SSWB Act 2014 and associated regulations.

## **Equality impact assessment**

18. None required.

## **Workforce impacts**

19. None.

## **Risk management**

20. None.

## **Consultation**

21. None required.

## **Recommendation**

22. It is recommended that Members approve the Deferred Payment Policy as set out in Appendix A.

## **Reason for Proposed Decision**

23. To comply with the requirements of the Social Services and Wellbeing Act 2014 to offer a deferred payment agreement.

## **Implementation of Decision**

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

## **Appendices**

Appendix A – Deferred Payments Policy

Appendix B – Interest Calculation

## List of Background Papers

Social Services and Wellbeing (Wales) Act 2014 and associated Regulations (Part 4 and 5 Code of Practice).

<http://gov.wales/topics/health/socialcare/act/code-of-practice/?lang=en>

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**NEATH PORT TALBOT COUNTY BOROUGH**  
**COUNCIL**

**DEFERRED PAYMENTS POLICY**

**IN ACCORDANCE WITH THE LEGAL**  
**REQUIREMENTS OF THE SOCIAL SERVICES AND**  
**WELL-BEING (WALES) ACT 2014 – PART 5**  
**(CHARGING AND FINANCIAL ASSESSMENTS)**

**APRIL 2019**

## **1. Introduction**

The Social Services and Well-being (Wales) Act came into force on 6 April 2016. The Act provides the legal framework for improving the well-being of people who need care and support, and carers who need support, and for transforming social services in Wales.

Parts 4 and 5 of the Codes of Practice of the Act and the Care and Support (Deferred Payments) Wales Regulations 2015, sets out the new requirements for local authorities in relation to deferred payments.

Where a home owner is admitted into Residential Care (on a Long Term basis), and no qualifying person(s) reside at the address, then the property would be taken into account, in the resident's financial assessment, usually twelve weeks from the date of admission (i.e. there would be a twelve week property disregard period, unless the resident has initially privately funded their placement for a period in excess of twelve weeks).

A Deferred Payment would provide a resident (in the above circumstances) with the ability to defer/delay a proportion of their care costs until a later date, in order that they would not be required to sell their property, immediately following the care home admission – the Council would therefore provide the resident with financial assistance (i.e. as the resident cannot yet access the capital tied up in the property), whilst placing a charge on the property for the amount deferred/recoverable, following the eventual sale.

Agreements will be for the duration of a resident's stay in a care home, such shorter period (as the resident so wishes), until the equity in the property falls to the relevant Capital Limit, the resident passes away, or until the resident decides to sell their property, in order to pay for their care costs.

## **2. Core Principals**

By entering into a deferred payment agreement a person, whose property is taken into account in their financial assessment, can defer or delay paying some or all of their care costs until a later date so as to not be required to sell their property immediately upon entering a care home. Deferring payment of these costs can help a person to delay the need to sell their home at a time that can be challenging (or even a crisis point) for them and their family as they make the transition into residential care.

A deferred payment agreement can provide additional flexibility for when and how a person pays their care costs. It should be stressed that payment is deferred and not written off – the care costs must still be repaid by the person (or a third party on their behalf) at a later date.

A deferred payment agreement can last for the whole period of a person's stay in a care home, or for as long as they wish (subject to the capital/equity held compared to the capital limit). This will provide them with time and flexibility to sell their property when they choose to do so and it is up to the individual to make that decision.

### **3. Eligibility Criteria**

Deferred payment agreements are designed to avoid those persons who will be required to sell their home to pay their care costs from having to do this immediately and being able to do this at a time that suits them. Local authorities must offer a deferred payment agreement to people entering or in residential care who meet the eligibility criteria:

- someone whose needs are to be met by the provision of care and support in a care home,
- someone who is or will be required to pay a charge for their care
- the Council has carried out a financial assessment

The requirement to offer a deferred payment agreement to those individuals who meet the eligibility criteria does not apply unless the following conditions listed within the Regulations are met. These include where:

- the Council is satisfied the person has an interest in a property which the person occupies as their home, or which they used to occupy as their home;
- the value of the individual's capital assets (excluding their home), does not exceed the capital limit.
- the individual's weekly assessed income (as calculated under the Council Charging Policy) is insufficient to meet the full care costs for their residential accommodation in a care home;
- the individual is in agreement with all of the terms and conditions included in the deferred payment agreement offered;
- the Council has obtained consent from any other person who it considers has an interest over the property and which it considers may

prevent it from realising the sale of the property or recovering any deferred amount;

- the Council is able to create a charge over the property which the person has an interest in and that it takes priority over and ranking before any other interest or charge on the property.

While the Council must offer a deferred payment agreement to a person who meets the eligibility criteria set out above, there will be situations in which a local authority may refuse a request for a deferred payment agreement where these are not met.

In any circumstance where any of the eligibility criteria for a deferred payment is not met, the Council can consider the nature of the non-compliance with this criteria and whether in any event to exercise discretion to offer a deferred payment agreement. For example, a person's property may be uninsurable for some reason but has a high land value, in which case the Council may choose to accept a priority charge against this land as security for the agreement instead.

When an application for a deferred payment is declined, the Council will provide the applicant or their representative with its written reasons for refusing the request. Information about the right to appeal against the decision will also be provided.

#### **4. Information and advice**

Under section 17 (Provision of information, advice and assistance) of the Act local authorities must provide information and advice to people about care and support. This extends to information and advice in relation to the availability of deferred payment agreements. In order to be able to make well-informed choices, it is essential that people access appropriate information and advice before entering into a deferred payment agreement. It is also important that people are kept informed about their agreement throughout its duration and that they receive appropriate information upon it at its eventual termination.

The Council will provide appropriate information to enable the individual to make a decision on whether to apply for a deferred payment agreement, this will include:-

- set out the criteria governing eligibility for an agreement;
- requirements that must be adhered to for the duration of the agreement;
- clearly identifying which care costs would be deferred and make clear that they must still be repaid at a later date, for example through the sale of their property (including following the death of the person);
- explain the security that the Council is prepared to accept (see the section entitled 'Obtaining Security' below);
- explain that the total amount they can defer will be governed by the level of their care costs, compared to the value of the property (the person has an interest in) used for the deferred payment agreement;
- explain the implications that a deferred payment agreement may have on a person's income, their entitlement to any welfare benefit and the application of the charging regime;
- provide an overview of potential advantages and disadvantages of entering into a deferred payment agreement and explain what other options may be available to a person as a way of paying their care costs;
- explain (when this applies) the 12-week property disregard (as set out in the Council's charging policy), which could afford those eligible for a deferred payment additional time to consider other options for paying their care costs;
- explain the circumstances where the Council may cease to defer further care costs;
- explain whether interest would be charged on the deferred amount (i.e. the required amount) and if so, the level of this;
- explain whether administrative costs would be charged for establishing and maintaining the agreement and if so, the level of these;
- explain how an agreement can be terminated and what happens on termination of the agreement, including how the required amount due for repayment is to be repaid and the options for so doing;
- explain what happens if the required amount due is not repaid in full in the manner or time a local authority specifies;
- advising individuals to consider taking independent financial advice prior to entering into a deferred payment agreement.

The Council will also advise people that where they have a property they have an interest in, they will need to consider how they plan to use, maintain and insure their property if they take out a deferred payment agreement; that is whether they wish to rent it out, prepare it for sale, or leave it vacant for a period.

## **5. How much can be deferred**

In principle a person should be able to defer all their care costs, subject to any contribution their financial assessment has determined they are required to pay towards this cost from their assessed income. Regulations set out that a deferment can be for:

- 100% of the care costs due from the individual, less any amount they are required to pay towards these costs from their assessable income (i.e. their assessed client contribution)
- a lesser amount as the individual requests, less any amount they are required to pay

The Council will consider whether an individual can provide adequate security for the amount of the deferment agreed (i.e. the likely duration of the deferral, projected costs and how care needs and costs may increase over time and the equity available to recover the amount loaned).

If the individual has expressed a preference for a care home that costs more than the Council's usual rate for the type of care home they require, the care home may charge the person in certain circumstances, or a third party, an additional cost. Where this occurs and the individual requests that the additional cost forms part of the amount to be deferred (i.e. to be included in the required amount), the Council will also consider whether the total amount being requested as a deferred payment agreement is appropriate for the value of the security to be used for the agreement.

Where an individual intends to secure their deferred payment agreement against their interest in a property, The Council will obtain a valuation of that property. Reasonable property valuation costs will be passed onto the individual as part of the administrative costs and the Council will also charge for putting an agreement in place. An individual may request an independent assessment of the property's value (in addition to the Council's valuation). If an independent assessment finds a substantially differing value to the Council's valuation, the Council and the individual will discuss and agree an appropriate valuation prior to proceeding with the agreement.

## **6. Contributing to care costs from other sources**

The share of their care costs that an individual defers will depend on their income and the assessed resident contribution they will be required to make, based on this income.

The Council would financially assess the resident to make a contribution towards the care costs from an individual's weekly assessed income (as calculated under the Council's Charging Policy), where it is above the level of the appropriate minimum guarantee as set out in the Regulations.

An individual may choose to keep less of the appropriate minimum guarantee should they wish. This might be advantageous to the individual as they would be contributing more towards their care costs from their income, and consequently reducing the amount they are deferring (and accruing less debt to the Council overall). However, this must be entirely at the decision of the individual and the Council will not ask the person to retain less if they want to retain the full amount.

If an individual decides to rent out their property during the course of their agreement, the Council will permit the person to retain 10% of any rental income they secure.

An individual may also benefit from contributions to their care costs as a result of payments made by a third party, or from income not taken account of in a financial assessment should they wish to do so. Contributing to care costs from another source would be beneficial to the individual as it would reduce the amount they are deferring (and hence reduce their overall required amount owed to the Council). The Council will not ask a person to contribute to their deferred payment from these sources.

## **7. Obtaining security**

Adequate security must be provided for the amount deferred. This includes care costs as well as any associated interest and administrative costs which have been deferred.

The Council will accept as adequate security a legal charge in favour of the Council on the property which the service user owns (either solely or jointly) as their only or main residence

The Council will obtain written consent (and agreement) to a charge being placed on the property. In cases where there are more than one owner, the Council will obtain consent (and agreement) from all owners. All owners will then need to be signatories to the charge agreement and where there are co-owners, they will need to agree not to object to the sale of the property for the purpose of repaying the required amount due to the Council.

The Council will obtain similar consent to a charge being created against the property from any other person who has a beneficial interest in the property.

The property must be registered with the Land Registry before a deferred payment agreement can be offered. Registration and all other fees and charges relating to registration are the responsibility of the property owner(s)

### **8. Maintenance, insurance and use of secured property**

The Individual or representative will at all times ensure that there is adequate insurance against all risks and shall ensure that the Council's interest in the Property is noted on the policy of insurance.

The individual or representative shall ensure that the Property is maintained in a reasonable condition to safeguard the value of the Property and the Council's interest in the property.

The Property must not be let or occupied by any person without the Council's prior written consent.

### **9. Interest Rates**

The Council can charge interest on any amount deferred, including any administrative costs deferred. The national maximum interest rate is 0.15% above the "relevant rate". The relevant rate will change every six months on 1st January and 1st July to track the market gilts rate specified in the most recently published report by the Office of Budget Responsibility.

The Council will charge interest from the date of termination of a deferred payment agreement or if the termination is due to the death of the service user 30 days from the date of death.

The interest charged will be added to the deferred amount and will be compounded and accrue up to the point where the loan is repaid.

If for some reason the Council cannot recover the required amount it is owed in a deferred payment agreement, and pursues this through the courts, the Council will charge the County Court rate of interest in that instance.

## **10. Administration and Legal Costs**

The administrative costs can be, if requested by the individual added to the total required amount deferred as they accrue, although the individual may request to pay these separately if they chose.

The Council will publish a schedule of costs relevant to deferred payments (schedule 3)

The Council will seek to recover costs incurred in setting up the deferred payment agreement and on-going costs including:

- registering a legal charge with the Land Registry against the title of the property, including Land Registry search charges and any identity checks required;
- cost of time spent by those providing the agreement;
- cost of valuation and re-valuation of the property;

## **11. Making the agreement**

Where an individual chooses to enter into a deferred payment agreement, The Council will aim to have the agreement finalised and in place by the end of the 12-week disregard period which is provided for in the Financial Assessment Regulations (where applicable), or within 12 weeks of the person approaching the local authority regarding an agreement in other circumstances.

The Council will provide a hardcopy of the deferred payment agreement to the individual (schedule 1), and they will be provided with reasonable time to read and consider the agreement, including time for the individual to query any clauses and discuss the agreement further with the Council.

The agreement clearly sets out all terms, conditions and information necessary to enable the individual to ascertain his or her rights and obligations under the agreement.

The Council will ensure at a minimum that individuals sign or clearly and verifiably affirm that they:

- have received adequate information on options for paying their care costs,
- understand how the agreement works,
- understand the agreement they are entering into,
- have had the opportunity to ask questions about the agreement.

A term reflecting this is included in the agreement itself.

The Council will provide individuals with six-monthly written updates of the:

- amount of care costs deferred,
- interest and administrative costs accrued to date,
- total amount due,
- estimate of the equity remaining in the home not covered by the required amount deferred.

The Council will also provide the person with a statement on request within 28 days.

## **12. Circumstances in which local authorities may stop deferring care costs**

There are also circumstances where the Council may refuse to defer any further care costs for an individual who has an active deferred payment agreement in place. This refusal may be permanent or temporary depending upon whether the reason for it is a permanent or temporary change in the individual's circumstances.

The Council will not demand repayment of the whole required amount deferred in these circumstances and repayment of that amount is still subject to the usual terms of termination.

The Council will provide advance notice that further deferred payments are going to cease and will provide the individual with an indication of how their care costs will need to be met in future. Depending on their financial circumstances, the individual may be required to meet all or part of their care costs from their weekly assessed income where this is more than the appropriate minimum income amount or from any savings they hold above the level of the capital limit.

The Council will only exercise these powers to cease a deferred payment agreement after consideration as to the impact the decision will have on the

individual's financial circumstances and the Council's overarching duties to meet an individual's assessed social care needs.

Circumstances in which the Council may refuse to defer any further care costs include:

- when an individual's total capital (including the value of the remaining equity in their property once the required amount deferred is taken into account) falls to the level of the capital limit so that the person becomes eligible for financial support from the Council in paying for their care costs;
- when the person's weekly assessed income (under the Council's charging policy) becomes sufficient to meet the full care costs for their residential accommodation in a care home;
- where a person no longer has need for care in a care home;
- if a person breaches certain predefined terms or conditions of their agreement and the Council's attempts to resolve the breach are unsuccessful;
- if, under the Council's charging policy the value of the property subsequently becomes disregarded for any reason and the person consequently qualifies for local authority support in paying their care costs.

### **13. Termination a deferred payment agreement**

A deferred payment agreement can be terminated in three ways:

1. At any time by the individual by repaying the outstanding care costs (including any outstanding interest and administrative costs) due in full (this can happen during an individual's lifetime or when the agreement is terminated through the agreement holder's death)
2. When the property is sold and the authority is repaid
3. When the service user dies and the amount is repaid to the Council from their estate.

On termination, the full required amount deferred due must be paid to the Council. Once payment has been received the Council will relinquish the charge on the property.

If the deferred payment is terminated due to the individual's death, the amount due to the Council must be either paid from the estate or paid by a third party. An individual's family or a third party can settle the debt to the Council by other means of repayment if they wish, so as to avoid selling the property against which the deferred payment agreement had been secured. Where they do, the Council will accept the alternative means of payment, provided this payment covers the full amount due to the Council.

The Council will wait at least two weeks following the individual's death before approaching the executor with a full breakdown of the total amount deferred (but a family member or the executor can approach the Council to resolve the outstanding amount due prior to this point). Responsibility for arranging for repayment of the amount due (in the case of payment from the estate) falls to the executor of the will.

Interest will accrue on the amount owed to the Council 30 days after the individual's death until the amount due to the Council is repaid in full.

If terminated through a service user's death, the amount owed to the Council under the deferred payment agreement falls due 90 days after the individual has died. After this 90 day period, if the Council concludes active steps to repay the debt are not being taken, for example if the sale is not progressing and the Council has actively sought to resolve the situation (or the Council concludes the executor is wilfully obstructing sale of the property), the Council may enter into legal proceedings to reclaim the amount due.

In whichever circumstance an agreement is terminated, the full amount due to the Council must be repaid to cover all costs accrued under the agreement, and the individual (and/or the third party where appropriate) will be provided with a full breakdown of how the amount due has been calculated. Once the amount has been paid, the Council will provide the individual or the appropriate third party with confirmation that the agreement has been concluded, and confirm (where appropriate) that the charge against the property has been removed.

#### **14. Use of financial information and privacy**

The information the Council collects and keeps about individuals is confidential and can only be seen by authorised staff. This information will only be shared with other relevant people and agencies in accordance with the Data

Protection Act 1998 or with the written consent of the individual or their legally appointed representative. All individuals have the right to see information that the Council keeps about them at any stage.

### **15. Review and complaints**

Where a deferred payment agreement has been refused by the Council, the applicant or their representative has the right to ask for the decision to be reviewed

If an individual is still unhappy with the Council's decision they will be able to make a formal complaint about this to the Council, this will be considered through the Social Services complaints procedure.

### **16. Contact Details**

The financial assessments team can be contacted by telephone on 01639 686422 between 9am - 5pm Monday to Thursday and 9am - 4:30 pm on Fridays.

In writing to:

Financial Assessments Team  
Civic Centre  
Neath  
SA11 3QZ

### **17. Schedules**

1. Deferred payments agreement
2. Deferred payments application form
3. Deferred payments fees and charges

**Schedule 1**

Social Services and Well-being (Wales) Act 2014

**DEFERRED PAYMENT AGREEMENT**

Neath Port Talbot County Borough Council

AND

[Resident [acting by [name of Attorney or Deputy]]

[and]

[Co-Owner]

[and]

[Mortgagee]

In relation to [address of Property]

**THIS AGREEMENT** is made as a DEED on the (date to be completed when agreement is executed by all parties)

BETWEEN

- (1) Neath Port Talbot County Borough council of Civic Centre, Port Talbot SA13 1PJ (“the Local Authority”)

AND

- (2) [insert name of Resident] of (address of Resident) [acting by [name of donor of PA] as his/her attorney/deputy [specify instrument of appointment]]

AND

- (3) [(insert where applicable the details of the Mortgagee) (“the Mortgagee”)]

AND

- (4) [(Insert the Name of the Co-owner) of (address of Co-owner) (“the Co-owner”)]

## **BACKGROUND**

- (1) The Resident has moved into a Care Home and can request to delay or defer paying part or all of the Fee until a later date so as to not be required to sell his/her property immediately upon entering a care home.
- (2) Local Authorities must offer a Deferred Payment Agreement to those persons entering or in a care home who meet certain criteria governing eligibility under the Care and Support (Deferred Payment)(Wales) Regulations 2015.
- (3) The purpose of this Agreement is to set out the terms upon which the Local Authority will lend amounts of money to the Resident for the purpose of paying his or her care home fees, which shall be paid by the Local Authority on the Resident’s behalf.
- (4) This Agreement allows the Local Authority to place a Legal Charge over the Resident’s [and the Co-Owner’s] Property as security for the payment of the Debt that the Local Authority incurs in making payment to the Care Home on behalf of the Resident.
- (5) The Resident agrees to the Legal Charge being placed over the Property upon the terms and conditions set out in this Agreement and the Legal Charge.

## **AGREED TERMS AND CONDITIONS**

### **1. Interpretation**

1.1 In this agreement, the following words shall mean:

Arbitrator:	A person appointed by agreement between the parties or in the absence of agreement within 14 days of one party giving notice to the other of its nomination or nominations nominated by the President on the application of either party
Agreement:	The terms set out in this Agreement and numbered 1 to 19 and Schedule 1 to 3
Capital Limit	The maximum amount of capital, assessed in accordance with the Financial Assessment Regulations, which the Resident may have, above which the Resident will be required to pay the full cost of his or her residential care. The Capital Limit is specified in Regulation 11 of the Care and Support (Charging) (Wales) Regulations 2015 as amended.
Care Home:	The residential care home identified in Schedule 1 or such alternative care home as may be amended in accordance with the terms of this Agreement
Costs:	The costs associated with deferring the Resident's care costs including the administrative costs associated with the Agreement, including legal and valuation fees and the ongoing operating costs of the Agreement together with any interest accrued thereon (where applicable) as set out in Schedule 3 to this Agreement
Debt:	The balance of money from time to time that the Resident owes to the Local Authority in respect of entering into this Agreement (to include costs for the avoidance of doubt) together with any interest accrued thereon (where applicable)
Fee(s):	The fees of the Care Home as set out in Schedule 1 which may increase from time to time
Financial Assessment:	The assessment by the Local Authority of the Resident's financial resources carried out in accordance with The Care and Support (Financial Assessment) (Wales) Regulations 2015

Interest:	The sum payable at the Rate of Interest on the Fees and Costs outstanding
Insured Risks:	The risks of loss or damage by natural disasters, fire, explosion, aircraft, including articles dropped from aircraft, riot, civil commotion, malicious persons, subsidence, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, and impact by road vehicles and falling trees and any other risks the Local Authority from time to time by notice to the Resident reasonably requires the Resident to insure against
Legal Charge:	The form of security for the Debt that the Resident owes to the Local Authority as set out in Schedule 2 which is capable of being registered as first legal charge in favour of the Local Authority at the Land Registry
Loan	The total amount, at any time, which has been lent under this Agreement to pay Care Charges, Costs and Interest and the words “lend”, “lending” and “lent” are used in this Agreement to describe the act of lending any amount to pay a Care Charge or Care Charges to the care provider, Costs and Interest
President	Means the President for the time being of the Royal Institution of Chartered Surveyors, the duly appointed deputy of the President or any person authorised by the President to make appointments on his behalf
Property:	The property which the Resident either owns or has a beneficial or equitable interest as set out in Schedule 1
Rate of Interest:	The rate of interest charged will be the national maximum interest rate, which is 0.15% above the relevant rate. The relevant rate is the weighted average interest rate on conventional gilts specified for the financial year in which the relevant period starts in the most recent report published before the start of the relevant period by the Office of Budget Responsibility under section 4(3) of the Budget Responsibility and National Audit Act 2011. The relevant period is the period starting on 1 January and ending on 30 June in any year or 1 July and ending on 31 December in any year

Representative: A person acting on behalf of the Resident under a Power of Attorney or as a Deputy appointed by order of the Court of Protection and identified in the first page of this Agreement

Statement: Financial statement issued to the Resident which details the Debt broken down into the amount of Fees, Costs and Interest as at the date of issue. For the avoidance of doubt the figure may increase due to the addition of compound interest

- 1.2 Where a reference is made in this Agreement to any legislation or legislative provision, it includes reference to that provision as it may from time to time be amended, extended or re-enacted
- 1.3 Where the context allows or requires, words in the singular include the plural and words in the plural include the singular
- 1.4 Where a reference is made in this Agreement to your income, it means your income as calculated in accordance with regulations made under section 64 of the Social Services and Well-being (Wales) Act 2014

## **2. Powers of the Local Authority**

- 2.1 The Local Authority is exercising its powers:
  - 2.1.1 to provide a Deferred Payment Agreement in accordance with sections 35, 36 and 68 of the Social Services and Well-being (Wales) Act 2014 and The Care and Support (Deferred Payment) (Wales) Regulations 2015;
  - 2.1.2 to charge for the services and administration of providing and or arranging care in accordance with sections 57 and 59 of the Social Services and Well-being (Wales) Act 2014;
  - 2.1.3 and all other enabling powers available to the Local Authority in concluding this Agreement.

## **3. The Property**

- 3.1 The Resident has an interest in the Property which the Resident occupies or used to occupy as their home. The Local Authority has carried out a Financial Assessment and is satisfied that the Resident does not have adequate capital and/or income to pay the Care Home Fees in whole or in part at this time [OR the Resident has expressed a preference for certain accommodation that is available at an additional cost.]

- 3.2 The Resident would like to enter into this Agreement so that the Local Authority will pay the Fees [*OR* pay a proportion of the Fees].
- 3.3 Where the Resident chooses to enter into a Deferred Payment Agreement the Local Authority must obtain a valuation of the Property. The Local Authority will invoice the Resident for such valuation costs. The Resident can opt to pay these costs as and when they arise or for the costs to be added to the Debt. If the Resident does not inform the Local Authority in writing within 28 days of the costs arising of his or her intention to pay the costs outright then the costs will be added to the Debt.
- 3.4 The Resident may also choose to carry out an independent valuation of the Property which shall be undertaken by a Fellow/Member of the Royal Institute of Chartered Surveyors at the Resident's expense. Where there is a difference in the valuations of the Local Authority and the Resident, the valuation may be agreed in writing between the Local Authority and Resident or (in the absence of agreement) shall be determined by the Arbitrator who shall decide the value at which the Property might reasonably be expected to obtain by sale in the open market at the date of the valuation. The arbitration shall be conducted in accordance with the Arbitration Act 1996 except that if the Arbitrator nominated shall die or decline to act the President may on the application of either party discharge the Arbitrator and appoint another in his place
- 3.5 The Local Authority may undertake periodic reviews and carry out valuations of the Property to ensure the Resident's equity/capital remains above the required Capital Limit. The Local Authority will invoice the Resident for such costs. The Resident can opt to pay these costs as and when they arise or for the costs to be added to the Debt. If the Resident does not inform the Local Authority in writing within 28 days of the costs arising of his or his intention to pay the costs outright then the costs will be added to the Debt.
- 3.6 The Resident acknowledges and accepts that the Local Authority is providing a loan to the Resident and that loan is repayable. The purpose of this Agreement, amongst other things, is to set out the terms and conditions that apply to the loan, when repayment will be due, and any other ancillary matters in connection with it.

#### **4. The Loan**

- 4.1 The Local Authority agrees, subject to the Financial Assessment and any further future Financial Assessments, to loan amounts of money to the Resident, subject to a maximum amount of the Fee and the Costs together with any interest accrued thereon (where applicable). For the avoidance of doubt this sum of money is referred to as the Debt in this Agreement.

- 4.2 The Local Authority will require a contribution towards the care costs from a residents weekly assessed income (as calculated under the Charging Regulations), where it is above the level of the appropriate minimum guarantee as set out in regulation 6 (Adult's contribution) of the Regulations.
- 4.3 The Resident may choose to keep less of the appropriate minimum guarantee should they wish or contribute from any other sources of income. This might be advantageous to the Resident as they will be contributing more towards their care costs from their income and consequently reduce the amount of the Debt.
- 4.4 If a Resident decides to rent out their property during the course of the agreement, the Local Authority will permit the Resident to retain 10% of any rental income they secure with 90% of the income being taken into account in the Financial Assessment
- 4.5 The loan will be made by deferring the Resident's obligation to pay the Debt due to the Local Authority.
- 4.6 The Resident may, at any time repay the Debt on giving not less than 28 days written notice to the Local Authority and requesting a Statement of the proposed repayment date. The Statement shall set out the total Debt at the requested date.
- 4.7 Where the Resident decides to pay all or part of the Fees, and/or Costs, and/or any interest accrued thereon (where applicable) Schedule 1 will be amended following the payment and the Local Authority shall send an updated Statement which shall be deemed to be incorporated into this Agreement.
- 4.8 Where the Resident moves accommodation from one care home to another care home, the address shall be substituted in Schedule 1 and those Fees will be amended to reflect any price change. For the avoidance of doubt the new Fees will replace the old Fees in Schedule 1 from the applicable date, the Debt will continue to accrue and this Agreement shall continue.
- 4.9 The Local Authority will re-assess the Resident's client contribution at least annually and may re-assess the Resident's client contribution when notified, or becomes aware of a change in the Resident's circumstances.
- 4.10 The sums set out in Schedule 1 will change and the Resident agrees and accepts that the Fees, and/or Costs and/or any interest accrued thereon (where applicable) may change over the duration of this Agreement. Such changes may be brought about in, but not limited to, the following circumstances:
- 4.10.1 If there is any change in the Fees;
- 4.10.2 If there is any change in the Resident's financial circumstances and their assessed contribution;

- 4.10.3 If there is any other change in circumstances;
- 4.10.4 There is any change in the Costs.
- 4.11 If any change occurs in accordance with clause 4.10 above, the Local Authority will send an updated Statement setting out the amount of Debt at any given time.
- 4.12 The Local Authority may refuse to defer any further Fees and or Costs despite the existing Agreement in certain circumstances. Such circumstances may include:
  - 4.12.1 The Resident's total capital falls below the Capital Limit and the Resident is no longer responsible for the full cost of their care
  - 4.12.2 The Resident's income is of a sufficient level to meet the full care costs
  - 4.12.3 Where there is a breach of the terms of this Agreement by the Resident
  - 4.12.4 Where the value of the Property becomes disregarded and the Resident consequently qualifies for Local Authority support in paying their care costs
  - 4.12.5 Where in the reasonable view of the Local Authority the Resident's needs should no longer be met by the provision of care and support in a care home
  - 4.12.6 Where the Property can no longer be insured against all of the Insured Risks , unless there are reasonable grounds for concluding that the value of the Property, disregarding any building on the Property, is adequate security for the Debt, together with such further lending as is to be provided
- 4.13 Where the Local Authority proposes to cease deferring any further Fees and Costs it shall provide advance notice to the Resident, together with proposals for how their care costs may be met in the future.
- 4.14 Interest shall begin to accrue on the Fees and any Costs from the date that the deferment ceases as set out in a notice sent under clause 4.13 and will be calculated on a compound basis.

## **5. Ownership and Beneficial Interest**

- 5.1 The Resident confirms that there is no other beneficial interest in the Property whether by way of mortgage, legal charge or otherwise affecting the Property which will require the consent of any other third party to the creation of the Legal Charge which will be created by this Agreement OR
- 5.2 The Mortgagee acknowledges and consents to the Resident entering into the terms of this Agreement and consents to the registration of a Legal Charge which will be created under the terms of this Agreement

5.3 The Co-owner consents to the Resident entering into the terms of this Agreement. The Co-owner agrees that he/she will join as a party to the Legal Charge which will be created under the terms of this Agreement. The Co-owner agrees that he/she will do all things necessary and sign all forms of consent appropriate to securing the registration of the Legal Charge as first charge in favour of the Local Authority under the terms of this Agreement and does not object to any future sale of the Property in order to repay the Debt. The Co-owner acknowledges that they have been advised to seek independent legal and financial advice before signing this Agreement.

## **6 Costs**

6.1 The Resident is aware and accepts that the Local Authority has incurred the Costs set out in Schedule 3. The Resident has been made aware of the Local Authority Costs applicable to this Agreement.

6.2 The Costs may be subject to any increase in charges that will be applicable when entering into this Agreement.

6.3 The Resident can opt to pay the Costs as and when they arise or the Costs can be added to the Debt and the Resident accepts that interest will be charged where applicable under this Agreement. If the Resident does not inform the Local Authority in writing within 28 days of the Costs arising of his or her intention to pay the Costs outright then the Costs will be added to the Debt.

6.4 For the avoidance of doubt any amendment to the figures contained in Schedule 3 once issued by the Local Authority shall not constitute a variation and shall be deemed to be incorporated into this Agreement from that date onwards.

## **7 Interest**

7.1 The Resident is aware and accepts that the Local Authority will charge Interest on the Fees and any Costs of the Local Authority where applicable.

7.2 Interest will be charged from the date referred to in 7.4 and in any event the Local Authority will not exceed the nationally set maximum figure of interest.

7.3 The Resident must give the Local Authority at least 28 days written notice if he or she wishes for the Interest to be added to the Debt. In the absence of such written notice by the Resident the Local Authority will send the Resident an invoice in respect of any outstanding Interest to be paid by the Resident to the Local Authority and the Resident will pay the Interest within 30 days of the date of the invoice

7.4 Except where clause 4.14 applies Interest will accrue and be added 30 days after the date of death of the Resident.

7.5 It is acknowledged and accepted by the Resident that the Rate of Interest is likely to vary over time and may change in compliance with any amendment to the relevant legislation.

## **8 Costs and Interest on Costs**

8.1 The Resident must pay the Costs of the Local Authority which include those elements set out in Schedule 3 or otherwise set out in this Agreement, some of which may be estimates.

8.2 Such Costs may increase during the term of this Agreement and if this occurs the Local Authority shall send an updated costs list in Schedule 3 to the Resident and such variation of Schedule 3 shall be deemed to be incorporated and replace the previous Costs set out in Schedule 3 for the applicable year.

8.3 Interest will be added to the Costs on a compound basis, where applicable in accordance with clause 7 above. The Resident can opt to pay the Costs as and when they arise or the Costs can be added to the Debt. If the Resident does not inform the Local Authority in writing within 28 days of the Costs arising of his or her intention to pay the Costs outright then the Costs will be added to the Debt.

## **9 Statements**

9.1 The Local Authority will as a minimum send a Statement to the Resident either:

- 9.1.1 Every 6 months, or
- 9.1.2 At the end of the period of 6 months beginning with the date of this Agreement and every 6 months thereafter;
- 9.1.3 Within 28 days of a written request to the Local Authority for such a Statement made by the Resident or on the Resident's behalf

9.2 The Statement shall detail:

- 9.2.1 The amount the Resident would have to pay to the Local Authority if the Resident were to bring the Agreement to an end on the date of the statement, or such later date as has been requested by the Resident; and
- 9.2.2 The amount of the Debt which has accrued since the Agreement was made;
- 9.2.3 The Local Authority's calculation of how much estimated equity/ capital the Resident will have in the Property at the end of the year;
- 9.2.4 Any Costs that have been incurred by the Local Authority.

## **10 Ending this Agreement**

- 10.1 This Agreement has no fixed duration however it may be terminated upon one the following trigger events:
- 10.1.1 At any time by the outstanding Debt being repaid in full. The Resident must give not less than 28 days written notice to the Local Authority and request a Statement of the proposed repayment date. The statement shall set out the Debt at the requested date
  - 10.1.2 When there has been a sale or disposal of the Property and the Debt to the Local Authority is repaid
  - 10.1.3 When the Debt is repaid to the Local Authority from the Resident's estate upon death of the Resident
  - 10.1.4 Where the Debt is no longer payable
  - 10.1.5 If the Resident or their Representative fails to comply with their obligations and undertakings under this Agreement or in relation to the security provided under the Legal Charge. In this case the Local Authority will request that the Debt is repaid in full within 30 days and if not possible at this stage commence legal proceedings.
- 10.2 Should this Agreement be brought to an end in accordance with clause 10.1 above, the Local Authority shall write to the Resident, Attorney, Deputy or Personal Representative(s) of the Resident's or Resident's estate to confirm the Agreement has been terminated.
- 10.3 When the Agreement has been terminated and the Debt repaid in full the Local Authority will relinquish the charge on the property and notify the Resident.

## **11 Variation**

Any Variation to this Agreement save the financial information contained in the Statements (Clause 9 and 17.2) and or the address of the Care Home (Clause 4.8) must be in writing and signed by the Resident and the Local Authority and any other parties to this Agreement as required.

## **12 Applicable Law**

The interpretation, validity and performance of this Agreement shall be governed by the law of England and Wales and only the courts of England and Wales shall have jurisdiction in relation to this Agreement.

## **13 Notices and Statements**

- 13.1 Any notice or Statement which the Local Authority will provide under this Agreement shall be sent to the Resident at the Care Home address, his/her Attorney or Deputy or any other person at such address as has been agreed between the Resident or their Representative, and the Local Authority from time to time.

- 13.2 Any notice that the Resident or their Representative provides to the Local Authority under this Agreement shall be sent by second class prepaid post.
- 13.3 Such notice or Statement which is sent by second class post shall be treated as having been served on the third day after it is posted, excluding Sundays and public holidays.

#### **14 Keeping the Local Authority Informed**

- 14.1 The Resident must inform the Local Authority as soon as reasonably practicable and in any event within 28 days in writing if any of the following events occur:
- 14.1.1 The Resident's income exceeds that required by the Financial Assessment or is expected to increase to a level that would change the Financial Assessment;
  - 14.1.2 There is a change to the amount or frequency of the Resident's Fees;
  - 14.1.3 Fees are outstanding or have not been paid when they have become due (save those Fees that the Local Authority has agreed to pay);
  - 14.1.4 The Resident no longer lives in a Care Home or the Local Authority is no longer going to make arrangements for the Resident;
  - 14.1.5 There is a change in the Resident's needs for care and support which may affect the requirement to live in the Care Home;
  - 14.1.6 A decision is taken to sell, or otherwise dispose of the Property, or have any dealings with the Property that may impact the Local Authority's ability to use the Property as security for the Debt.

#### **15 Insurance and Maintenance**

- 15.1 The Resident will insure the Property on a fully comprehensive basis and with a reputable company, and keep it insured against damage or destruction by the Insured Risks in an amount equal to the full cost of rebuilding and reinstating the Property as new in the event of its total destruction including VAT, architects', surveyors and other professional fees, fees payable on application for any permissions, the cost of debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses and subject to annual index linking unless specified otherwise and shall ensure that the Council's interest in the Property is noted on the policy of insurance. The Resident, will make payment for the period upon which the Property is insured, and provide evidence of insurance to include the policy of insurance to the Local Authority prior to the commencement of this Agreement and upon request by the Local Authority. For the avoidance of doubt, the Resident will also be responsible for arranging contents insurance for the Property if required.
- 15.2 The Resident must comply with all requirements and recommendations of the insurers and fire authority and must not do or omit to do anything that could cause any insurance policy effected in accordance with this Agreement to become wholly or partly void or voidable. The Resident must immediately give notice to the Local Authority of anything that might affect any insurance policy effected in accordance with this Agreement, and of any destruction of or damage to the Premises, whether or not caused by one or more of the Insured Risks.

- 15.3 The Resident must produce to the Local Authority on demand every insurance policy effected in accordance with this Agreement and the receipt for the then current year's premium, and if so required must supply the Landlord with a copy of every such policy
- 15.4 If the Local Authority is not satisfied that the property is adequately insured then the Local Authority may take measures to insure the Property and charge the cost of the insurance back to the Resident. The Resident can request that the cost of the insurance is added to the Debt. If the Resident does not inform the Authority in writing within 28 days of the cost of insurance arising of his or her intention to pay the cost of the insurance outright then the Costs will be added to the Debt.
- 15.5 The Resident and any Co-owner shall ensure that the Property is maintained in a reasonable condition.
- 15.6 The Local Authority upon giving reasonable written notice may inspect the Property to ensure that the Property is being maintained in a reasonable condition and/or whether there are works or maintenance required to keep the Property in a good state of repair to preserve or restore its value.
- 15.7 Where any work is required to the Property the Local Authority or any appropriately qualified person acting on its behalf may carry out works or instruct that works are carried out on the Local Authorities behalf as the Local Authority reasonably considers necessary to keep the property in good order, providing that:
- 15.7.1 Subject to clause 15.9 the Local Authority has given 28 days' notice of the required works giving the Resident the opportunity to arrange for the required works to be carried out; and
- 15.7.2 That period has passed and the works have not been carried out; or have not been carried out to the reasonable satisfaction of the Local Authority.
- 15.8 The Resident and any Co-Owner accepts that the Local Authority has an interest in the Property being in a good state of repair to ensure that the value of the Property ensures security for the Debt.
- 15.9 The Local Authority may not provide reasonable notice where works are required to the Property as a matter of urgency however the Local Authority will notify the Resident as soon as is reasonably practicable.
- 15.10 The Local Authority shall provide the Resident with an invoice of costs in relation to such works and the Local Authority's time in arranging such works and shall provide a period of 28 days whereby the Resident can arrange payment. Where payment is not received by the Local Authority within 28 days then the Local Authority will add such costs to the Debt, which interest will be charged upon.

## **16 Possession of Property**

- 16.1 The Resident and/or any Co-owner must not assign charge sub-let part with or share possession of the whole or any part of the Property or otherwise deal with or dispose of any interest in the Property including by way of Declaration of Trust without the Local Authority's prior written consent
- 16.2 The Property must not be let or occupied by any person without the Local Authority's prior written consent, which will not be unreasonably withheld providing the Property is to be occupied upon an assured short-hold tenancy which enables an order for possession to be obtained, after the expiry of an initial term of no more than six months, upon one month's written notice.

## **17 Security**

- 17.1 The Local Authority's right to repayment of the Debt under this Agreement is to be secured by a Legal Charge over the Property in the form attached in Schedule 2. The Resident consents to the Legal Charge being registered against the property.
- 17.2 The Resident accepts that the Legal Charge will represent the amount of the Debt as at the date it is placed on the Property however the Debt will increase above this level. The Local Authority will issue Statements which set out the amount of the Debt as set out in clause 9. The amount of the Debt will continue to rise until the Debt is repaid. The Resident and the Local Authority acknowledge and accept that the value of the Debt will increase, and as such, each Statement will set out the total amount of the Debt owing under this Agreement.
- 17.3 For the avoidance of doubt the Statement does not represent a variation to this Agreement, once the Statement is issued by the Local Authority it shall be incorporated into this Agreement from that date onwards.

## **18 Repayment**

- 18.1 The Debt is to be repaid to the Local Authority on the earliest of the following dates:
- 18.1.1 The date of any sale or other disposal of the Property;
- 18.1.2 The date 90 days after the Resident's date of death. If following this 90 day period active steps are not being taken to repay the debt the Local Authority will commence legal proceedings to reclaim the amount due
- 18.2 The Local Authority has entered into this Agreement with the Resident in good faith on the basis that either the Local Authority is required to defer the payment of Fees, or the Resident has requested such fees to be deferred, up to the maximum of the required amount calculated in accordance with The Care and Support (Deferred Payment) (Wales) Regulations 2015 or any amendment or similar legislation in force from time to time. The Resident or their Representative will be required to immediately repay all or parts of the Debt together with Interest and Costs if the Local Authority defers sums on the mistaken assumption that it is required to make such payments (and is not actually required to permit the Resident/their Representative to defer those sums) and

the Resident/their Representative should reasonably realise that they were not entitled to those sums.

## **19 Independent Legal Advice**

19.1 The Resident or a Representative (where this Agreement is executed on behalf of the Resident) confirms that they have received:

- 19.1.1 adequate information in respect of payment options for their care; and
- 19.1.2 understands the terms of the Agreement and has received the opportunity to ask for any clarification prior to entering into this Agreement.

19.2 The Resident or a Representative of the Resident has been advised by the Local Authority to seek independent legal and financial advice before signing this agreement.

**Signature**

**Please read this Agreement and its Schedules carefully, including all the terms and conditions set out above and the information contained below and only sign if you understand and accept those terms and conditions.**

**THE COMMON SEAL of NEATH** )

**PORT TALBOT COUNTY** )

**BOROUGH COUNCIL** was hereunto )

affixed in the presence of:- )

**Proper Officer**

**SIGNED AS A DEED** by the said )

[ADD NAME] in the presence of: )

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

## CARE HOME FEES

Care Home: (insert the address of the care home where the Resident is living and for which the payments will be made)

The Amounts Payable:

Who pays what? Complete the relevant section below – 1, 2 or 3.

Payment will be required in one of the following circumstances:

1) Where there is no additional payment

The Care Home's fees are	£	per week
The Resident's assessed contribution is	£	per week
The Local Authority will pay for the Resident the difference of	£	per week

2) Where an additional payment is due to be paid by the Resident but is being deferred

The Care Home's fees are	£	per week
The Resident's assessed contribution is	£	per week
The Resident's additional payment is	£	per week
The Local Authority will pay for the Resident the difference between the Care Home fees and the assessed contribution	£	per week

3) Where an additional payment is being paid by a third party

The Care Home's fees are	£	per week
The Resident's assessed contribution is	£	per week
The additional payment is	£	per week
The Local Authority will pay for the Resident the difference between the care home fees and the sum of the Resident's assessed contribution and the additional payment	£	per week

## Proposed Legal Charge over the Property

### HM LAND REGISTRY

[Administration Area: \_\_\_\_\_ Title No.: \_\_\_\_\_ ]

Property: \_\_\_\_\_

Date: \_\_\_\_\_

IN CONSIDERATION of the Deferred Contributions specified in the Deferred Payments Agreement made between the parties and dated  
("the Agreement") receipt of which is acknowledged.

I \_\_\_\_\_ ("the Resident")

Of \_\_\_\_\_ [Insert current

address] and formerly of \_\_\_\_\_

[Insert former home address] and

I \_\_\_\_\_ ("the Co-Owner")

Of \_\_\_\_\_

\_\_\_\_\_ [Insert current address]

**with full title guarantee CHARGE by way of legal mortgage the Property (as referred to in the Agreement) [being the land comprised in the title above referred to] with the payment to [Insert name of Authority] of [Insert address of Authority] ("the Authority") of the total amount of Deferred Contributions owing from time to time by the Resident to the Authority with interest at the rate and payable at the times specified in the Agreement.**

Signed as a deed  
by [Insert name of Resident or their authorised  
representative (attorney/receiver)]: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signed as a deed  
by [Insert name of Co-owner]: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signed as a deed  
by Name of Authorised Authority Signatory: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

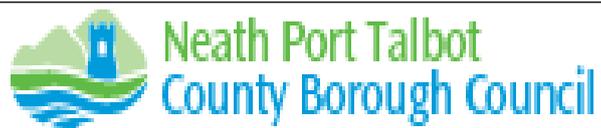
Address: \_\_\_\_\_  
\_\_\_\_\_

## Costs

List of Costs that the Local Authority will charge for entering into this Agreement. In accordance with clause 8 this list may be amended from time to time if the Costs of entering into this Agreement should rise. In this circumstance the Local Authority shall send a copy of the Costs to the Resident and such updated list of Costs shall be deemed to replace any list in this Agreement from that date onwards without the need for a variation in accordance with clause 11.

<b>One-off Set Up Costs</b>	<b>£</b>
Legal costs for preparation of the Agreement and Legal charge	
Registered Properties at HM Land Registry	100.00
Unregistered Properties at HM Land Registry	200.00
Land Registry Official Copy Fee	6.00
Land Registry Search	3.00
Land Registry Registration Fee ( <i>Dependent upon value of charge</i> )	TBC
Bankruptcy (K16)	2.00 per name
Valuation Fees	135.00
	<hr/>
<b>Ongoing Annual Costs</b>	
Valuation fees	135.00

**Schedule 2**



**DIRECTORATE OF SOCIAL SERVICES**

**DEFERRED PAYMENT APPLICATION**

Please ensure that you refer to the guidance notes at the back of the form to help you fill out the application fully and accurately.

**Section A – resident’s details**

Mr/Mrs/Miss/other ..... Surname .....

First Names .....

Date of Birth ...../...../.....

**Section B – representative applying on behalf of the resident**

Mr/Mrs/Miss/other ..... Surname.....

First Names.....

Address.....

.....

..... Post code .....

Telephone number: - .....

Relationship to resident:- .....

Do you have the legal authority to act on behalf of the person named in section A above? Yes / No

If **YES**, please state what authority you have

- Lasting Power of Attorney
- Enduring Power of Attorney
- Deputyship

(Please enclose a copy of such legal documentation with this form)

If **NO**, or if you are in the process of applying, we will not be able to proceed with your application until such arrangements are in place and a copy of the relevant legal documentation has been received.

---

**Section C – details of the property**

---

Address .....

.....

..... Post code .....

Please state if the person named in Section A is the –

- Sole owner, or
- Joint/co-owner

If a joint/co-owner, please state full name(s) & address of the other owner(s) as detailed on the property deeds:-

.....

.....

Please state the year that the property was purchased:- .....

Estimate up to date value of the property:- £.....

Is there an outstanding mortgage on the property:- Yes / No

If **YES**, please complete the following:-

Amount outstanding on the mortgage:- £ .....

Mortgage Lender:- .....

*(Please enclose a copy of a recent mortgage statement with this form)*

Please state if you intend to rent out the property:- Yes / No

If **YES**, what is the expected weekly rental income:- £.....

---

**Section D – other information**

---

Please give any other information which you feel may be relevant

.....

.....

.....

.....

---

**Section E – declaration**

- I wish to make an application to the Deferred Payment Scheme and understand that acceptance of my application is at the discretion of Neath Port Talbot County Borough Council.
- I understand that the Deferred Payment is only effective where a Deferred Payment Agreement has been completed and that I can withdraw my application if I wish.
- I confirm that I own/jointly own the property stated in Section C and that I authorise Neath Port Talbot County Borough Council to carry out the necessary checks to confirm this.
- I agree to a Legal Charge with the Land Registry being placed on the property stated in Section C and that I shall meet such costs.
- I agree that I will be responsible for payment of my assessed weekly accommodation charges based on my income, as specified under Part 4 & 5 Code of Practice (Charging and Financial Assessment) of the Social Services & Well-being (Wales) Act 2014.
- I confirm that I have read and understood this application form and the accompanying leaflet and that I have been advised to seek independent legal & financial advice
- I understand that if information is needed as part of a criminal investigation, or to protect people from harm, this information will be shared as necessary
- I understand that Neath Port Talbot County Borough Council has a duty to protect the public funds it administers, and to this end may use the information provided for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.
- I authorise Neath Port Talbot County Borough Council to share the information; or to make necessary enquiries to check the information within the form with relevant Agencies in relation to the processing of my application
- I confirm that the information given in this form is to the best of my knowledge a true and accurate record

Signed ..... Date...../...../.....

Print name.....

Signed on behalf of .....

**Only sign on behalf of the resident if you are the person named in Section B and have the legal authority to act on their behalf**

**Guidance for completion of the application form**

Please take time to read through the application form and gather together the relevant information you will need to ensure that the form is completed as accurately as possible. Any required information not supplied or completed incorrectly, may delay the application being processed.

If at any time you require addition guidance or clarification to help you complete the form, please contact the Financial Assessment Team.

**Section A**

The resident is the person who is/will be living within a residential care setting and wishes to defer accommodation charges (not including the assessed client contribution, which would be required to be paid to the care provider).

It should be made clear that the resident can only sign the form where they have the capacity to understand what it is they are signing and fully understand its implications.

**Section B**

If the resident does not have capacity, they will require a representative to act on their behalf.

You can only act as a representative if you have the legal authority to do so. This would be a legally recognised arrangement such as a Lasting Power of Attorney / Enduring Power of Attorney / Deputyship. Please supply a copy of the relevant legal documentation granting such authority with your application form.

If you do not have legal authority to act, we will not be able to process the application until such arrangements are in place. If you are in the process of applying, we will put your application on hold until we receive documentary evidence from you that it has been granted.

If you have Appointeeship granted from the Department of Work and Pensions (DWP), this only allows you to deal with a person's benefits and so you will need to make legal arrangements as outlined above.

Further advice on how to make such arrangements can be obtained from such agencies as the Office of the Public Guardian, Citizens Advice Bureau, local solicitor, voluntary/charitable organisations for older people etc.

### **Section C**

If the property is jointly/co-owned by another person(s), we will need their full name(s) and current address.

If you are not sure if the property is jointly/co-owned, or you cannot access the property deeds to check, we will contact the Land Registry on your behalf to request that a search is completed to establish ownership.

It would be helpful if you can provide an estimated value of the property, which can usually be obtained from a local estate agency.

It is important that you let us know if there is an outstanding mortgage owed against the property and the amount. We will also require a copy of a recent mortgage statement from your lender to confirm this.

If you are renting out, or are going to rent out the property, please ensure that you inform us of this and the weekly rental income you receive/will receive. Such income is likely to make a difference to the weekly assessed accommodation charges you will need to pay.

### **Section D**

Please provide us with any other information that you think may be relevant to your application, this may include such things as –

- If you are unable to confirm ownership of the property, or if the property is un-registered.
- A solicitor has been appointed to act with regards to the Deferred Payment Agreement.
- The property is being put up for sale
- An application to obtain Lasting Power of Attorney / Enduring Power of Attorney / Deputyship has been made.
- If the property is to remain vacant.

- If somebody is living at the property who may need to be aware that a Legal Charge will be placed against it.
- Documentary evidence required is being obtained and will follow.

## **Section E**

We may share the information contained within your application with other agencies or organisations to enable us to carry out the necessary relevant checks while processing the application. We will only share your information with others in line with the law. By law, the agencies and organisations we share your information with have to keep it confidential and use it only for the purposes allowed.

Such information will be kept confidential and secure and you can ask to see it at any time, in accordance with the Data Protection Act.

If information is needed as part of a criminal investigation, or when we need to protect you or other people from harm, we may also share information, as necessary.

If the declaration is being signed by the representative, this must be the person named in Section B of the form.

Please ensure you carefully read and fully understand the declaration before signing and returning your application form.

---

**Once you have submitted your application, we will confirm when it has been received.**

**If you change your mind and decide that you no longer want to proceed with your application, please let us know in writing.**

**We will write to you to confirm if your application has been successful or refused within 28 days. If refused, the reasons why and how to appeal will be clearly stated.**

---

### Schedule 3

#### Costs

List of Costs that the Local Authority will charge for entering into a deferred payment agreement. This list may be amended from time to time if the costs of entering into this Agreement should rise.

<b>One-off Set Up Costs</b>	<b>£</b>
Legal costs for preparation of the Agreement and Legal charge:	
Registered Properties	100.00
Un-registered Properties	200.00
Land Registry Official Copy Fee	6.00
Land Registry Search	3.00
Land Registry Registration Fee ( <i>Dependent upon value of charge</i> )	40.00 – 910.00
Bankruptcy (K16)	2.00 per name
Valuation Fees	135
 <b>Ongoing Annual Costs</b>	
Valuation fees	135

## Compound Interest Calculations

### Assumptions

- Average length of stay in a care home is 2.5 years
- Maximum loan is £66,529 (based on 90% equity limit, average NPT house price of £113,921 and capital limit £40,000)
- Interest rate 1.7%
- Standard cost of residential care is £555.70 per week and average client contribution from income is £155.70, therefore increase in weekly loan of £400
- Costs in year one are £300 and from year two onwards £200

Below is a calculation of the interest in the first 3 years dependent on the interest rate

Interest Rate	Year 1			Year 2			Year 3		
	Costs	Interest	Total Loan	Costs	Interest	Total Loan	Costs	Interest	Total Loan
1.00%	21,100	116	21,216	21,000	328	42,544	21,000	542	64,087
1.70%	21,100	198	21,298	21,000	557	42,855	21,000	927	64,782
2.00%	21,100	233	21,333	21,000	661	42,994	21,000	1,099	65,093
3.00%	21,100	350	21,450	21,000	1,000	43,450	21,000	1,669	66,119
4.00%	21,100	468	21,568	21,000	1,343	43,912	21,000	2,253	67,165

With an average length of stay of 2.5 years, a single agreement could generate on average £1,218 in interest over the 2.5 years

If the Council offered 5 agreements per year, by the end of year 3 the amount of interest would be £6,090 (£1,218 x 5)

## **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL SOCIAL CARE, HEALTH AND WELLBEING COMMITTEE**

### **REPORT OF THE DIRECTOR OF SOCIAL SERVICES, HEALTH & HOUSING - A. JARRETT**

**4<sup>th</sup> April 2019**

#### **Matter for Information**

**Wards Affected: All**

#### **SOCIAL SERVICES, HEALTH & HOUSING – STAFF SURVEY 2019**

##### **Purpose of the Report**

To present the findings of the 2019 Social Services, Health & Housing staff survey.

##### **Executive Summary**

The report provides Members with information regarding the Social Services, Health & Housing staff survey which took place during February 2019.

##### **Background**

The Director of Social Services, Health & Housing wanted to capture information relating to staff retention and morale within the Directorate and highlight any factors which might have influenced these.

A self-completion questionnaire was made available via the Council's online consultation portal for input by staff.

The survey commenced on Monday 4<sup>th</sup> February and closed on Friday 22<sup>nd</sup> February 2019.

A total of approximately 1,000 questionnaires were eligible for completion. Of which, 201 completed or partially completed responses were received (20.1%).

A report of the findings of the survey and a copy of the questionnaire responses can be found in **Appendix 1 & Appendix 1A**.

### **Financial Impact**

After consideration, this is not applicable.

### **Equality Impact assessment**

After consideration, this is not applicable.

### **Workforce Impacts**

Sustaining a sufficient, quality workforce is fundamental to the effective delivery of the Social Services, Health & Housing Directorate. The survey offers an important opportunity for the voices of staff working within the Directorate to be captured and considered as part of continuous improvement.

### **Legal Impacts**

The Council has statutory duties to deliver effective Social Services, Health & Housing functions. Sustaining the workforce is fundamental to the discharge of these legal duties.

### **Risk Management**

After consideration, this is not applicable.

### **Consultation**

No requirement to consult.

### **Recommendations**

That members note the report.

### **Reasons for Proposed Decision**

N/A

## **Implementation of Decision**

N/A

## **Appendices**

Appendices listed as follows:

- **Appendix 1** – Social Services, Health & Housing Staff Questionnaire Final Report March 2019.
- **Appendix 1A** - Social Services, Health & Housing 2019 Staff Questionnaire Responses.

## **List of Background Papers**

None

## **Officer Contact**

Andrew Jarrett – Director of Social Services, Health & Housing  
Telephone: 01639 763279 email: [a.jarrett@npt.gov.uk](mailto:a.jarrett@npt.gov.uk)

## ***Introduction***

This is the first combined staff survey of the Social Services, Health & Housing Directorate. As such, this survey does not offer any direct comparisons with previous years but will provide an insight into the current direction of travel with regards to staff retention and staff morale within the Directorate. Comparisons will be offered for subsequent staff surveys going forward.

## ***Methodology***

A self-completion questionnaire was made available via the council's online consultation portal for staff to complete.

For the majority of questions, respondents were provided with a statement and asked to indicate whether they '*strongly agreed*', '*agreed*', '*disagreed*', '*strongly disagreed*' or if they felt that the question was '*not applicable*' or they '*did not wish to answer*'.

The survey commenced 4<sup>th</sup> February 2019 and closed on 22<sup>nd</sup> February 2019.

## ***Responses***

A total of approximately 1,000 questionnaires were eligible for completion. Of which, 201 completed or partially completed responses were received (a 20.1% response rate). The full list of results/responses can be seen in **Appendix 1A**.

## ***What are we doing well?***

We have identified through the survey process what staff within the Directorate feel is going well:

## ***Overall Satisfaction and Morale***

- **93%** of respondents stated that they enjoy their work
- **87%** indicated that they felt their job was fulfilling
- **93%** felt that their job was important

### ***The Council***

- **87%** of respondents felt that Neath Port Talbot is a good Council to work for

### ***My Team***

- **93%** of those who responded felt that they are trusted to do their job
- **93%** felt that on the whole, their team works well together
- **97%** indicated that they felt their colleagues are committed to doing quality work
- **94%** agreed that they are able to ask for advice and support from their manager/supervisor
- 

### ***Training and Development***

- **84%** of respondents felt that they have received the training needed to effectively carry out their job

### ***Pay, Benefits and Recognition***

- **78%** of respondents felt that they are encouraged to show initiative in the workplace

### ***Work Environment and Support***

- **83%** of those responding stated that they had the tools, equipment and information to their job
- **83%** felt that their workload is manageable

### ***Communications in the Service***

- **91%** indicated that they know what is expected of them in their role.
- **78%** felt that they are kept up to date with changes in legislation and policies which are relevant to how they carry out their job

### ***Areas for Improvement***

We have also identified a number of areas where improvements could possibly be made:

### ***Overall Satisfaction and Morale***

- **73%** of those who responded felt that they are valued at work

### ***The Council***

- **53%** felt that the Council understands what is going on in our Service
- **68%** stated that they are kept informed on about what is going on in the Council and what it is trying to achieve
- **61%** felt that there are good career pathways available

### ***My Team***

- **73%** of respondents felt that if there is ever conflict amongst colleagues, management will address the issue

### ***Training and Development***

- **58%** stated that they received regular appraisals
- **53%** felt that their appraisals help them in planning for the future

### ***Pay, Benefits and Recognition***

- **65%** felt that apart from their pay, there are other benefits they can access as a member of staff

### ***Work Environment and Support***

- **55%** of those who responded feel that they spend too much time doing paperwork
- **72%** felt that they are satisfied with their current working environment

### ***Communications in the Service***

- **61%** believe they are kept informed of what's going on in their Directorate

- **49%** state they are kept informed about how well the Directorate is performing
- **63%** felt that their views are listened to
- **68%** state that their views are asked for
- **40%** felt that when changes are planned for their service, they are consulted about them first

### ***What have we learnt?***

Overall job satisfaction and staff morale is high with respondents stating team working and commitment from their colleagues as being the driving force behind this. Staff also know what is expected of them and have been provided with the right tools and equipment to carry out their duties effectively. The majority of respondents have also stated that NPT is a good council to work for.

However, a lack of communication appears to be a recurring theme with only half of the respondents stating that the Council understands what is going on in their service and that they are not always kept informed with what's going on in their Directorate. Staff also indicated that they are not kept informed as well as they could be in terms of how well their Directorate is performing and that they should be consulted more when changes are planned for their service. The completion of paper work was also another theme raised with more than half the responders stating that they felt they undertake too much paperwork in their job. Just over half of the respondents stated that they receive general appraisals and that these appraisals help them in planning for the future.

### ***Additional Comments***

Respondents were asked if they would like to make any additional comments. There were 38 respondents who completed this section. A cross-section of these comments are listed below for reference:

*'I feel very fortunate to work with such a fantastic team/service! I can't speak highly enough of my work colleagues, occupational health or my managers for all the support they have given me inside and outside of work'*

*'There is an immediate need for senior management to send out a clear message which is constant and communicates the vision for the future (which should include working with health)'*

*'I have been working for NPTCBC for over 18 years and have seen the service go through difficult times but now I feel everyone is committed to providing an excellent quality of service for the people within NPT'*

*'The workload is very high at the moment but it is challenging and can be very rewarding. Colleagues are all committed to the work and there is generally a high level of professionalism'*

*'I have great job satisfaction but feel that we have to do more and more all the time regarding paper work etc.'*

*'Different teams need to communicate better between each other. Teams also need to work more closely together and not have a us and them view'*

### **Closing Statement**

Overall, I am pleased with the number of responses received and the honesty contained within the comments. Although it is really encouraging to see the positive themes emanating from within the Directorate, clearly there is more work to be done, specifically with regards to how we communicate with our staff. My intention is to now progress the issues raised with my Senior Management Team so that they can be addressed going forward.

## SSHH Staff Survey

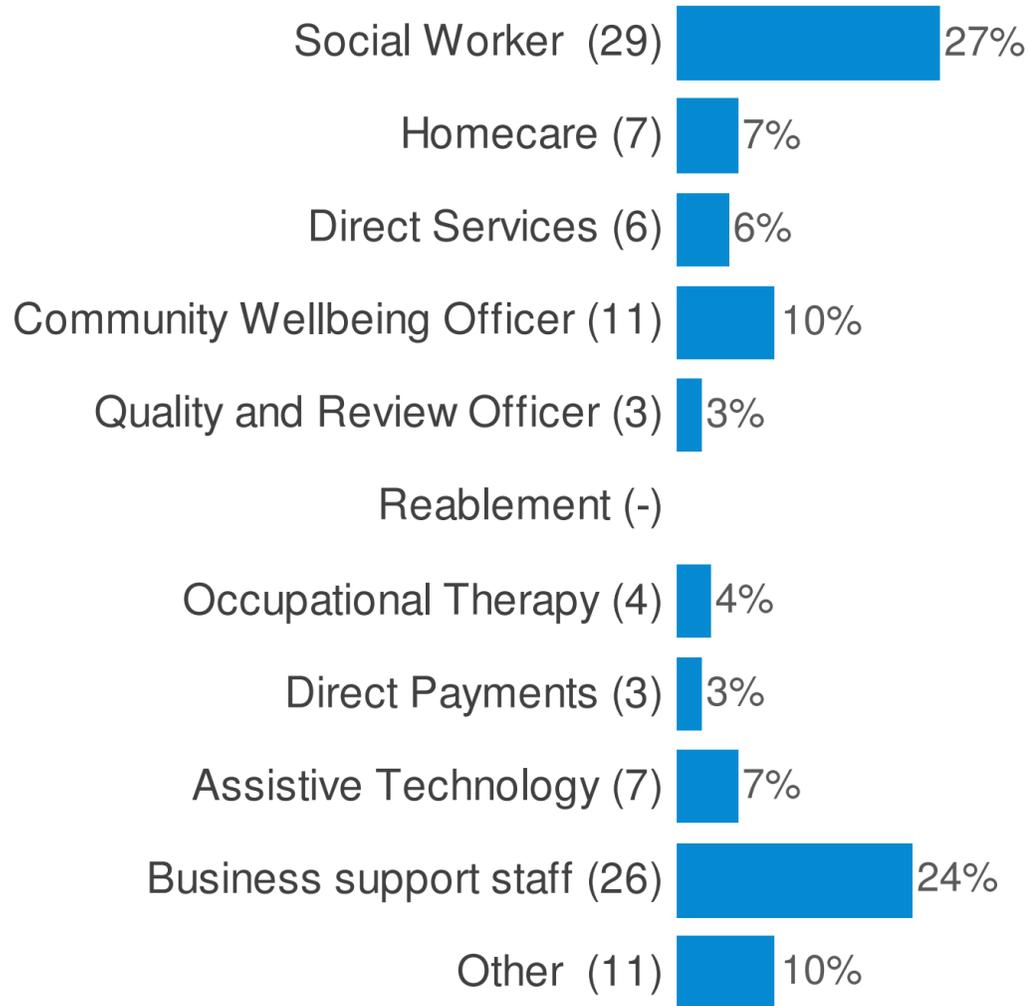
This report was generated on 11/03/19. Overall 201 respondents completed this questionnaire. The report has been filtered to show the responses for 'All Respondents'.

The following charts are restricted to the top 15 codes.

### Do you predominantly support:



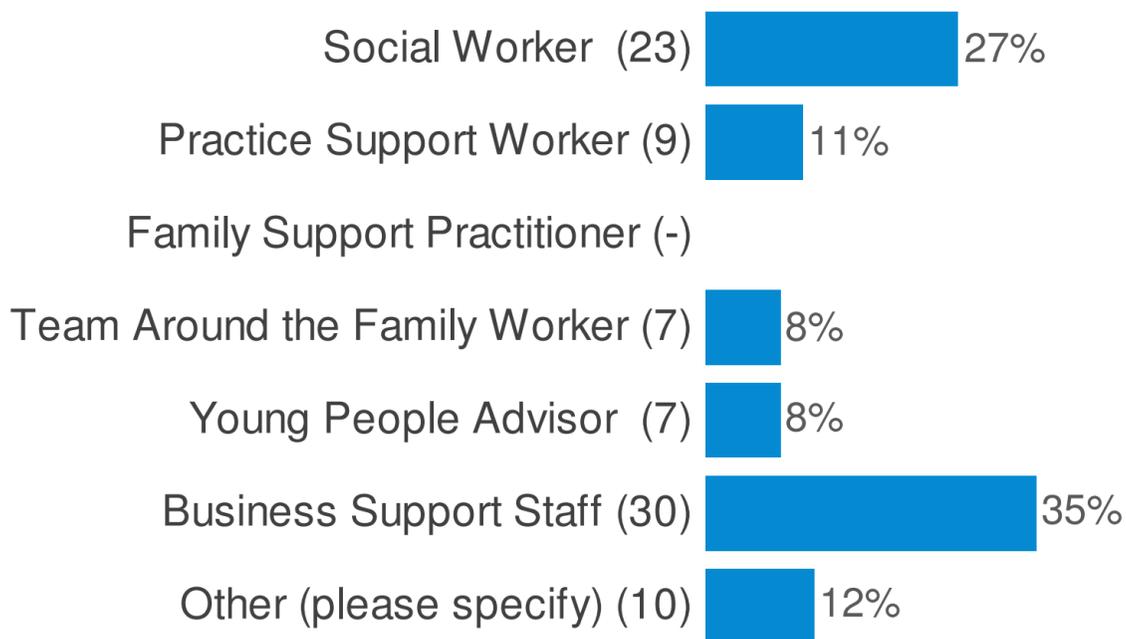
### Please indicate what Community Care staff group you work in:-



### Please specify:

- Contract Monitoring Officer
- Common Commissioning Unit
- Housing
- Supporting People Programme / Commissioning
- Welfare Rights
- Welfare Rights
- Commissioning
- Commissioning
- Housing Options

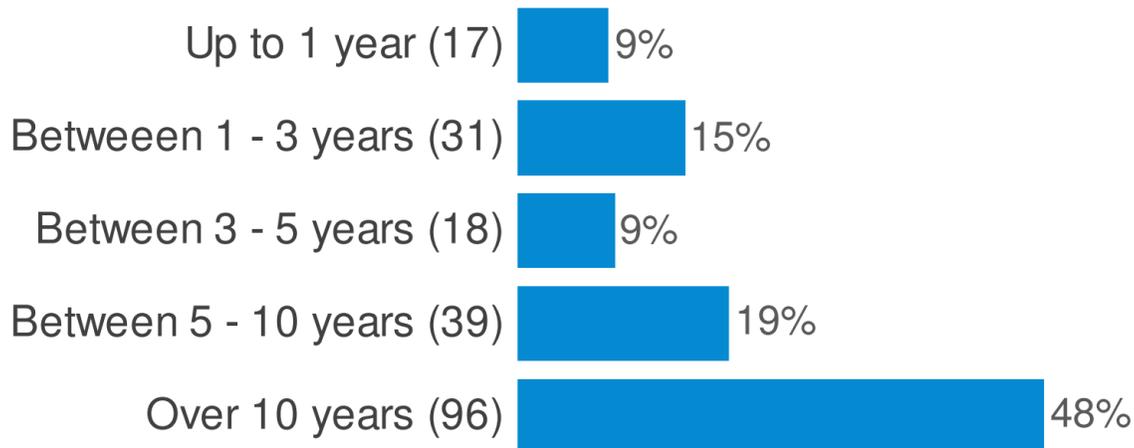
**Please indicate what Children and Young People Services staff group you work in:-**



**Please specify:**

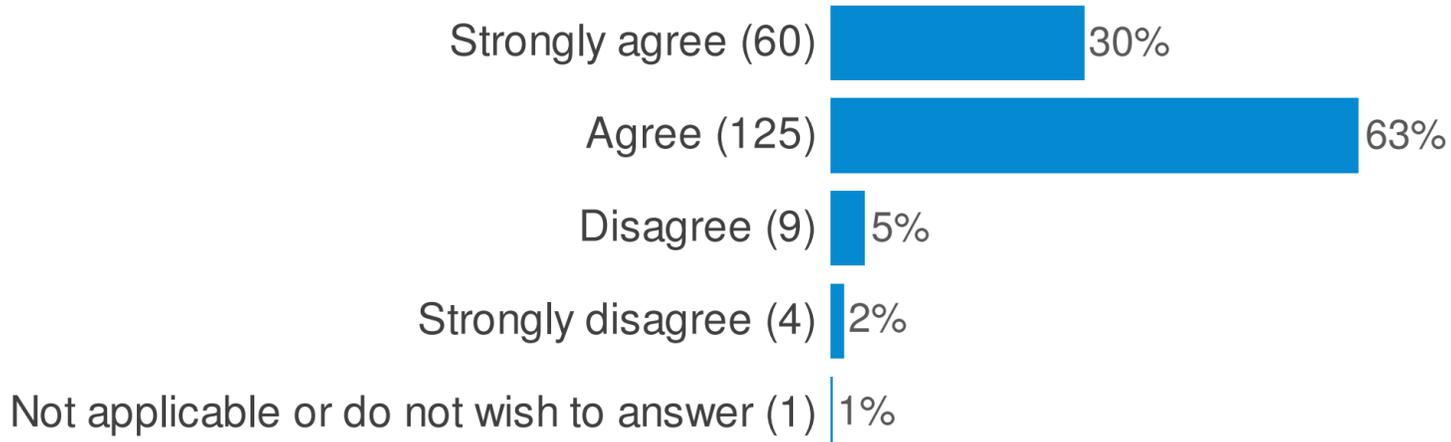
- Commissioning
- Team Manager
- Behaviour support
- Independent Reviewing Officer
- Manager
- engagement & participation
- play therapist
- Contact Worker
- QA
- Pathway to Independence

**What is your length of service?**



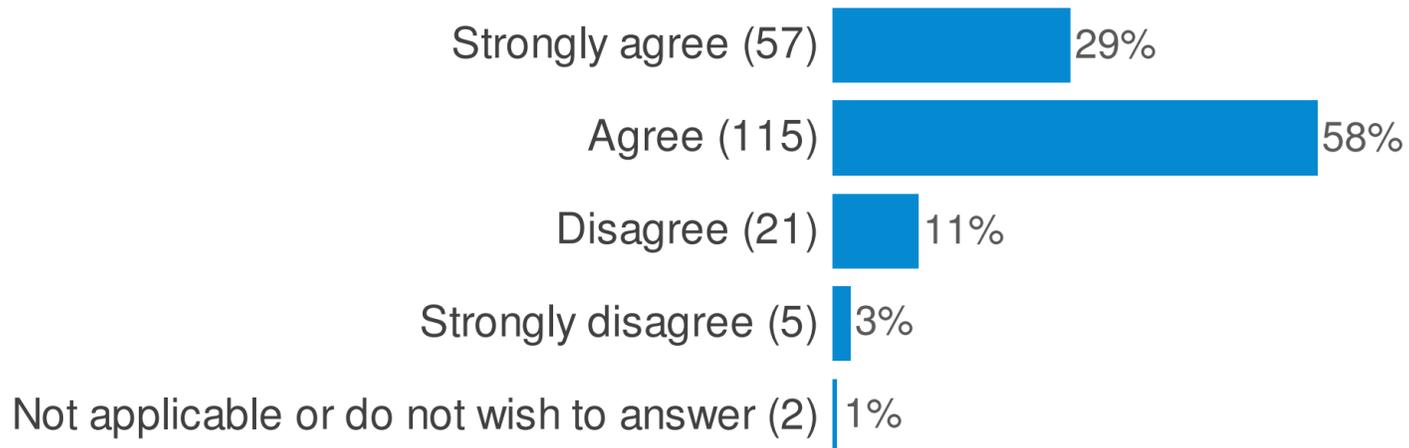
**Overall Satisfaction and Morale**

Please indicate below how much do you agree or disagree with the following statements:- (I enjoy my work)

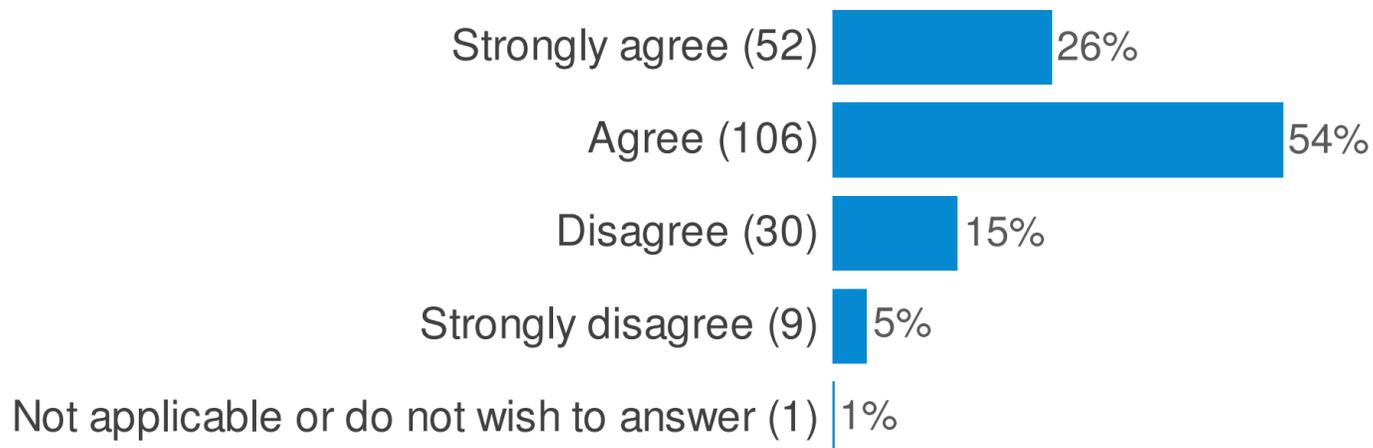


**Overall Satisfaction and Morale**

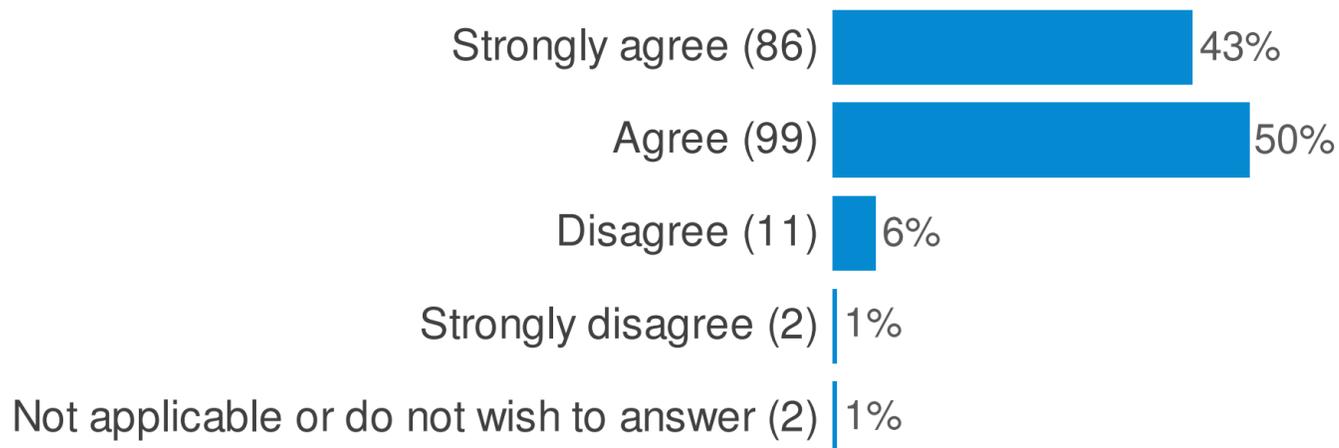
Please indicate below how much do you agree or disagree with the following statements:- **(My job is fulfilling)**

**Overall Satisfaction and Morale**

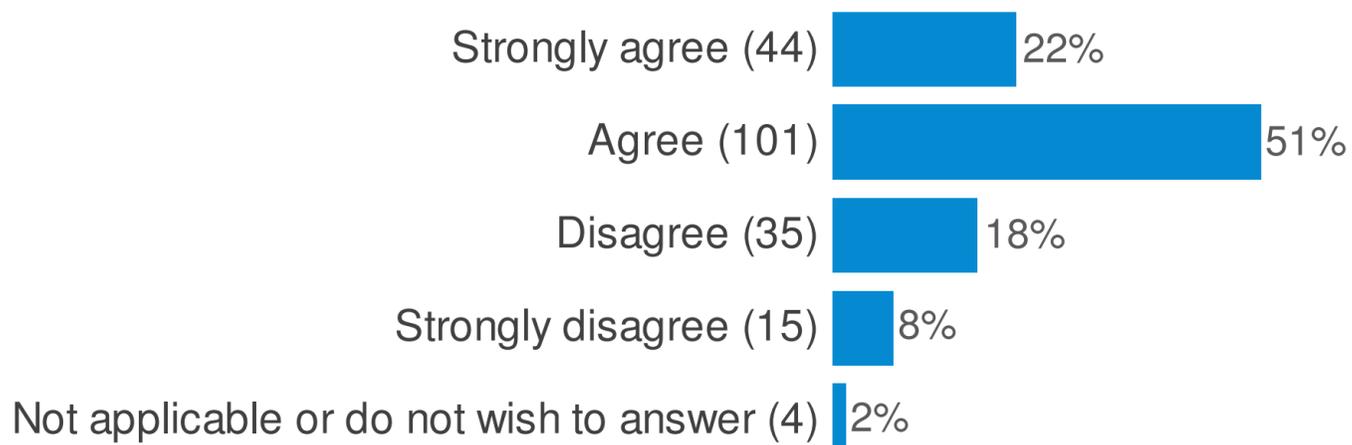
Please indicate below how much do you agree or disagree with the following statements:- **(My knowledge and skills are fully utilised)**

**Overall Satisfaction and Morale**

Please indicate below how much do you agree or disagree with the following statements:- **(I feel my job is important)**

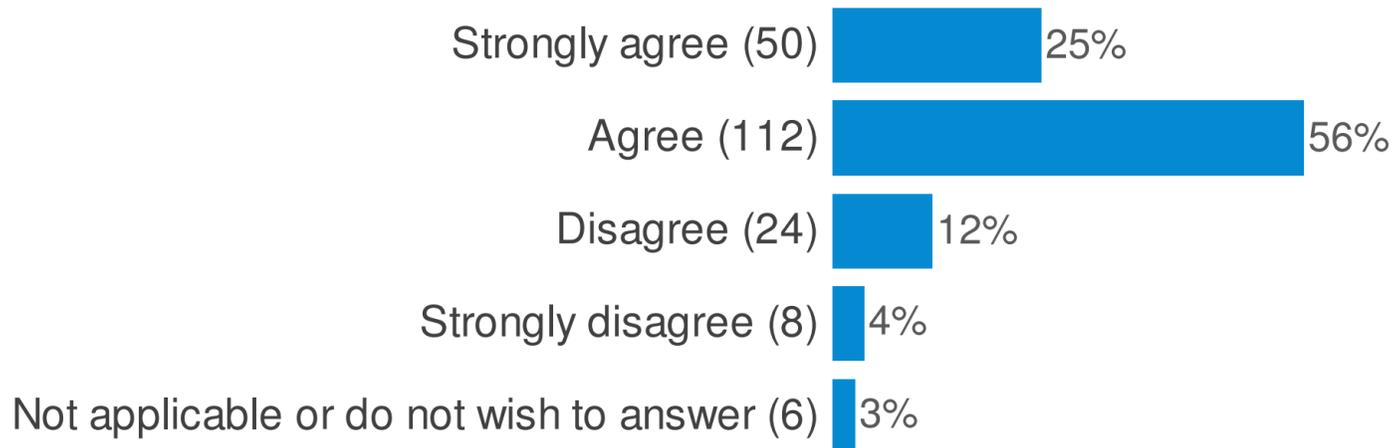
**Overall Satisfaction and Morale**

Please indicate below how much do you agree or disagree with the following statements:- **(I feel valued at work)**

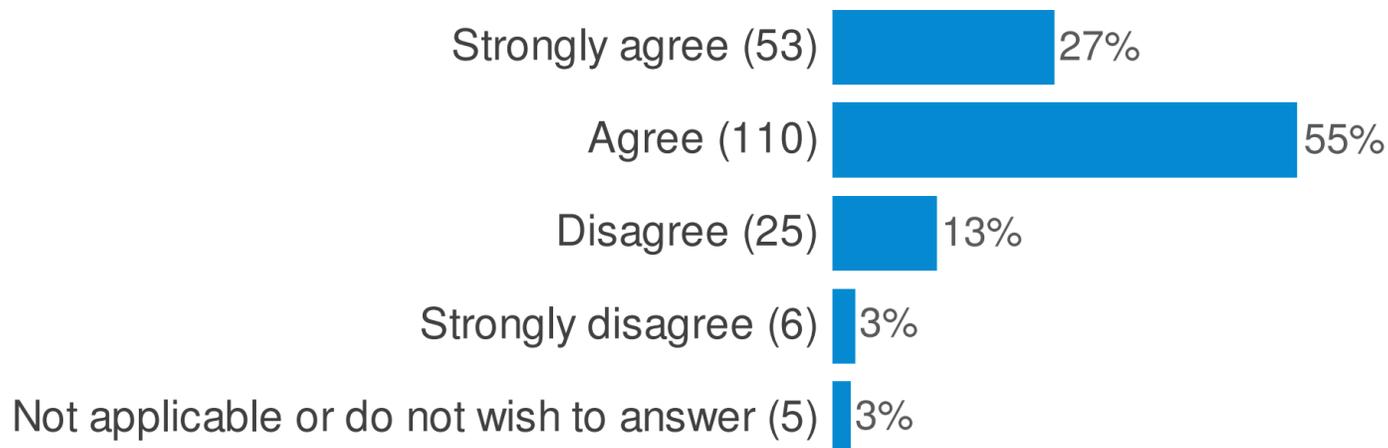


**Overall Satisfaction and Morale**

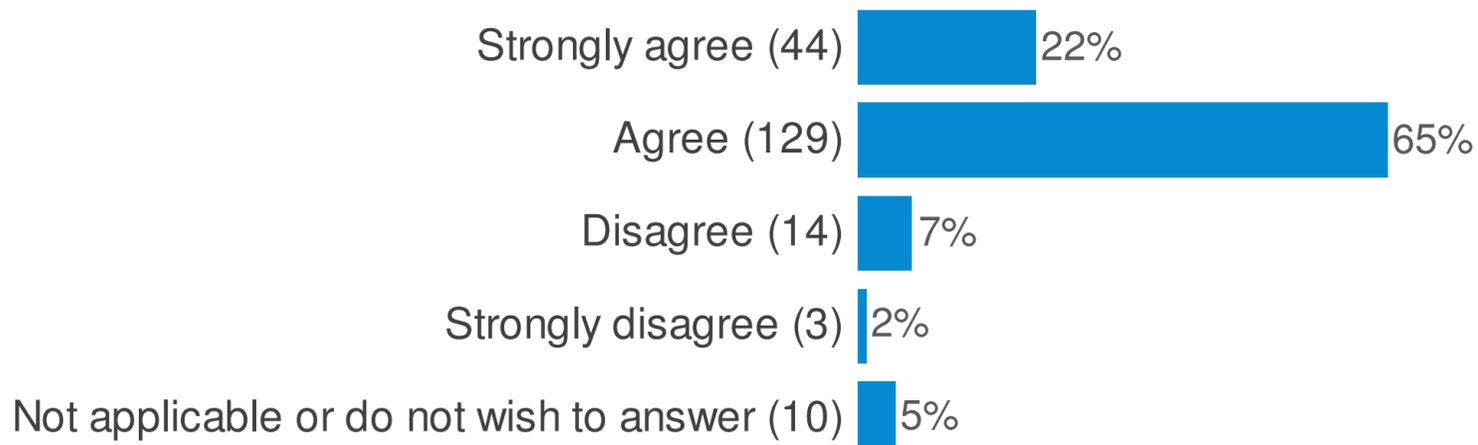
Please indicate below how much do you agree or disagree with the following statements:- **(In my workplace, my general welfare is considered to be important)**

**Overall Satisfaction and Morale**

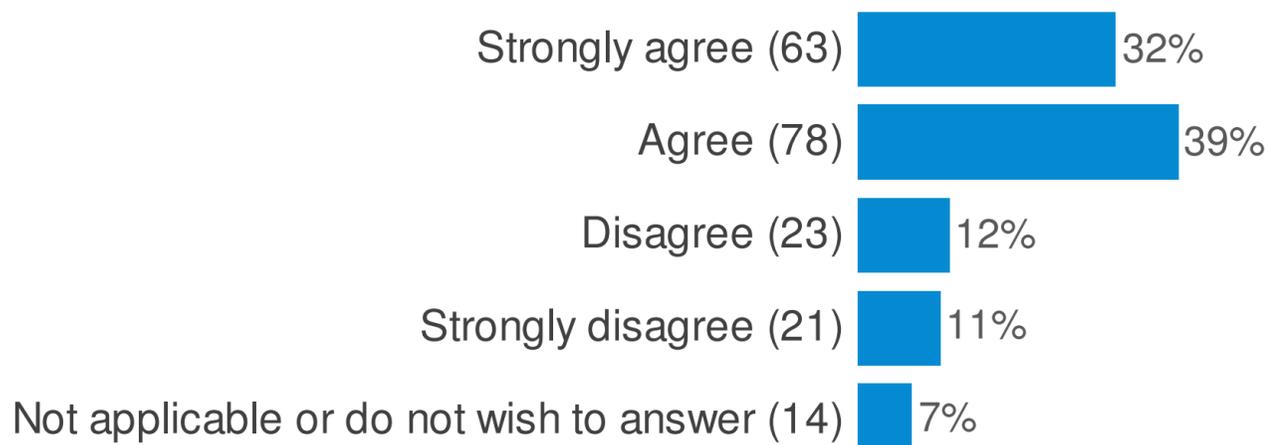
Please indicate below how much do you agree or disagree with the following statements:- **(Concern is shown for my health and safety at work)**

**Overall Satisfaction and Morale**

Please indicate below how much do you agree or disagree with the following statements:- **(This is a good Council to work for)**

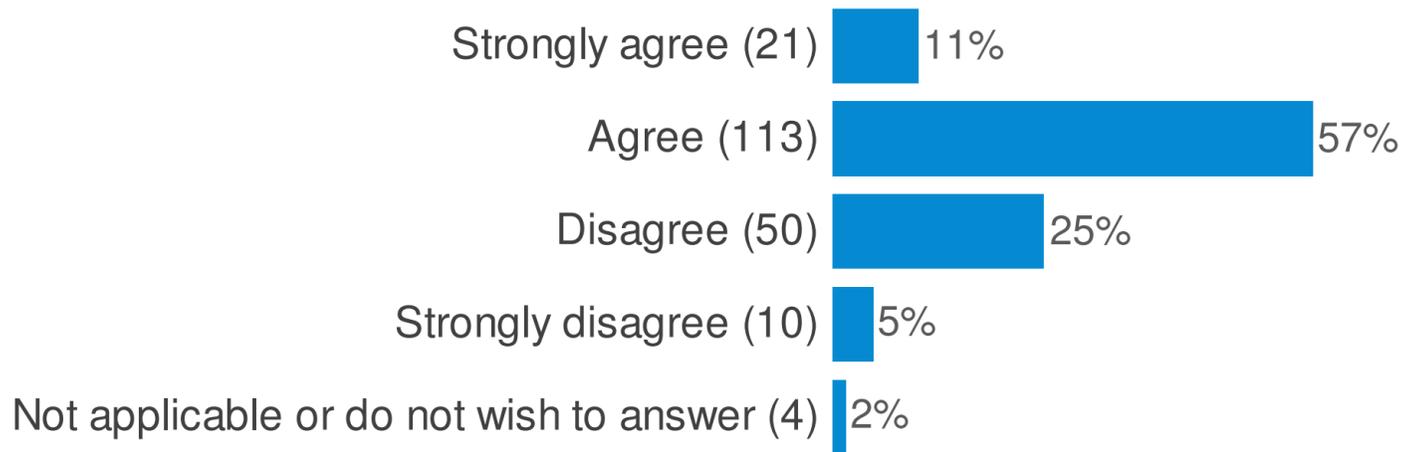
**Overall Satisfaction and Morale**

Please indicate below how much do you agree or disagree with the following statements:- **(At present, I am not looking for work outside this Council)**



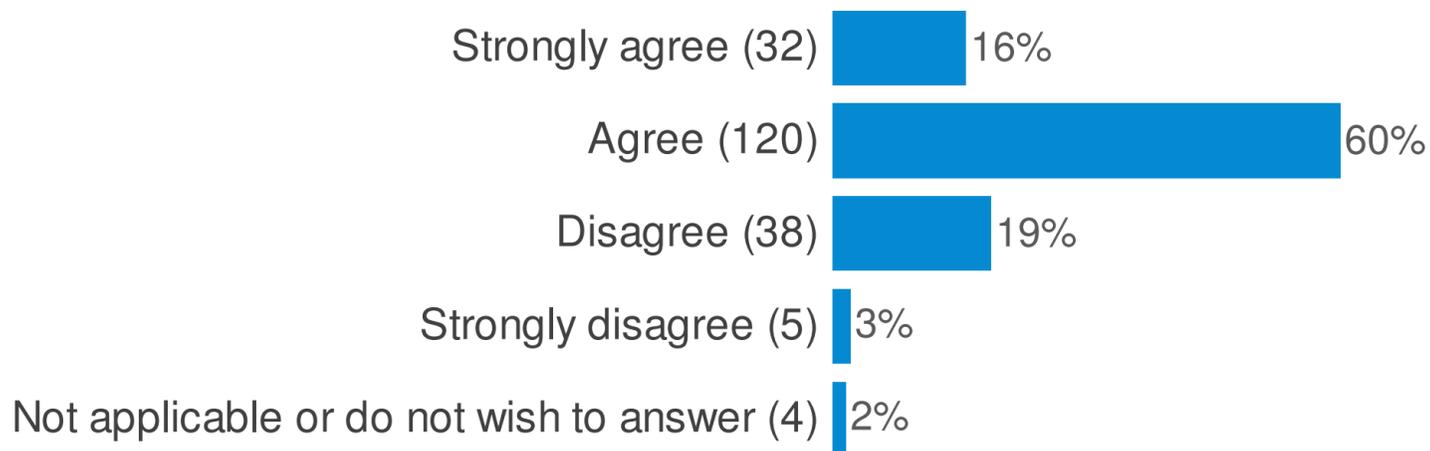
### The Council

Please indicate below how much do you agree or disagree with the following statements:- **(I am kept informed about what's going on in the Council and what it is trying to achieve)**



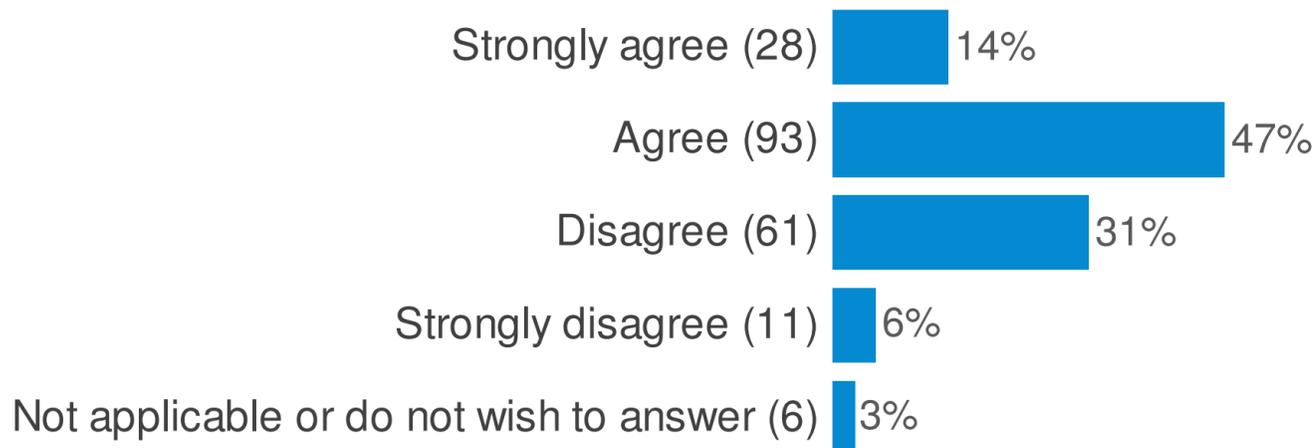
### The Council

Please indicate below how much do you agree or disagree with the following statements:- **(I know how my work contributes to the success or failure of the Council)**



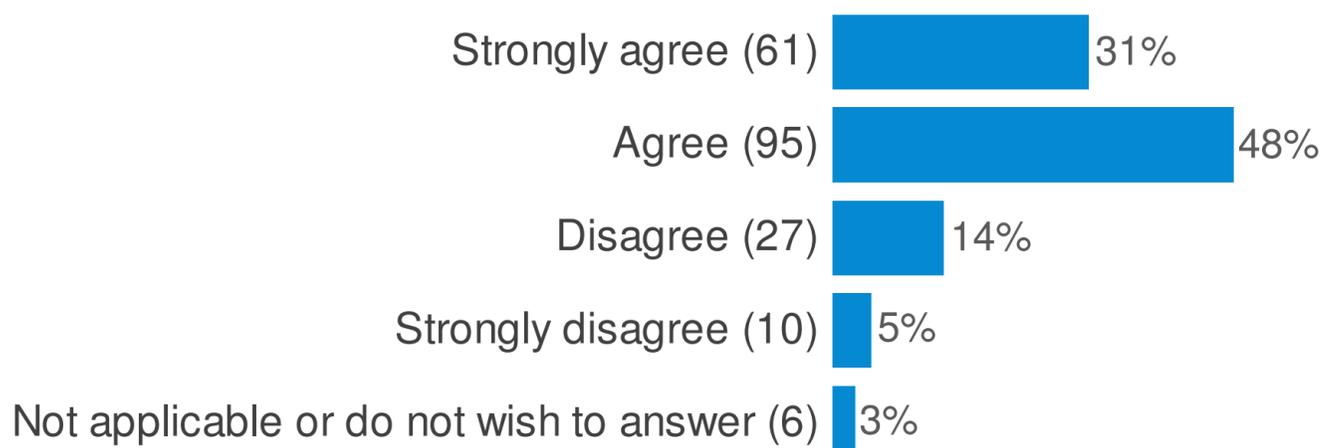
### The Council

Please indicate below how much do you agree or disagree with the following statements:- **(In this Council, there are good career pathways available)**



### The Council

Please indicate below how much do you agree or disagree with the following statements:- **(I feel I can approach senior management if I want to)**

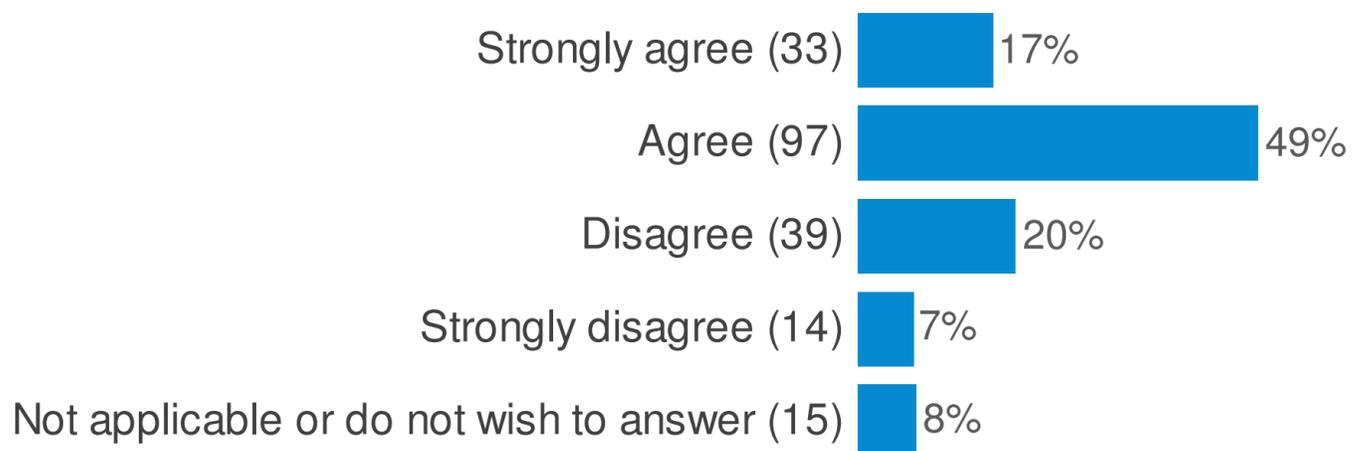


**The Council**

Please indicate below how much do you agree or disagree with the following statements:- **(The Council understands what is going on in our service)**

**The Council**

Please indicate below how much do you agree or disagree with the following statements:- **(I feel that the Director of Social Services, Health and Housing is accessible)**

**The Council**

Please indicate below how much do you agree or disagree with the following statements:- **(I feel that my relevant Head of Service is accessible)**

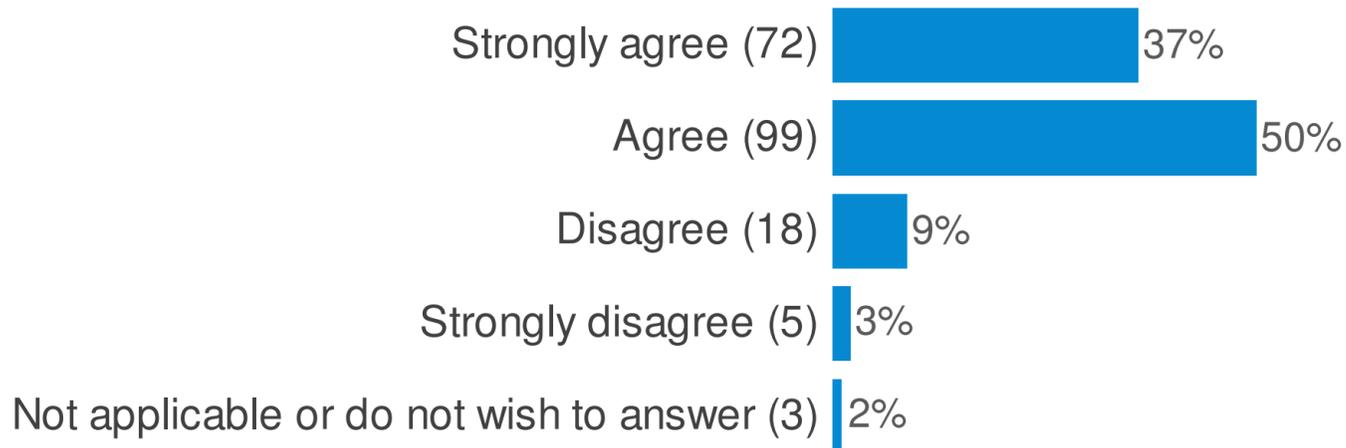
**My Team**

Please indicate below how much do you agree or disagree with the following statements:- **(I am trusted to do my job)**

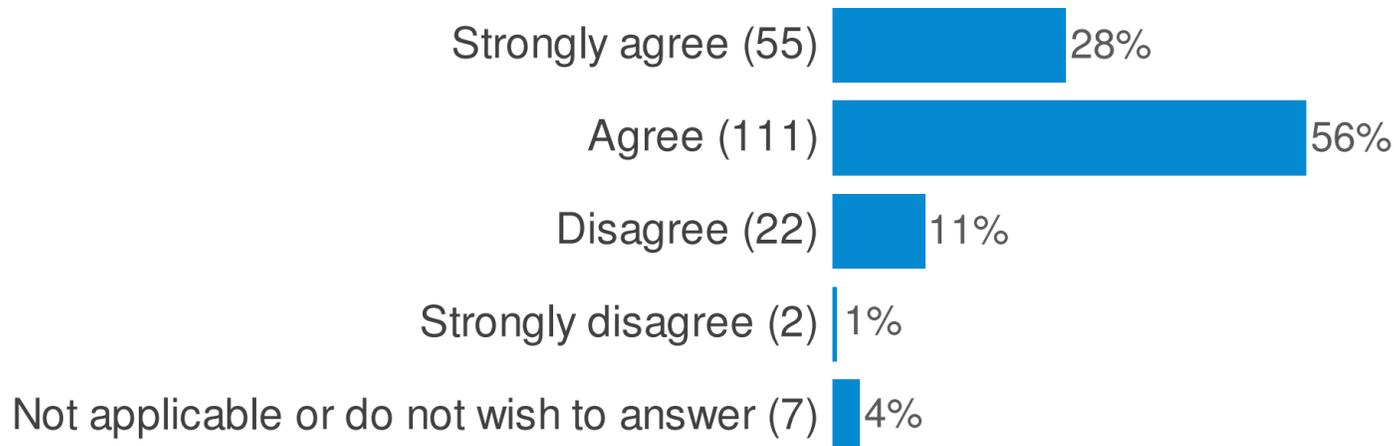


**My Team**

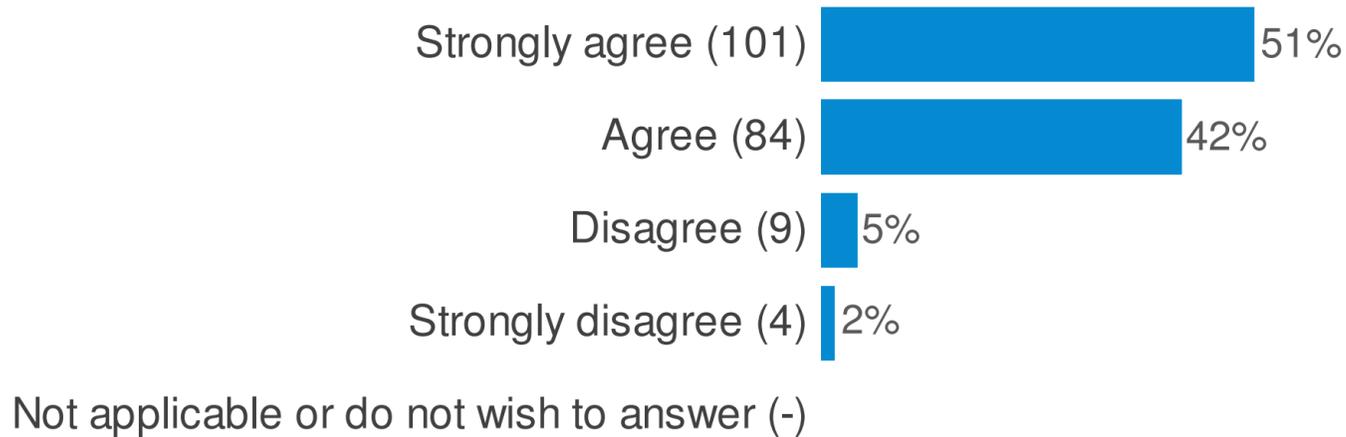
Please indicate below how much do you agree or disagree with the following statements:- **(Team meetings are held regularly)**

**My Team**

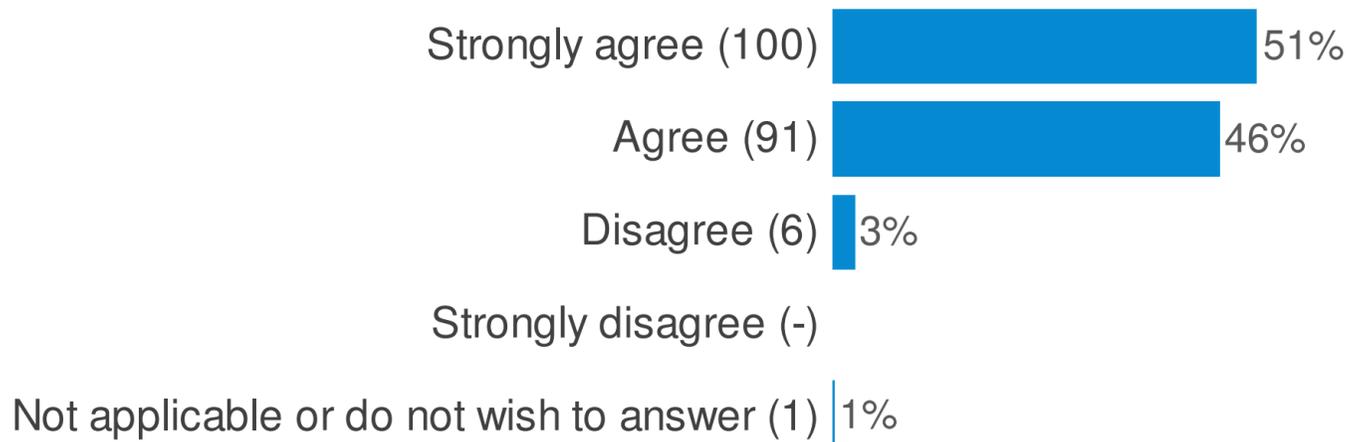
Please indicate below how much do you agree or disagree with the following statements:- **(Team meetings are useful and productive)**

**My Team**

Please indicate below how much do you agree or disagree with the following statements:- **(On the whole, my team works well together)**

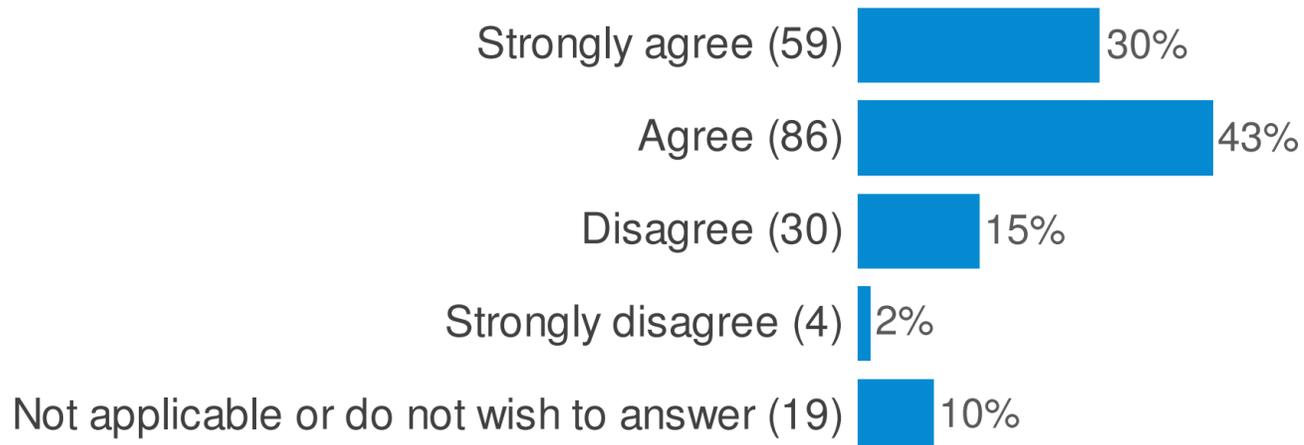
**My Team**

Please indicate below how much do you agree or disagree with the following statements:- **(My colleagues are committed to doing quality work)**

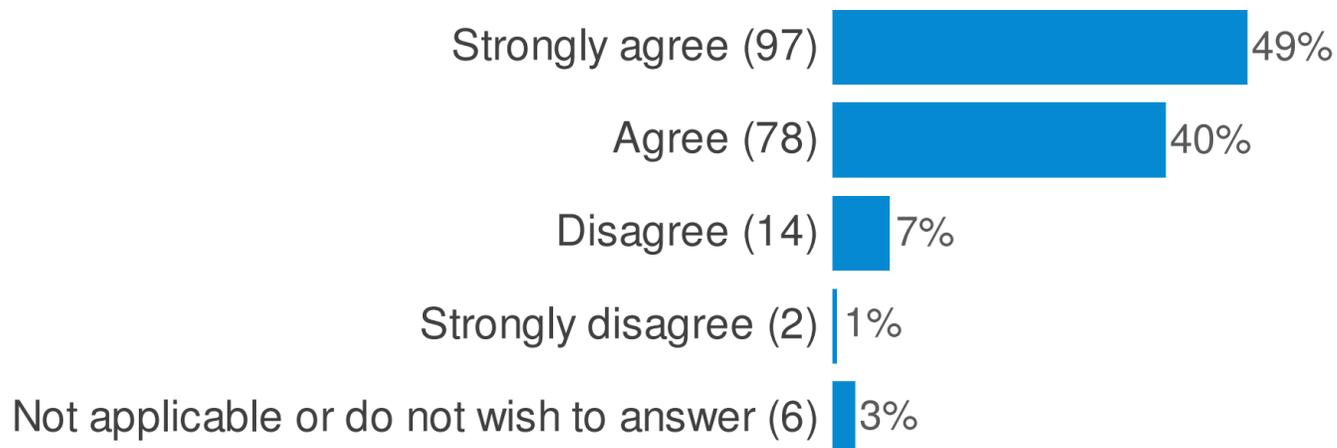


**My Team**

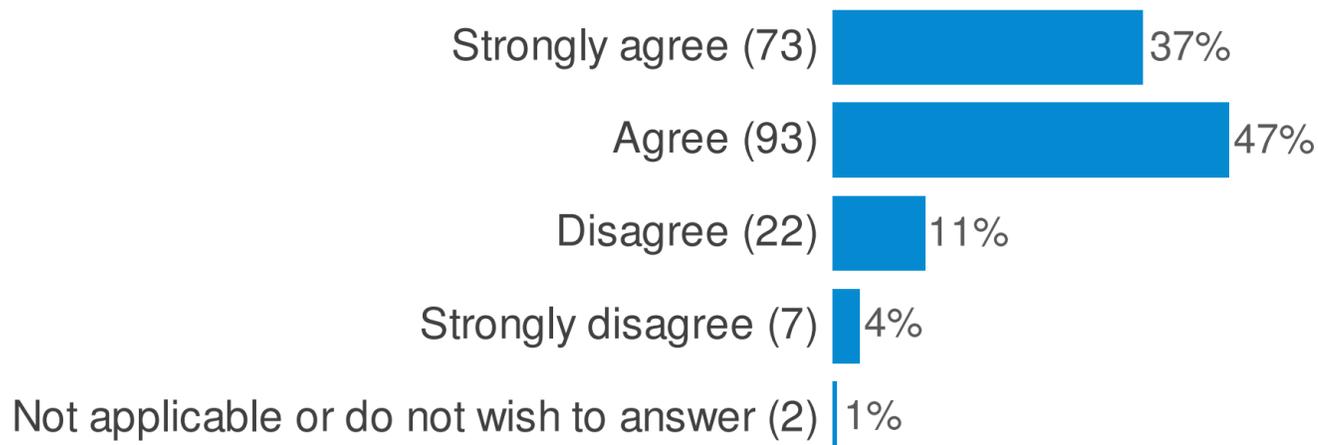
Please indicate below how much do you agree or disagree with the following statements:- **(If there is ever conflict amongst colleagues, management will address the issue)**

**My Team**

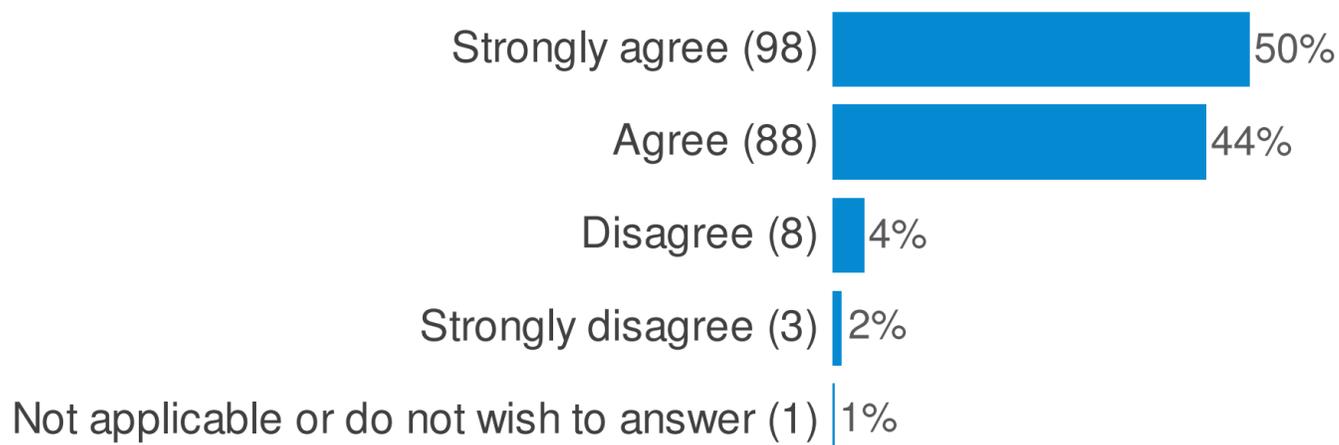
Please indicate below how much do you agree or disagree with the following statements:- **(My manager always treats me with respect)**

**My Team**

Please indicate below how much do you agree or disagree with the following statements:- **(I receive regular one-to-one supervision with my manager/supervisor)**

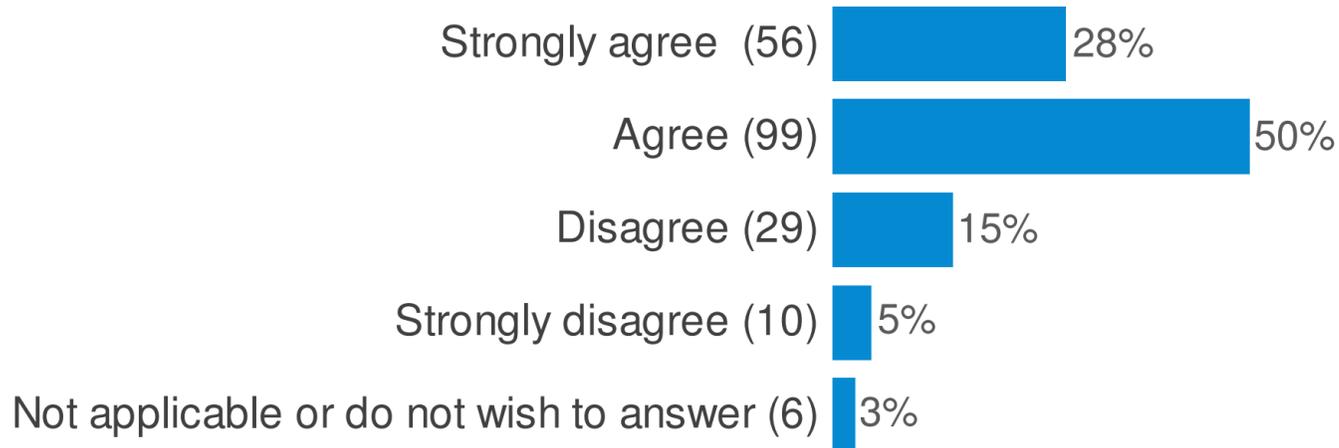
**My Team**

Please indicate below how much do you agree or disagree with the following statements:- **(I can ask for advice and support from my manager/supervisor)**



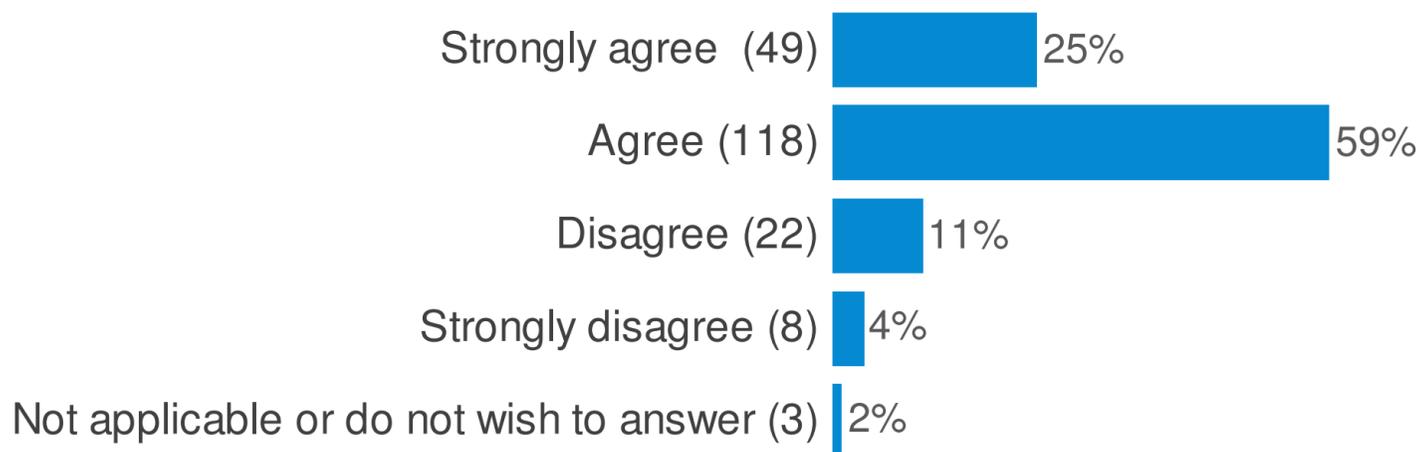
### Training and Development

Please indicate below how much do you agree or disagree with the following statements:- **(There is someone at work who encourages my development)**



### Training and Development

Please indicate below how much do you agree or disagree with the following statements:- **(I receive the training I need to effectively carry out my job)**



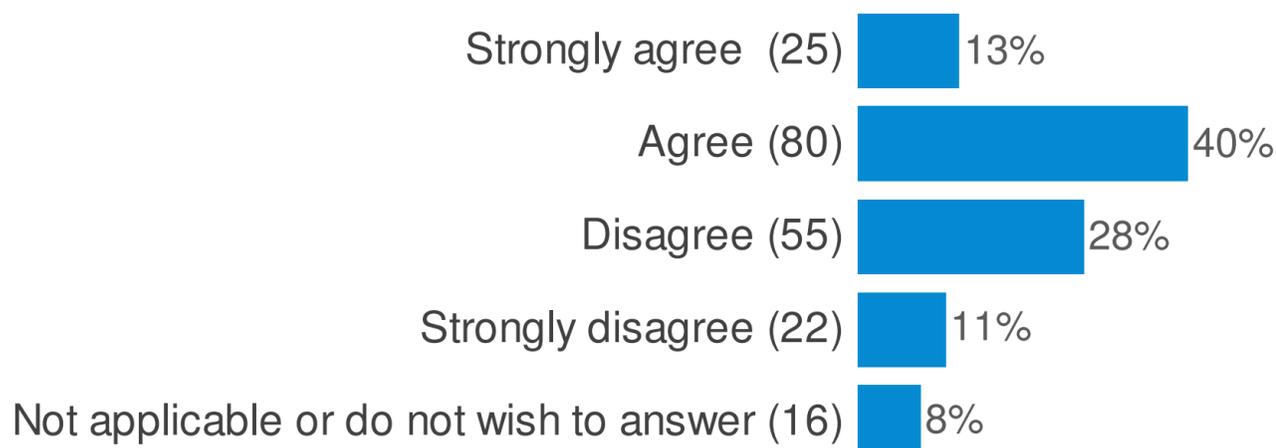
### Training and Development

Please indicate below how much do you agree or disagree with the following statements:- **(I receive regular appraisals)**



### Training and Development

Please indicate below how much do you agree or disagree with the following statements:- **(My appraisals help me in planning for the future)**



### Pay, Benefits and Recognition

Please indicate below how much do you agree or disagree with the following statements:- **(I feel that I receive a fair wage for the work I do)**



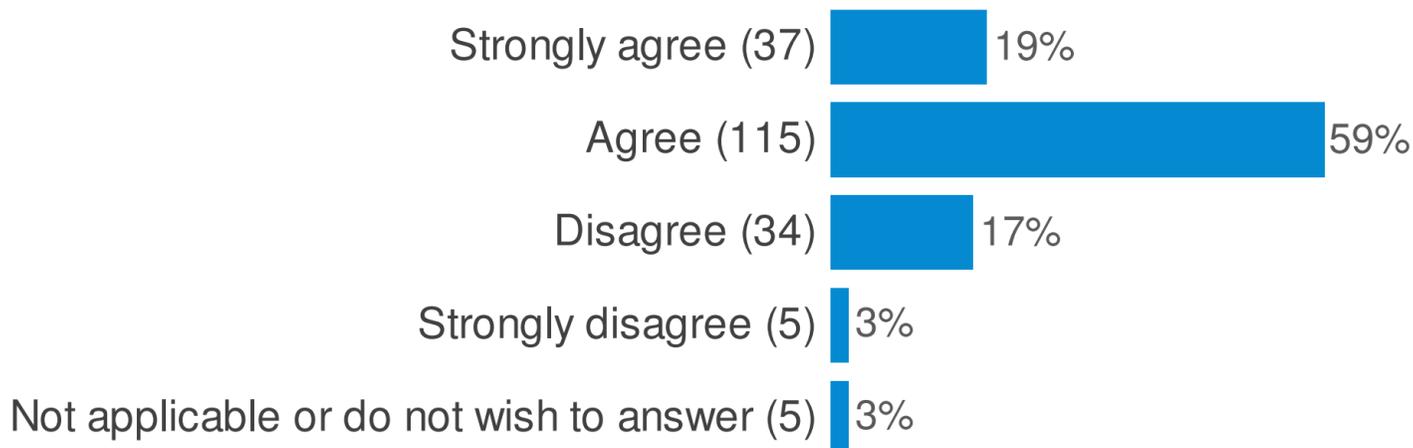
### Pay, Benefits and Recognition

Please indicate below how much do you agree or disagree with the following statements:- **(Apart from my pay, there are other benefits I can access as a member of staff here)**



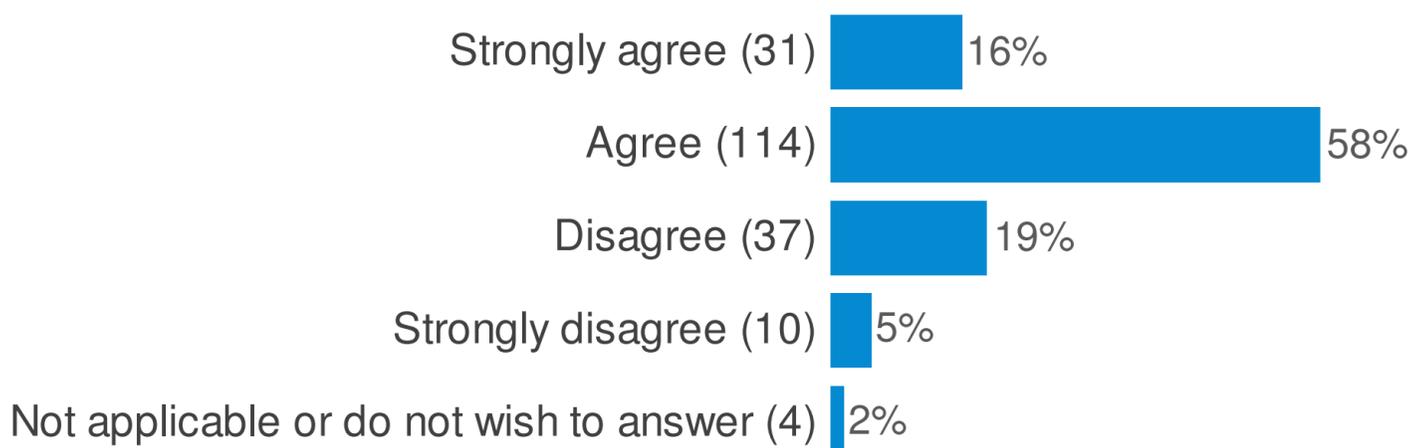
### Pay, Benefits and Recognition

Please indicate below how much do you agree or disagree with the following statements:- **(I feel that I am encouraged to show initiative)**



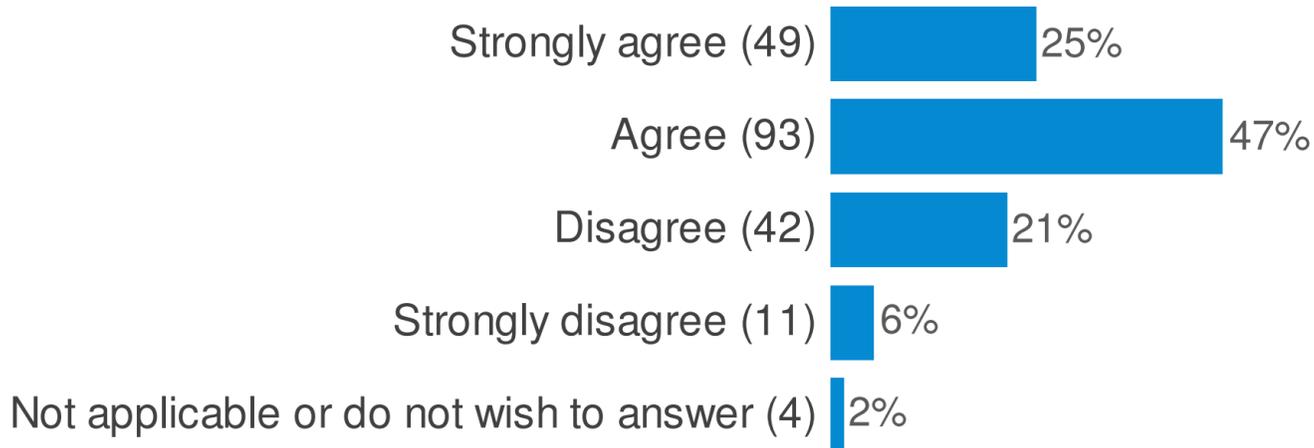
### Pay, Benefits and Recognition

Please indicate below how much do you agree or disagree with the following statements:- **(I receive recognition for work well done)**



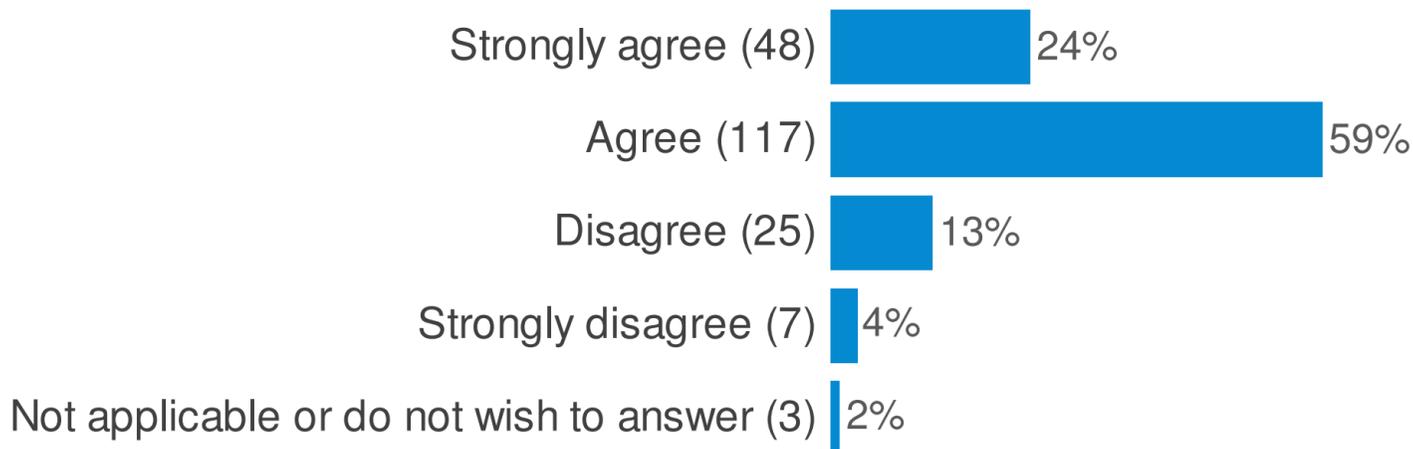
### Work Environment and Support

Please indicate below how much do you agree or disagree with the following statements:- **(I am satisfied with my current working environment)**



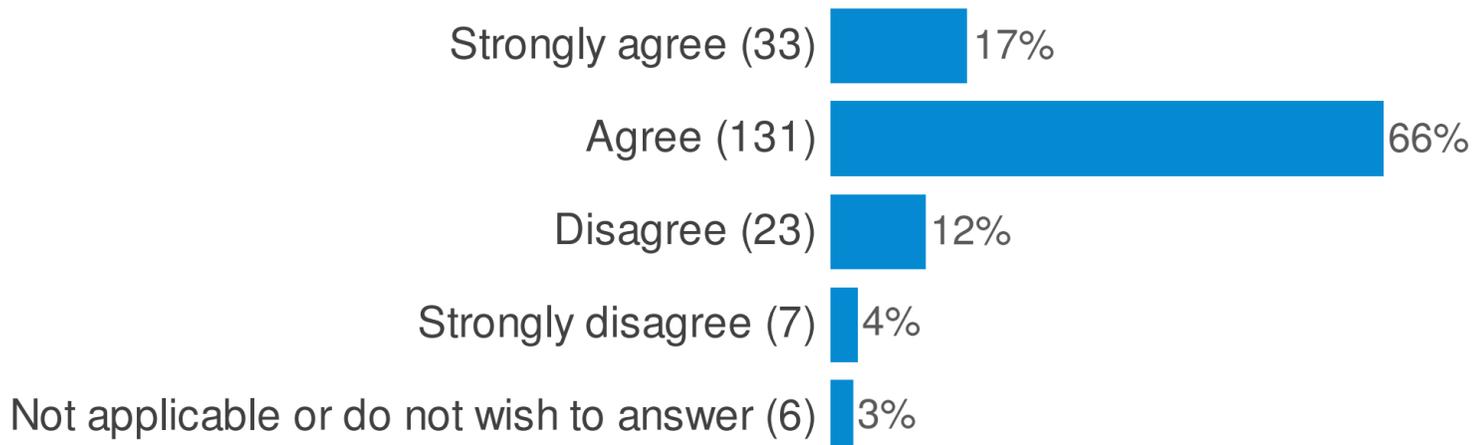
### Work Environment and Support

Please indicate below how much do you agree or disagree with the following statements:- **(I have the tools, equipment and information to do my job)**



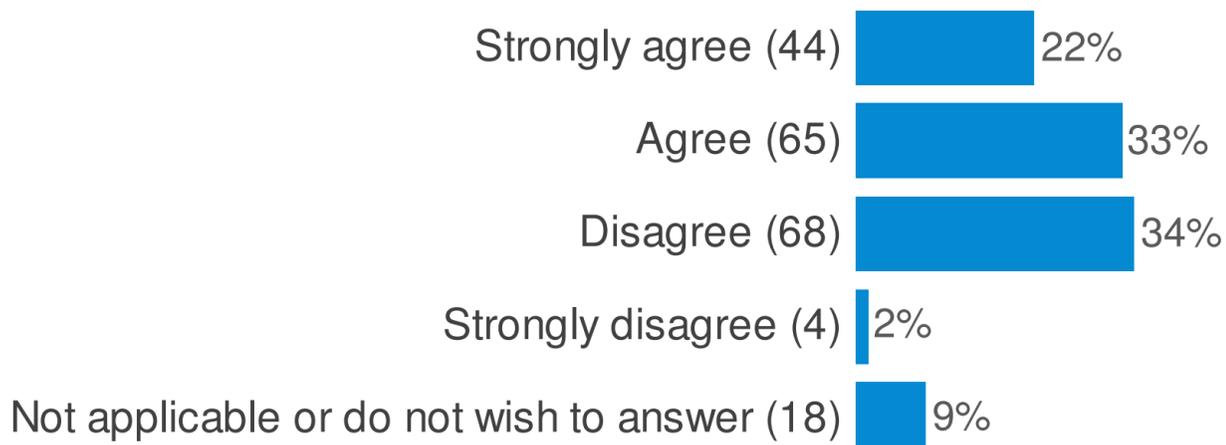
### Work Environment and Support

Please indicate below how much do you agree or disagree with the following statements:- **(My work load is manageable )**



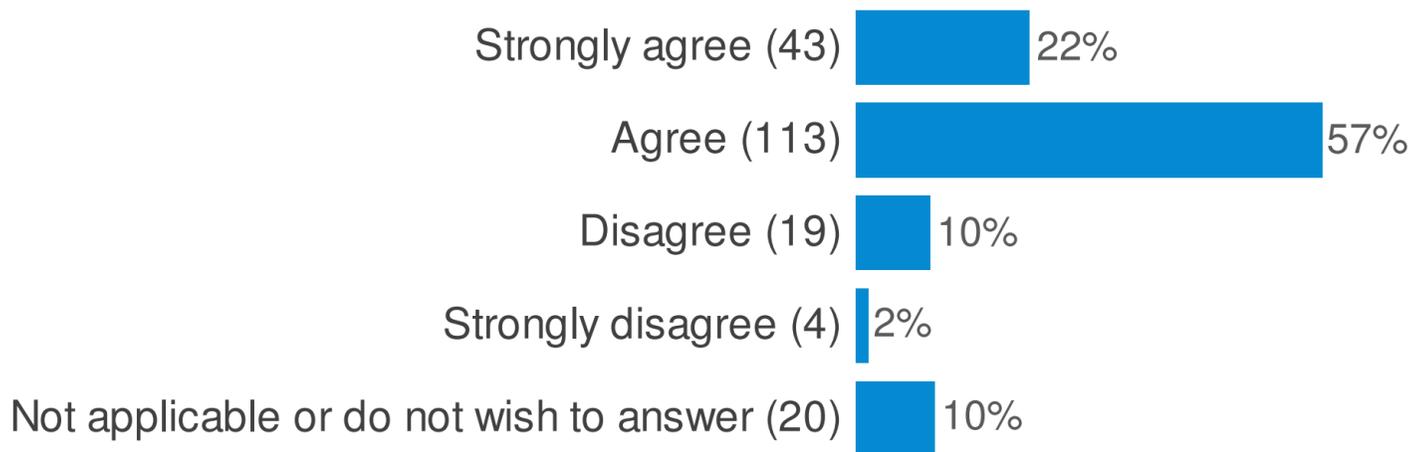
### Work Environment and Support

Please indicate below how much do you agree or disagree with the following statements:- **(I spend too much time doing paperwork)**



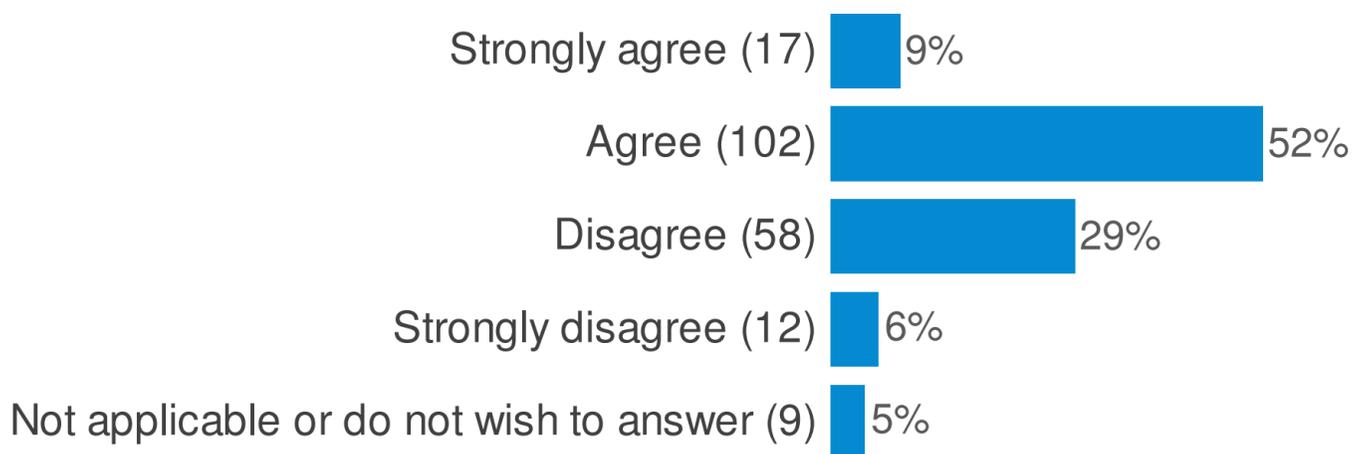
### Work Environment and Support

Please indicate below how much do you agree or disagree with the following statements:- **(When dealing with difficult cases or information, I have access to the appropriate support or de-briefing)**



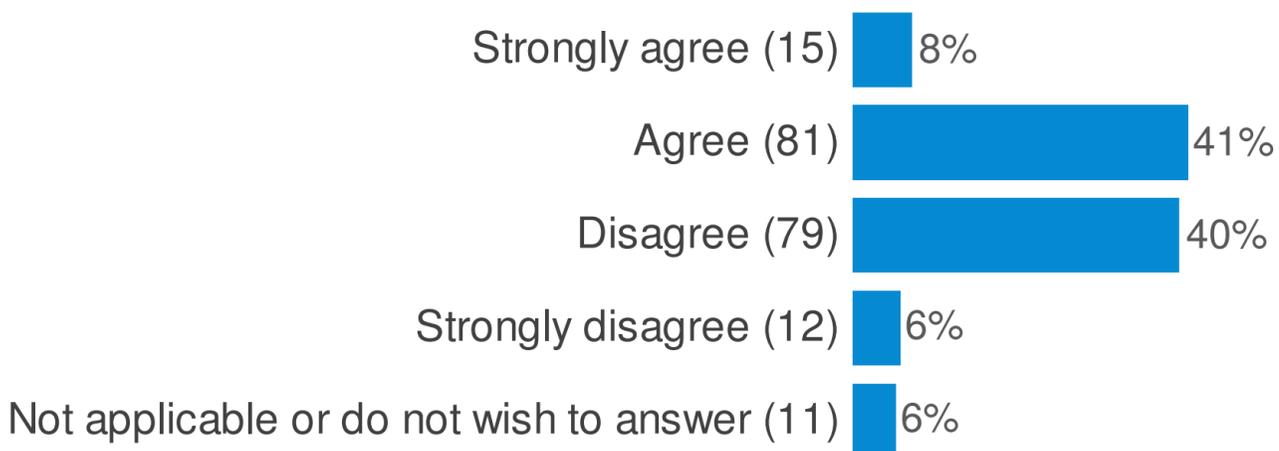
### Communications in the Service

Please indicate below how much do you agree or disagree with the following statements:- **(I am kept informed of what's going on in my directorate)**



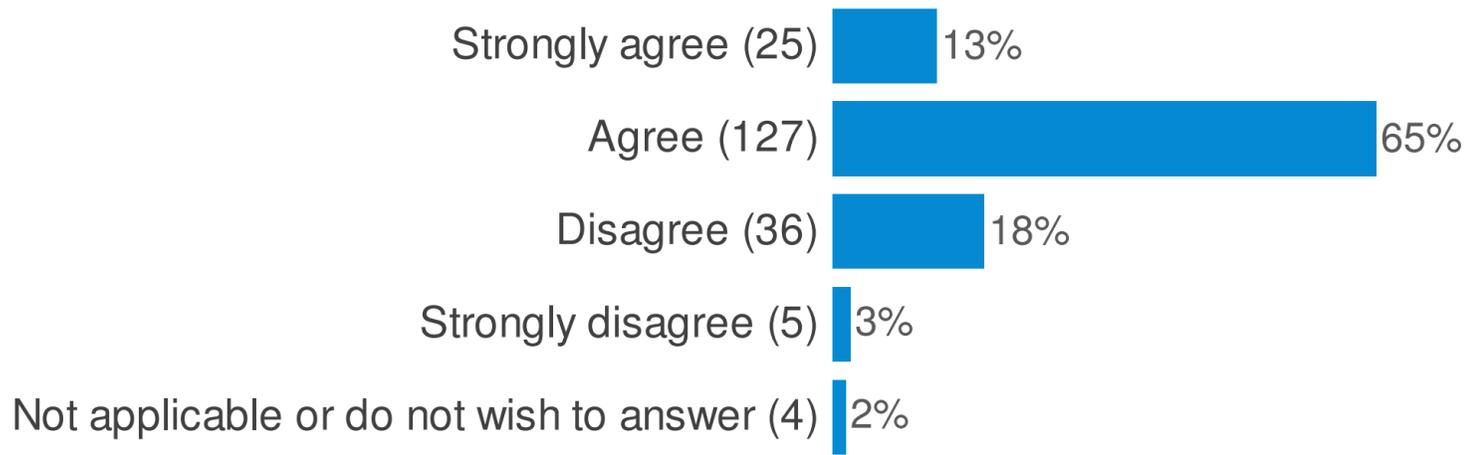
### Communications in the Service

Please indicate below how much do you agree or disagree with the following statements:- **(I am kept informed about how well Community Care Services, or Children and Young People's Services is performing)**



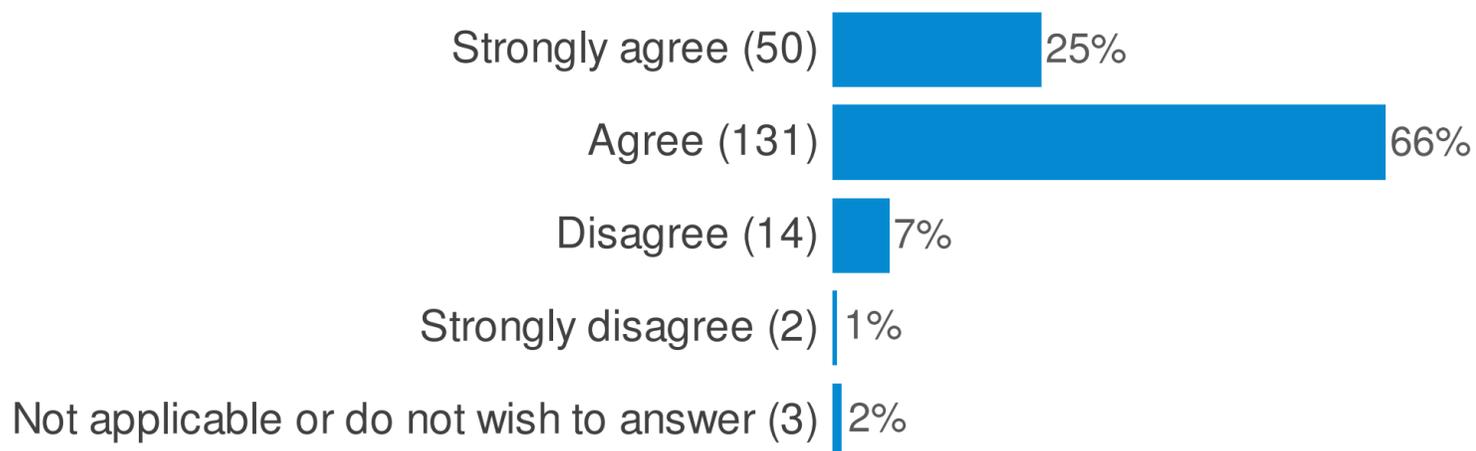
### Communications in the Service

Please indicate below how much do you agree or disagree with the following statements:- **(I am kept up-to-date with changes in legislation and policies which are relevant to how I carry out my job)**



### Communications in the Service

Please indicate below how much do you agree or disagree with the following statements:- **(I know what is expected of me in my role)**



### Communications in the Service

Please indicate below how much do you agree or disagree with the following statements:- **(My views are asked for)**



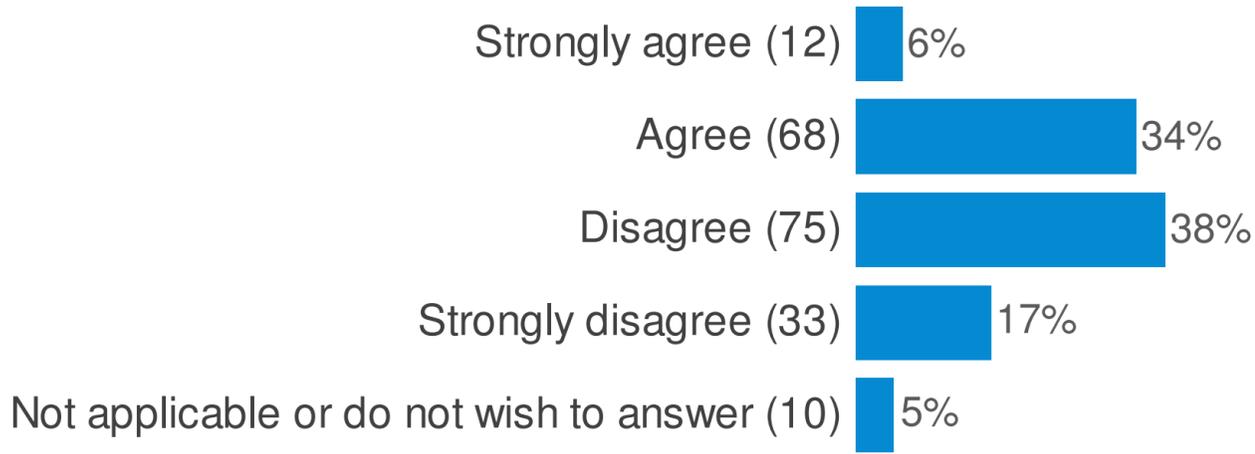
### Communications in the Service

Please indicate below how much do you agree or disagree with the following statements:- **(My views are listened to)**



### Communications in the Service

Please indicate below how much do you agree or disagree with the following statements:- **(When changes are planned for my service, I am consulted about them first)**



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

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

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