



BWRDD GOFAL CYMDEITHASOL, IECHYD A LLES Y CABINET

*Yn syth Yn dilyn y Pwyllgor Craffu ar
DYDD IAU, 30 IONAWR 2020*

YSTAFELLOEDD PWYLLGOR A/B – CANOLFAN DDINESIG CASTELL-NEDD

1. Penodi Cadeirydd
2. Datganiadau o fudd
3. Cofnodion y cyfarfod blaenorol (*Tudalennau 3 - 8*)
4. Blaenraglen Waith 2018-19 (*Tudalennau 9 - 12*)
5. Gwasanaethau Cymdeithasol, Adroddiad Blynyddol Cwynion a Chynrychioliadau 2018-2019 (*Tudalennau 13 - 30*)
6. Ailfodelu'r Gwasanaethau i Oedolion (*Tudalennau 31 - 36*)
7. Trefniadau Cytundebol ar gyfer gwasanaethau dydd arbenigol a chartrefi gofal arbenigol a gomisiynir yn allanol (*Tudalennau 37 - 50*)
8. Cytundeb amasiantaeth (cydweithredol) yn ymwneud a darparu Gwasanaeth Therapi Lleferydd ac Iaith Rhanbarthol (*Tudalennau 51 - 106*)
9. Eitemau brys
Unrhyw eitemau brys (boed yn gyhoeddus neu wedi'u heithrio) yn ôl disgrisiwn y Cadeirydd yn unol ag Offeryn Statudol 2001 Rhif 2290 (fel y'l diwygiwyd)

10. Mynediad i gyfarfodydd
Penderfyn gwahardd y cyhoedd o'r eitemau canlynol yn unol â
Rheoliad 4 (3) a (5) Offeryn Statudol 2001 Rhif 2290 a'r paragraffau
eithriedig perthnasol o Ran 4 Atolden 12A o Ddeddf Llywodraeth
Leol 1972

Rhan 2

11. Trefniadau Cytundebol ar gyfer Plant a Phobl Ifanc (*Tudalennau
107 - 120*)
12. Trefniadau Cytundebol ar gyfer gwasanaethau a ariennir gan Grant
Cymorth Tai (*Tudalennau 121 - 136*)
13. Y Gwasanaeth Adnewyddu ac Addasu Tai - Adroddiad
Gwasanaeth (*Tudalennau 137 - 154*)

**S.Phillips
Prif Weithredwr**

**Canolfan Ddinesig,
Port Talbot**

24 Ionawr 2020

Aelodau'r Cabinet:

Cynghowyr: A.R.Lockyer a/ac P.D.Richards

Nodiadau:

- (1) *Os nad yw unrhyw aelod o Fwrdd y Cabinet yn gallu bad yn bresennol, gall unrhyw aelod arall o'r Cabinet gyflenwi fel aelod etholiadol ar y pwyllgor. Gofynnir i'r aelodau wneud y trefniadau hyn yn uniongyrchol ac yna i hysbysu is adran y pwyllgor..*
- (2) *Ystyrir barn y Pwyllgor Craffu blaenorol wrth wneud penderfyniadau (proses craffu cyn penderfynu)*

COFNOD A BENDERFYNIADAU GWEITHREDOL

DYDD IAU, 19 RHAGFYR 2019

BWRDD GOFAL CYMDEITHASOL, IECHYD A LLES Y CABINET

Aelodau Bwrdd y Cabinet:

Cynghorwyr: A.R.Lockyer, P.D.Richards a/ac P.A.Rees

Swyddogion sy'n Bresennol:

A.Thomas, K.Warren, J.Hodges, J.Woodman-Ralph a/ac S.Curran

1. **PENODI CADEIRYDD**

Cytunwyd y byddai'r Cynghorydd A.R.Lockyer yn cael ei benodi'n Gadeirydd ar gyfer y cyfarfod.

2. **DATGANIADAU O FUDD**

Cafwyd datganiad budd gan y Cynghorydd canlynol ar ddechrau'r cyfarfod.

Y Cynghorydd
P.D.Richards

Par: Trefniadau Contract ar gyfer y
Gwasanaeth Mân Addasiadau am ei
fod yn aelod o fwrdd Gofal a Thrwsio
Bae'r Gorllewin Cyf. / Care and Repair
Western Bay Ltd.

3. **COFNODION Y CYFARFOD BLAENOROL**

Y dylid cymeradwyo cofnodion y cyfarfod blaenorol a gynhaliwyd ar 17 Hydref 2019.

4. **BLAENRAGLEN WAITH 2019-20**

Y dylid nodi'r blaenraglen waith ar gyfer 2019/20.

5. **AILFODELU AC AIL-LEOLI'R GWASANAETHAU DYDD ANGHENION CYMHLETH**

Rhodddwyd diwygiad llafar i'r cynghorwyr yn y cyfarfod, a nododd y dylai'r argymhelliad gynnwys cau Abbeyview fel gwasanaeth dydd ond y byddai'r adeilad yn cael ei ddefnyddio i gynnal gwasanaethau eraill yn y dyfodol.

Penderfyniadau:

Y dylid cymeradwyo Opsiwn 2 fel a ganlyn:

1. Y dylid cau safle Abbeyview fel gwasanaeth dydd;
2. Y dylid darparu'r Gwasanaethau Dydd Anghenion Cymhleth ym Mrynamllwg, Trem y Môr a Thŷ Rhodes;
3. Y dylai anghenion y defnyddwyr gwasanaeth gael eu diwallu gan y ddarpariaeth gwasanaeth dydd sydd fwyaf addas i'w hanghenion ac i ateb eu deilliannau personol.

Rhesymau dros y Penderfyniadau:

I alluogi'r Cyngor i:

1. Ddatblygu gwasanaethau yn unol â gofynion penodol pobl ar hyn o bryd ac yn y dyfodol.
2. Gwella a dyfnhau ansawdd cyflwyno gwasanaethau.
3. Datblygu gwasanaethau cynaliadwy gyda llwybrau clir.
4. Galluogi'r awdurdod i allu darparu gwasanaeth i ddiwallu anghenion y bobl hynny sydd wedi cael diagnosis o anhwylder y sbectwm awtistiaeth, anabledau dysgu ac ymddygiad heriol.

Rhoi'r Penderfyniad ar Waith:

Caiff y penderfyniad ei roi ar waith ar ôl y cyfnod galw i mewn o dridiau.

6. **POLISI TALIADAU UNIONGYRCHOL**

Penderfyniad:

Y dylid cymeradwyo'r Polisi Taliadau Uniongyrchol fel y nodir yn Atodiadau 1 a 2 o'r adroddiad a ddsbarthwyd.

Rheswm dros y Penderfyniad:

I gydymffurfio â gofynion Deddf Gwasanaethau Cymdeithasol a Llesiant (Cymru) 2014 a Rhan 4 o'r Cod Ymarfer (Diwallu Anghenion) a Rhan 4 & 5 o'r Cod Ymarfer (Codi Ffioedd ac Aseuadau Ariannol).

Rhoi'r Penderfyniad ar Waith:

Caiff y penderfyniad ei roi ar waith ar ôl y cyfnod galw i mewn o dridiau.

7. **POLISI DYRANNU SEIBIANT Y GWASANAETHAU I OEDOLION**

Penderfyniad:

Y dylid cymeradwyo gweithredu Polisi Dyrannu Seibiant y Gwasanaethau i Oedolion fel y nodir yn Atodiadau 1 a 2 o'r adroddiad a ddsbarthwyd.

Rheswm dros y Penderfyniad

I alluogi'r Cyngor i gymryd i ystyriaeth yr adnoddau gofal cymdeithasol a'r gofal a'r cymorth arall sydd ar gael i unigolion wrth ymgymryd ag aseiad neu ailaseiad o anghenion gofalwyr. I sicrhau bod ystod gynaliadwy o wasanaethau gofal cymdeithasol o ansawdd da ar gael i oedolion er mwyn diwallu anghenion dinasyddion mwyaf agored i niwed Castell-nedd Port Talbot. Hefyd, i gyfrannu at yr arbedion cyllidebol a nodwyd ym Mlaengynllun Ariannol y Cyngor.

Rhoi'r Penderfyniad ar Waith:

Caiff y penderfyniad ei roi ar waith ar ôl y cyfnod galw i mewn o dridiau.

Ymgynghoriad

Ar 10 Mehefin 2019 cymeradwyodd y cynghorwyr ymgynghoriad cyhoeddus o 90 diwrnod mewn perthynas â'r Polisi. Cynhaliwyd y cyfnod ymgynghori rhwng 17 Mehefin a 15 Medi 2019, a chafwyd nifer o weithgareddau ymgynghori ac ymgysylltu. Mae hyn wedi helpu i gadarnhau cynnwys drafft terfynol y Polisi a luniwyd gan swyddog.

8. **GWASANAETHAU OEDOLION, PLANT A PHOBL IFANC - ADRODDIAD PERFFORMIAD AR GYFER YR 2IL CHWARTER (EBRILL 19 - MEDI 19)**

Penderfyniad:

Y dylid nodi'r adroddiad.

9. **MYNEDIAD I GYFARFODYDD**

Penderfyniad:

Y dylid eithrio'r cyhoedd ar gyfer yr eitemau busnes canlynol yn unol â Rheoliad 4 (3) a (5) o Offeryn Statudol 2001 Rhif 2290, oherwydd eu bod yn cynnwys y tebygolrwydd o ddatgelu gwybodaeth eithriedig fel y diffiniwyd ym Mharagraffau 13 a 14 o Atodlen 12A Deddf Llywodraeth Leol 1972.

10. **TREFNIADAU CONTRACT AR GYFER Y GWASANAETH MÂN ADDASIADAU**

Ailnododd y Cynghorydd P.D.Richards ei fudd yn yr eitem ganlynol a gadawodd y cyfarfod. Camodd y Cynghorydd P.A.Rees i'r adwy ar gyfer yr eitem hon yn unig.

Penderfyniad:

Y dylid caniatáu awdurdod dirprwyedig i'r Pennaeth Gwasanaethau Oedolion i fynd ati i sefydlu contract gyda Gofal a Thrwsio Bae'r Gorllewin Cyf./Care and Repair Western Bay Ltd ar gyfer darparu Gwasanaeth Mân Addasiadau tan 31 Mawrth 2021, gydag opsiwn i ymestyn y contract tan 31 Mawrth 2022 fel y nodwyd yn yr adroddiad preifat a ddsbarthwyd.

Rheswm dros y Penderfyniad:

I sicrhau bod fframwaith cyfreithiol rwydol yn ei le rhwng y partïon.

Rhoi'r Penderfyniad ar Waith:

Caiff y penderfyniad ei roi ar waith ar ôl y cyfnod galw i mewn o dridiau.

11. **ADRODDIAD Y RHEOLWR AR GARTREF DIOGEL I BLANT HILLSIDE**

Dychwelodd y Cynghorydd P.D.Richards i'r cyfarfod ac ymddieithiodd y Cynghorydd P.A.Rees o weddill y cyfarfod.

Penderfyniad:

Y dylid nodi'r adroddiad.

12. **DEDDF RHEOLEIDDIO AC AROLYGU GOFAL CYMDEITHASOL (CYMRU) 2016 RISCA 2016**

Penderfyniad:

Y dylid nodi'r adroddiad.

CADEIRYDD

Mae'r dudalen hon yn fwriadol wag

Social Care, Health and Wellbeing Cabinet Board

PROVISIONAL - 2019/20 FORWARD WORK PLAN (DRAFT)
SOCIAL CARE, HEALTH AND WELLBEING CABINET BOARD

MEETING DATE	Agenda Items	Type (Decision, Monitoring or Information)	Rotation (Topical, Annual, Biannual, Quarterly, Monthly)	Contact Officer/ Head of Service
12 Mar 20	Quarterly Performance Indicators	Monitoring	Quarterly	Ian Finnemore/ Angela Thomas
	Supporting People Programme Grant Contracts 19/20	Decision	Annual	Chele Howard/ Angela Thomas
	Homelessness Strategy Monitoring Report	Monitoring	Topical	Rob Davies/ Angela Thomas
	Carers Information and Consultation Strategy Annual Progress Report	Information	Annual	Chele Howard/ Angela Thomas
	Shared Lives Policy	Decision	Topical	Chele Howard/ Angela Thomas

Tudalen 9

Eitem yr Agenda 4

Social Care, Health and Wellbeing Cabinet Board

MEETING DATE	Agenda Items	Type (Decision, Monitoring or Information)	Rotation (Topical, Annual, Biannual, Quarterly, Monthly)	Contact Officer/ Head of Service
30 April 20	Fostering Statement of Purpose and Quality Care Report	Information	6 Monthly	Delyth Berni/ Keri Warren
	Hillside Managers Report	Monitoring	Quarterly	Karen Wedmore/ Keri Warren
	Regulation and Inspection of Social Care (Wales) Act 2016 RISCA 2016	Monitoring	Quarterly	Chris Frey-Davies/ Keri Warren
	Quarterly Performance Indicators	Monitoring	Quarterly	Ian Finnemore/ Angela Thomas

Tudalen10

Social Care, Health and Wellbeing Cabinet Board

MEETING DATE	Agenda Items	Type (Decision, Monitoring or Information)	Rotation (Topical, Annual, Biannual, Quarterly, Monthly)	Contact Officer/ Head of Service
4 June 20	To be Confirmed			

Tudalen11

Mae'r dudalen hon yn fwiadol wag



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL Social Care, Health & Well-Being Cabinet Committee

30th January 2020

**Report of the Director of Social Services, Health & Housing -
Andrew Jarrett**

Matter for Information

Wards Affected: All

SOCIAL SERVICES COMPLAINTS AND REPRESENTATIONS ANNUAL REPORT 2018-19

Purpose of Report

To report on the operation of the Directorate's Complaints and Representation procedures from 1st April 2018 - 31st March 2019, including comparisons, where relevant, against activities in previous years.

Executive Summary

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

The Annual Report, attached as Appendix 1, provides Members with a summary of the complaint and representation activities during 2018-19.

A further report will be presented to Members at a future Scrutiny Cabinet Board highlighting case studies of complaints received by the

Social Services, Health and Housing Directorate. This report will be presented in private.

Financial Impacts:

No Implications.

Integrated Impact Assessment:

There is no requirement to undertake an Integrated Impact Assessment as this report is for monitoring / information purposes.

Valleys Communities Impacts:

No Implications.

Workforce Impacts:

There are no workforce impacts associated with this report.

Legal Impacts:

There are no legal impacts associated with this report.

Risk Management Impacts:

There are no known risks associated with this item.

Crime and Disorder Impacts:

Section 17 of the Crime and Disorder Act 1998 places a duty on the Council in the exercise of its functions to have "due regard to the likely effect of the exercise of those functions on and the need to do all that it reasonably can to prevent:

- a) Crime and disorder in its area (including anti-social and other behaviour adversely affecting the local environment);

- b) The misuse of drugs, alcohol and other substances in its area; and
- c) Re-offending the area”.

There is no impact under the Section 17 of the Crime and Disorder Act 1998.

Counter Terrorism Impacts:

There is no impact on the duty to prevent people from being drawn into terrorism.

Violence Against Women, Domestic Abuse and Sexual Violence Impacts:

Section 2(1) of the Violence Against Women, Domestic Abuse and Sexual Violence (Wales) Act 2015 introduced a general duty where a person exercising relevant functions must have regard (along with all other relevant matters) to the need to remove or minimise any factors which:

- (a) increase the risk of violence against women and girls, or
- (b) exacerbate the impact of such violence on victims.

There is no impact on the above duty.

Consultation:

There is no requirement for external consultation on this item.

Recommendation

This item is for monitoring purposes.

Reasons for Proposed Decision

Not applicable.

Implementation of Decision

Not applicable.

Appendices

Appendix 1 - Social Services Complaints and Representations
Annual Report 2018-19.

List of Background Papers

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

Officer Contact

Leighton Jones, P.O. Governance & Policy Support (Designated
Complaints Officer) Tel. No. 01639 763394 email: l.jones@npt.gov.uk

Lisa Cody, Governance & Policy Support (Complaints Team) Tel. No.
01639 763445 email: l.cody@npt.gov.uk

**NEATH PORT TALBOT COUNTY
BOROUGH COUNCIL**

**SOCIAL SERVICES
COMPLAINTS
AND
REPRESENTATIONS**

**ANNUAL REPORT
2018 / 2019**

**SOCIAL SERVICES
COMPLAINTS AND REPRESENTATIONS 2018/19**

CONTENTS

1. Introduction
2. Why do people complain?
3. Summary of the complaints procedure
4. The Public Services Ombudsman for Wales
5. Member referrals
6. Safeguarding of children and adult protection
7. Statistical information 2018/2019
8. Lessons Learned
9. Achievements in 2018/2019
10. Objectives for 2019/2020
11. Contacts

1. INTRODUCTION

This report covers the period 1st April 2018 to 31st March 2019 and relates to the Children's Services and Adult Services, within the Directorate of Social Services, Health and Housing, which jointly comprise the social services function within Neath Port Talbot County Borough Council.

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

2. WHY DO PEOPLE COMPLAIN?

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

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

3. SUMMARY OF THE COMPLAINTS PROCEDURE

The Social Services Complaints and Representations Procedure is based upon the good practice guidance issued alongside the Social Services Complaints Procedure (Wales) Regulations 2014 and the Representation Procedure (Wales) Regulations 2014.

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

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

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

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

Stage 1: Local Resolution

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

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

Stage 2: Formal Consideration

Where a complaint cannot be resolved at Stage 1, it will be referred to Stage 2. An Independent Investigating Officer (I.I.O.) is appointed by the Director (or their representative) to investigate the matter. In the case of children's complaints, an Independent Person (I.P.) is also appointed to oversee the investigation process in accordance with statutory requirements. Both individuals are not permitted to be employees of the local authority.

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

Completion of the investigation and the accompanying report should be achieved within the statutory timescale of 25 working days; again, an extension can be made with the agreement of the complainant.

4. THE PUBLIC SERVICES OMBUDSMAN FOR WALES

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

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

5. MEMBER REFERRALS

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

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

6. SAFEGUARDING OF CHILDREN AND ADULT PROTECTION

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

Any complaint or representation that raises concerns about child protection the protection of a vulnerable adult should be referred immediately to the appropriate safeguarding officer or where a criminal act is known or suspected, the police. There should be no complaints investigation while there is any chance of

compromising the child or adult protection investigations. This does not rule out aspects of the complaint being pursued at a later date where and when this is right.

7. STATISTICAL INFORMATION 2018/2019

Number of Representations Received

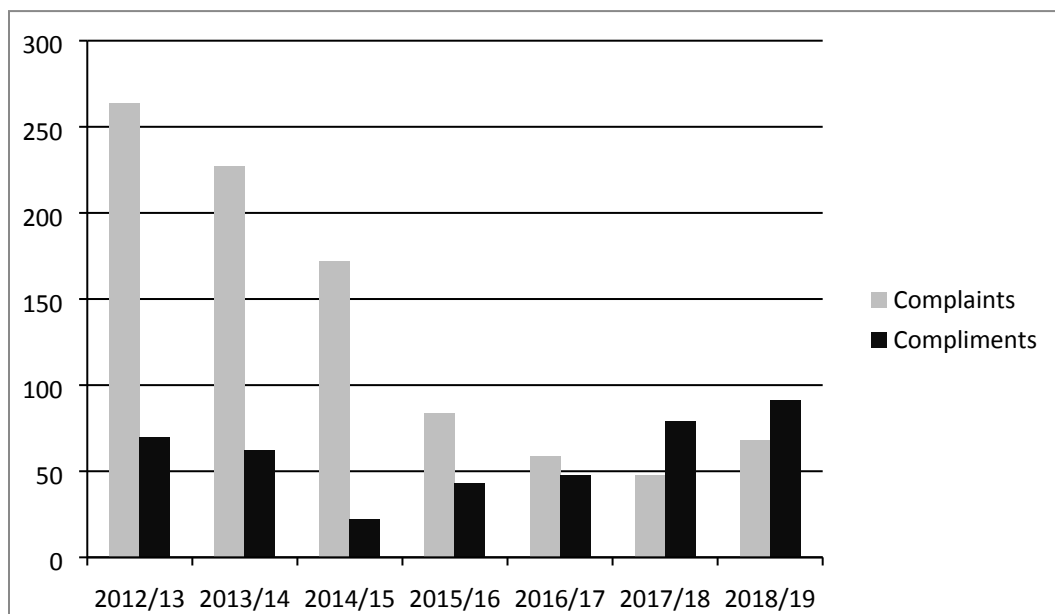
The following information provides details of the number of representations (complaints and compliments), received in relation to the delivery of social services during the reporting period:

Table 1 – Number of Representations Received 2018/2019

	Complaints	Compliments	Total
Adult Services	30	48	78
Children’s Services	32	33	65
Business Services	6	10	16

The following table provides a comparison with previous reporting periods.

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



Stages at which complaints were resolved

Table 3 - Statutory Complaints Procedure 2018/19

	Adult Services	Children's Services	Business Services
Stage 1	28	31	6
Stage 2	2	1	0

Timescales for Completion of Complaints (Stage 1)

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

As can be seen from Table 4, 25% of formal Stage 1 complaints during 2018/19 were responded to within 10 working days.

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

Table 4 - Timescales for Completion of Stage 1 Complaints

	Response within (working days):	
	2018/19 10 days	2018/19 10+ days
Adult Services	6	22
Children's Services	8	21
Business Strategy	2	4
Total	16	47

The Complaints Team continues to work closely with managers to improve response times and encourage staff to give high priority to achieving swift and

effective resolution whilst also linking an understanding of the procedure to quality and service improvement.

Outcomes

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

- Upheld
- Partially Upheld
- Not Upheld

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

Table 5 – Complaint Outcomes 2018/19

	Adult Services	Children's Services	Business Services
Not Upheld	8	14	4
Partially Upheld	7	5	0
Upheld	9	8	1
Other	6	5	1

A total of 18 complaints were upheld in 2018/19 which equates to 26% of complaints received. A further 12 (18%) were partially upheld.

How Complaints were resolved

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

Methods include:

- liaison by complaints officers with senior managers to identify/agree immediate resolution;
- managers meeting with complainants to discuss their concerns;
- provision of explanation (written) as to reasons for decisions;
- provision of an apology (written), where appropriate;

- action taken to change a decision;
- independent investigation; and
- mediation.

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

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

Nature/Range of Complaints

Examples of the most common complaints received were as follows:

- quality / level of service / standard of care
- staff attitude / conduct
- missed / late appointments /times of visits
- lack of / poor communication
- unacceptable delays
- disagreement with assessment / care plan
- inaccuracies in social work reports / statements

Corporate Complaints Procedure

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

Complaints Resolved at the pre-Complaints Procedure stage

The Complaints Team also carries out a significant amount of work in dealing with and resolving concerns at source, for example, in cases whereby the issues raised are able to be immediately resolved and do not require being formally addressed at Stage 1. This involves Complaints Team staff ensuring that they liaise quickly with appropriate Team Managers to identify and agree swift actions to be taken so as to resolve concerns immediately.

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

Welsh Language

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

Compliments

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

Table 6 – Compliment Examples

A selection of the compliments received during 2018/19 are set out below:

Adult Services
<p><i>“We as a family thank you for a smooth transition from home to Trem-Y-Glyn. My mother-in-law has settled in well at the residential home. Your kindness and consideration to her needs were very much appreciated, as well as your patience. Thank you again.”</i> - service user’s family regarding a social worker, Neath Network Team</p>
<p><i>“Just a short note to say thank you. A has been at (xxx) for just over 6 months now and I am thrilled at how much he likes being there. I have just picked up him up for the weekend and he is so happy and settled. The staff are obviously very fond of him and he is joining in with lots of activities. I was so worried about the move and must have seemed a bit unreasonable at times so thanks for your patience”</i> - service user’s parent to Complex Disability Team</p>
Children’s Services
<p><i>“I was incredibly impressed by Miss L and her practice manager, Miss S. They carried out a comprehensive and thoughtful piece of work. They were sensitive</i></p>

and hopeful and have managed to their credit to form a proper and professional relationship with the parents.

They could very easily have written off these parents and they did not. Both, were in evidence impressive, intelligent and thoughtful. That combination of skills and professionalism in my view is unusual in these cases.” - a QC in Children’s Services case

“Thank you for being there for us whenever we needed you and I am happy for whatever child/children have the pleasure of having you. Thank you soooo much for your support.

Thank you so much, I will miss you and I already do! Lots of love” - a child in need regarding her Practice Support Worker, Sandfields CCT

Business Services

“It was lovely to talk to you this morning and thank you for the kind things you said about J. We appreciate all the help and support you give J as we are well aware of how challenging he can be. Many thanks. Kind regards.” - complainant to Complaints Team

“I cannot thank you enough for the service that you provided, it was outstanding. It is such a brilliant service that you provide and just wanted to say a big thank you for all the support you gave yesterday. Thanks again” - service user to Welfare Rights Unit

8. LESSONS LEARNED

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

9. ACHIEVEMENTS IN 2018/2019

Achievements during 2018/19 include:-

- Strengthened arrangements surrounding independent investigators;
- Maintained management oversight of Directorate wide compliments and complaints and specific adherence with statutory guidelines;
- Reviewed performance information/data extracted from the database;
- Built upon relationships with key service stakeholders, including raising the profile of the Complaints Team;
- Ensured the complaints service continues to meet the requirements of the Social Services & Wellbeing (Wales) Act 2014;
- Increased the number of compliments received in comparison to 2017/18;

10. OBJECTIVES FOR 2019/2020

Plans for 2019/20 include:

- Review the Social Services, Health & Housing Policy & Procedure;
- Explore the use of submitting electronic complaints via the Council's website, in line with the Digital Strategy;
- Review our process and documentation in relation to the Welsh Language Standards;
- Review our 'customer contact policy';
- Explore and develop staff training for senior managers regarding the handling & investigation of complaints.

11. CONTACTS

Designated Complaints Officer,

Social Services, Health and Housing Directorate,
Neath Civic Centre, Neath, SA11 3QZ

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

Care Inspectorate Wales,

Welsh Government Office

Rhydycar Business Park, Merthyr Tydfil CF48 1UZ,

Tel: 0300 7900126 email: ciw@gov.wales

Children's Commissioner for Wales,

Oystermouth House,
Phoenix Way, Llansamlet,
Swansea, SA7 9FS.

Tel: 01792 765600 email: post@childcomwales.org.uk

Older Person's Commissioner for Wales

Cambrian Buildings,
Mount Stuart Square, Butetown,
Cardiff, CF10 5FL

Tel: 03442 640670 email: ask@olderpeoplewales.com

Public Services Ombudsman for Wales

1 Ffordd Y Hen Gae,
Pencoed, Bridgend, CF35 5LJ

Tel: 03007 900203 website: www.ombudsman.wales

Leighton Jones, Designated Complaints Officer
July 2019

Mae'r dudalen hon yn fwriadol wag



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL NEATH PORT TALBOT SOCIAL CARE HEALTH & WELL-BEING CABINET BOARD

30th January 2020

REPORT OF THE HEAD OF ADULT SERVICES – A. THOMAS

Matter for Decision

Wards Affected: All Wards

RE-MODELLING OF ADULT SOCIAL CARE SERVICES

Purpose of the Report:

This report is to request permission for the Head of Adult Social Services to enter into a formal consultation process with staff on the re-modelling of Adult Social Care Services towards a place based model of service delivery.

Executive Summary:

This report provides an overview of the findings of the systems review of Adult Services undertaken by the Head of Adult Services and the management team. The review highlighted a number of inconsistencies in the current system for the delay of timely and consistent social care services; hence, the Head of Adult Services requests permission to formally consult with staff regarding proposed changes to existing structures.

Background:

For the past twelve months, the Head of Adult Services and the management team have carried out a root and branch review of the current services across Neath Port Talbot (NPT). The review included systems that span health and social care involved the following teams:

- Adult Social Work Network Teams
- Intermediate Care – Community Resource Team
- Direct Payments Team
- Complex Disability Team
- Older Persons Mental Health Team
- Adult Community Mental Health Teams
- District Nursing
- Homecare and Reablement Team

Extensive data was collated as part of the review, which included caseload numbers, waiting times, referral cases, hospital discharges etc. The review concluded the following:

‘A complex and fragmented system, struggling to deliver outcome focused services under the constraints of austerity and increasing service demands’.

Informal consultation has taken place with staff during the course of the review in the form of four all staff engagement events (including health colleagues), attendance at team meetings, one to one meetings with all team managers to ascertain their views and support from Cabinet Members, Trade Unions and Human Resource colleagues.

It is proposed to move to the formal stage of consultation on the Remodelling of Adult Social Care Services. The proposal will see the creation of three place based teams situated in the Swansea Valley/Pontardawe, Neath and Afan areas. Teams will comprise of multi-agency workers either integrated or co-located in these areas.

The teams will build upon the vision for Building Safe and Resilient Communities and mirror the GP cluster areas being implemented across the health board.

It is further proposed to implement these changes on a phased basis, details of which will be presented to Cabinet/Scrutiny and Personnel Committee when consultation has concluded. Any changes will be made in accordance with the Council's Management of Change in Partnership Policy and involve Trade Union and HR colleagues throughout the process.

Financial Impacts:

There are no financial impacts associated with this report. Changes as part of the re-modelling will be contained within the Council's 2020/21 budget for Adult Services and in line with the Council's FFP requirements.

Integrated Impact Assessment:

An Integrated Impact Assessment (IIA) is not required for this report; however, an IIA screening tool and a full IIA (if required) will be undertaken as part of any decisions to re-model Adult Services.

The engagement process will help to inform the IIA process.

Valleys Communities Impacts:

No impact; the recommendation has no spatial impact on our valley communities and does not link to the impacts identified in the Cabinet's response to the Council's Task and Finish Group's recommendations on the Valleys.

Workforce Impacts:

Any decision to change the current Adult Services model will have an impact on the workforce. The engagement process will help to inform an evaluation of the impact. Any changes to the workforce will be in line with the Council's processes and legislative requirements.

Engagement, as part of the consultation, will be undertaken with HR officers and Union representatives.

Legal Impacts:

There are no legal impacts associated with this report.

Risk Management Impacts:

No further risk management impacts other than those contained in the report.

Crime and Disorder Impacts:

Section 17 of the Crime and Disorder Act 1998 places a duty on the Council in the exercise of its functions to have "due regard to the likely effect of the exercise of those functions on and the need to do all that it reasonably can to prevent:

- a) Crime and disorder in its area (including anti-social and other behaviour adversely affecting the local environment); and
- b) The misuse of drugs, alcohol and other substances in its area; and
- c) Re-offending the area"

There is no impact under the Section 17 of the Crime and Disorder Act 1998.

Violence Against Women, Domestic Abuse and Sexual Violence Impacts:

Section 2(1) of the Violence Against Women, Domestic Abuse and Sexual Violence (Wales) Act 2015 introduced a general duty where a person exercising relevant functions must have regard (along with all other relevant matters) to the need to remove or minimise any factors which:

- (a) increase the risk of violence against women and girls, or
- (b) exacerbate the impact of such violence on victims.

The proposals contained in this report are likely to have no impact on the above duty.

Consultation:

It is proposed that, with Members permission, the Head of Adult Services commences consultation with staff in regard to the re-modelling of Adult Services.

Any potential changes to the workforce will be consulted on in line with our legal requirements and internal HR policies. This consultation will involve the Council's HR department and Union representatives.

Recommendations:

For the Head of Adult Services to be granted permission to commence engagement and communication with the Adult Services workforce.

Reasons for Proposed Decision:

To ensure that we have a sustainable Adult Service that is able to meet the changing needs and demands of our local population and to ensure that the workforce has an opportunity to shape and inform decision making in regards to the future model.

Implementation of Decision:

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

Appendices:

None.

List of Background Papers:

None.

Officer Contact:

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



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL NEATH PORT TALBOT SOCIAL CARE HEALTH & WELL-BEING CABINET BOARD

30th January 2020

Report of the Head of Adult Services – A. Thomas

Matter for Information

Wards Affected: All wards

Contractual Arrangements for Externally Commissioned Specialist Day Services and Specialist Care Homes

Purpose of the Report:

To inform Members of the intention for the Head of Adult Services to enter into new contracts with providers of specialist day services and specialist care homes.

Executive Summary:

Over the years, there have been a number of changes to the regulatory and legal framework governing social care services. In addition, expectations in terms of service models and delivery have changed. In light of this, there is a need to develop new contracts for specialist day services and specialist care homes.

Neath Port Talbot County Borough Council's ("the Council") Contract Procedure Rules' (CPR's) requires officers to inform the Council when such contracts are entered into.

Background:

The Council have a number of contracts with providers of specialist day services and specialist care homes.

These contracts have been in place for a number of years, a review of our current contractual arrangements highlighted that there was a need to refresh and re-issue new contracts to providers of these services.

The reason for this is to ensure that these agreements take into account the current regulatory and legal framework governing social care services. In addition, this will ensure that the service specification better reflects the Council's quality and outcome requirements for the services we purchase.

Rule 2.1 of the Council's CPR's sets out that tenders should be invited for contracts in excess of £50,000. The contracts will allow the Council to 'spot purchase' individual placements. There is no obligation to spot purchase individual placements as a result of entering into these contracts, therefore these contracts have no value.

Individual placements made under the contract will have a financial value. Rule 3.1 (xv) of the Council's CPR's allow Social Care contracts to be excluded from the requirements of Rule 2.1. The number and total value of individual placements made under these contracts will be reported back to Neath Port Talbot Social Care Health and Well-being Cabinet Board on an annual basis.

Financial Impacts:

The contracts in themselves have no financial value and there is no obligation to spot purchase placements as a result of entering into the contracts. Placements made under the contracts will be overseen by the Common Commissioning Unit and agreed by the Resource Allocation Panel to ensure that the Council receives best value for money. All placements will be in line with the available budget for adult social care.

The number and total value of individual placements made under these contracts will be reported back to Neath Port Talbot Social Care Health and Well-being Cabinet Board on an annual basis.

In the 2018/19 financial year, the gross spend on services covered by these contracts was (please note the below figures represents total spend, not total amount of new placements made in 2018/19):

Service Type	Annual spend (Gross)
Learning disability specialist external residential care homes (excluding standard elderly homes)	£3,096,705
Learning disability specialist external day services	£1,118,116
Mental health specialist external residential (excluding standard elderly homes)	£2,232,473
Mental health specialist external day services	£7,329

Integrated Impact Assessment:

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

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

A first stage impact assessment identified this proposal has no impact as it seeks to put updated formal agreements in place for long standing arrangements. Therefore, this proposal will not result in people experiencing a fundamental change to the nature of the services that they currently receive or a change to their ability to receive the Services.

Valleys Communities Impacts:

No impact – the recommendation has no spatial impact on our valleys communities and does not link to the impacts identified in the Cabinet’s response to the Council’s Task and Finish Group’s recommendations on the Valleys.

Workforce Impacts:

No impact.

Legal Impacts:

The cost of the contracts have no value in itself and as such is below the threshold of undertaking a competitive tender in the Official Journal of the European Union (OJEU), the threshold for this being £615,278.

Nevertheless, even though this contract is exempt from the threshold to competitively tender in the OJEU, the Council is still caught by the general obligations of transparency, equal treatment, non-discrimination and proportionality that derive from the Functioning of the European Union (TFEU) when contracts are of ‘certain cross border interest’.

What these principles imply in practice is that the contract should be transparently awarded in a non-discriminatory way. The simplest way to demonstrate compliance would be going through a procurement process exercise compliant with the principles outlined above.

Individual placements made under the contract will have a financial value. Rule 3.1 (xv) of the Councils CPR’s allow Social Care contracts to be excluded from the requirements of Rule 2.1. Therefore the risk of a legal challenge from providers who have not had an opportunity to bid for the contracts are reduced.

Risk Management Impacts:

No further risk management impacts other than those contained in the report.

Consultation:

There is no requirement for external consultation on this item.

Recommendations:

To note the contents of this report.

Reasons for Proposed Decision:

Report for information only.

Implementation of Decision:

Report for information only.

Appendices:

Appendix 1 - First Stage Assessment

List of Background Papers:

None

Officer Contact:

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

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

Chelé Zandra Howard, Principle Officer for Commissioning, Phone:

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

Mae'r dudalen hon yn fwriadol wag

Impact Assessment - First Stage

1. Details of the initiative

Initiative description and summary:

Contractual Arrangements for Externally Commissioned Specialist Day Services and Specialist Care Homes: For the Head of Adult Services to enter into new contracts with providers of specialist day services and specialist care homes.

Service Area: Adult Social Care

Directorate: Social Services, Health and Housing

2. Does the initiative affect:

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

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

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age			X		L	<p>The people who may access the services will be adults aged 18+.</p> <p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a new contract. The new contract does not make any changes to the current provision. As such this proposal will have a neutral impact on people with this protected characteristic.</p>

Disability			X		L	<p>People who access these services will have a disability and these services will be provided in order to support the person meet their personal eligible social care outcomes identified through an assessment.</p> <p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a new contract. This proposal does not impact on eligibility for these services. The new contract does not make any changes to the current provision. As such this proposal will have a neutral impact on people with this protected characteristic.</p>
Gender Reassignment			X		L	<p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a new contract. The new contract does not make any changes to the current provision. As such this proposal will have a natural impact on people with this protected characteristic.</p>
Marriage/Civil Partnership			X		L	<p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a new contract. The new contract does not make any changes to the current provision. As such this proposal will have a neutral impact on people with this protected characteristic.</p>
Pregnancy/Maternity			X		L	<p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a new contract. The new contract does not make any changes to the current provision. As such this proposal will have a neutral impact on people with this protected characteristic.</p>
Race			X		L	<p>There are no changes to the nature or scope of services to be provided, the proposal is to enter into a new</p>

						contract. The new contract does not make any changes to the current provision. As such this proposal will have a neutral impact on people with this protected characteristic.
Religion/Belief			X		L	There are no changes to the nature or scope of services to be provided, the proposal is to enter into a new contract. The new contract does not make any changes to the current provision. As such this proposal will have a natural impact on people with this protected characteristic.
Sex			X		L	There are no changes to the nature or scope of services to be provided, the proposal is to enter into a new contract. The new contract does not make any changes to the current provision. As such this proposal will have a neutral impact on people with this protected characteristic.
Sexual orientation			X		L	There are no changes to the nature or scope of services to be provided, the proposal is to enter into a new contract. The new contract does not make any changes to the current provision. As such this proposal will have a neutral impact on people with this protected characteristic.

4. Does the initiative impact on:

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
--	-----	----	---------------------	---------------	-----------------	---

People's opportunities to use the Welsh language		x				The contract makes provision to ensure people can use their first language of choice. As such there is no impact as this is not a departure from the existing contract
Treating the Welsh language no less favourably than English		x				The contract makes provision to ensure people can use their first language of choice. As such there is no impact as this is not a departure from the existing contract

5. Does the initiative impact on biodiversity:

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

Tudalen46

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

	Yes	No	Details
Long term - how the initiative supports the long term well-being of	x		These services plays an essential part in supporting people to achieve their identified eligible social care outcomes. The contracts will ensure that

people			there is a legal framework underpinning the delivery of high quality services to support a person's long term well-being.
Integration - how the initiative impacts upon our wellbeing objectives	x		The services involve working with other organisations to support adults in achieving their eligible social care outcomes. Thereby supporting Well-being priority 2 of the Corporate Plan.
Involvement - how people have been involved in developing the initiative	x		Providers are asked to obtain service user feedback in order to inform the delivery and performance of the service. Service User feedback will also be gathered as part of contract monitoring
Collaboration - how we have worked with other services/organisations to find shared sustainable solutions	x		The services involve working with other organisations to support adults in achieving their eligible social care outcomes.
Prevention - how the initiative will prevent problems occurring or getting worse	x		The service plays an essential part in supporting people to gain or maintain their independence.

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

A full impact assessment (second stage) is not required	x
Reasons for this conclusion	

This proposal has no negative impacts on people with protected characteristics as it seeks to put a new formal agreement in place for long standing arrangements.

The proposal does not have a negative impact on a person's ability to use the Welsh Language and will not result in the Welsh Language being treated less favourably.

This proposal has no impact on bio-diversity.

The proposal is in line with the 5 ways of working.

A full impact assessment (second stage) **is** required

Reasons for this conclusion

	Name	Position	Signature	Date
Completed by	Chelé Zandra Howard	PO Commissioning	C.Z. Howard	22.11.19
Signed off by	Angela Thomas	Head of Adult Services	A. Thomas	22.11.19

Tudalen49

Mae'r dudalen hon yn fwiadol wag



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL SOCIAL CARE HEALTH & WELLBEING CABINET BOARD

30th January 2020

**Report of the Head of Children and Young People Services – K.
Warren**

Matter for Decision

Wards Affected: All Wards

**Inter-Agency (Collaborative) Agreement Relating to the
Provision of a Regional Speech and Language Therapy Service**

Purpose of the Report:

To request that the Head of Children and Young People Services be granted delegated authority to agree the final terms of an Inter-Agency Agreement (“IAA”) with the City and County of Swansea (“CCoS”), for the delivery of a regional speech and language therapy (“SALT”) service, and accordingly enter into the IAA with CCoS.

Executive Summary:

The proposed SALT service will be part of the interventions available to children and young people residing in Hillside Secure Children’s Home or being supported by the Youth Justice and Early Intervention Service (“YJEIS”).

Officers from Neath Port Talbot County Borough Council (“the Council”) have worked in partnership with CCoS to establish a regional

SALT service that will be delivered by Swansea Bay University Health Board (SB UHB). CCoS will be the designated lead organisation in the purchasing of this service and will lead the management of the regional contract with SB UHB. Undertaking a regional approach will strengthen sustainability of services and maximise the available resources to ensure flexible service delivery, which can meet anticipated future demand.

There may be some minor revisions required to the draft IAA (Appendix 1), as such it is requested that the Head of Children and Young People Services is given delegated authority to agree the final terms of the IAA and to enter into the final IAA. The length of this contact will be to 31st March 2021.

Background:

Hillside currently commission a 0.4 FTE, band 6, SALT worker from SB UHB. The councils YJEIS purchase a speech and language therapy (SLT) service from SB UHB, delivered by a 0.6 FTE, band 6, SALT worker. These services help children and young people with speech and/or language difficulties understand the processes they are subject to as well as communicate and interact proficiently with a wide range of individuals.

The number of children and young people residing in Hillside or involved in the Council's YJEIS, who are identified as having speech, language and/or communication difficulties has increased. Up to 70% of children and young people referred to Hillside have been identified as having extreme speech and language difficulties. It has also been identified that 72% of children and young people involved with the Council's YJEIS have speech, language and/or communication difficulties.

In order to ensure that the Council is best placed to meet current and future demands for SALT services in Hillside and YJEIS, it is proposed that the Council enters into an IAA with CCoS to purchase a regional

SALT service from SB UHB. This service will comprise of a minimum of 160 sessions delivered to Hillside Secure Children's Home per year, 320 sessions delivered to the Council's YJEIS and 320 sessions delivered to CCoS YJEIS per year.

The above will equate to an increase in the current service of a 0.1 FTE, band 6, SALT worker. In addition, the service will also include a band 7 SALT worker, who will provide clinical direction for SALT services within the YJEIS. It is intended that this increased service will offer greater opportunities for the adaptation of all interventions delivered by the Council's YJEIS, to ensure that they are speech and language friendly and accessible to all children and young people and that there is increased opportunities for in-house training.

Entering into a regional agreement with CCoS to purchase this service from SB UHB will improve capacity and sustainability. The contract will commence in January 2020 and will run until 31st March 2021. This is because pooling resources is a more cost effective way of increasing provision and will enable SB UHB to provide a more flexible approach to utilising its specialist SALT team across the three services.

Officers will undertake a review in Q2 of the 2020/21 financial year in order to understand if the service has delivered its intended outcomes and to inform a decision on what arrangements should be put in place for 1st April 2021.

Financial Impacts:

At present the annual charge for Hillside Secure Children's Home is £18,000 and the YJEIS have a budget of £26,680, giving a total cost of £44,680.

The new service will require an annual contribution of £26,500 and £46,280 from Hillside and YJEIS respectively, giving a revised total cost of £72,780.

This equates to an overall increase of £28,100.

Hillside Secure Children's Home will look to recover their part of the additional cost through the fees that they charge.

The additional cost to the YJEIS will be met from within the existing Social Services budget allocation.

Integrated Impact Assessment:

A first stage impact assessment (appendix 2) has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016.

The first stage assessment has indicated that a more in-depth assessment is not required because:

- The proposal does not look to change current services, the aim of the proposal is to ensure that there is continuity of provision and put in place a process to maximise available resources to increase sustainability and capacity;
- The impact assessment identified that the proposal has either a positive, neutral or no impact on people due to their protected characteristics;
- The impact assessment identified that the proposal will have a neutral impact on a person's ability to use Welsh as the service will continue to be delivered in a person's chosen first language;
- Biodiversity impacts are not applicable to this proposal;
- The proposal embraces the 5 ways of working.

Valleys Communities Impacts:

Entering into an IAA has no spatial impact on our valley communities and does not link to the impacts identified in the Cabinet's response to the Councils Task and Finish Group's recommendations on the Valleys.

Workforce Impacts:

No implications.

Legal Impacts:

The IAA is made under the powers conferred by Section 101 and 111 of the Local Government Act 1972, Section 25 of the Local Government Wales Act 1994, the Local Authorities (Goods and Services) Act 1970, Sections 2, 19, 20 of the Local Government Act 2000.

The IAA sets out the arrangements under which CCoS will procure and contract the relevant services. Notwithstanding the existence of the agreement, the Council will remain responsible for discharging its statutory duties in relation to the All Wales Child Protection Procedures, Social Services and Wellbeing Act 2014 Well-being of Future Generations (Wales) Act 2015 and Children Act 1989.

Risk Management Impacts:

Section 17 of the Crime and Disorder Act 1998 places a duty on the Council in the exercise of its functions to have "due regard to the likely effect of the exercise of those functions on and the need to do all that it reasonably can to prevent:

- a) Crime and disorder in its area (including anti-social and other behaviour adversely affecting the local environment);
and

- b) The misuse of drugs, alcohol and other substances in its area; and
- c) Re-offending the area”

The recommendations in this report will have a positive impact, as the service will help children and young people involved in YJEIS to understand complex information and the processes they are subject to, as well as being able to communicate and interact within this process.

Consultation:

There is no requirement for external consultation on this item as the recommendations will not reduce access to services, change the nature of the services or negatively impact on those currently receiving a service.

Recommendations:

1. That the Head of Children and Young People Services be granted delegated authority to agree the final terms of the Inter-Agency Agreement with the City and County of Swansea for the delivery of a regional speech and language therapy service for Hillside Secure Children’s Home and the Youth Justice and Early Intervention Service.
2. Following the agreement of the final terms of the Inter-Agency Agreement, for the Head of Children and Young Peoples Services be granted delegated authority to enter into the contract with the City and County of Swansea until 31st March 2021;
3. That the City and County of Swansea be the designated lead organisation in the purchasing of this service from Swansea Bay University Health Board and lead the management of the regional contract.

Reasons for Proposed Decision:

To enable the Council to meet demands for SALT services and to ensure that there is a legally binding agreement setting out the approved terms of working in partnership with CCoS.

Implementation of Decision:

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

Appendices:

Appendix 1: Draft Inter-Authority Agreement

Appendix 2: First Stage Integrated Impact Assessment

List of Background Papers:

None

Officer Contact:

Keri Warren – Head of Children and Young People Services

Email: k.warren@npt.gov.uk tel: 01639 763328

Chelé Zandra Howard – PO Commissioning, email:
c.howard@npt.gov.uk tel: 01639 68479

Mae'r dudalen hon yn fwriadol wag

DATED

COLLABORATION AGREEMENT

RELATING TO THE PROVISION OF A SPEECH AND LANGUAGE THERAPY SERVICE
DELIVERED BY THE SWANSEA BAY UNIVERSITY HEALTH BOARD

Between

Neath Port Talbot County Borough Council

AND

The Council of the City and County of Swansea

THIS AGREEMENT is made the

(“**Commencement Date**”)

PARTIES

- (1) **THE COUNCIL OF THE CITY AND THE COUNTY OF SWANSEA** of Civic Centre, Oystermouth Road, Swansea, SA1 3SN (“**Host Authority**”).
And
- (2) **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of Port Talbot Civic Centre, Port Talbot. SA13 1PJ (“**NPT**”); and

Hereinafter, in addition to the defined names detailed above, may be referred to as **Partner, Authorities** or **Authority** as appropriate.

BACKGROUND

- (A) The Authorities have agreed to secure the provision of a speech and language service for service users in the West Glamorgan area.
- (B) The Council of the City and County of Swansea will be the Host Authority and lead in procuring the relevant services. The Host Authority will enter into an agreement with the Service Provider for the provision of the services on behalf of all Authorities detailed in this agreement (“**the Service Contract**”)
- (C) Owing to the fact that the Host Authority will be contracting with the Service Provider they will be responsible for managing the Service Contract and acting as key contact for any contractual discussions.
- (D) This Agreement facilitates the collaboration of the two Authorities to enable the delivery of a speech and language therapy service to those who are assessed as requiring this Service in the Neath Port Talbot and Swansea areas as more particularly described in the Service Contract (“**the Service**”).

IT IS AGREED

1. SCOPE OF AGREEMENT

- 1.1 This Agreement is made under the powers conferred by Section 101 and 111 of the Local Government Act 1972, Section 25 of the Local Government Wales Act 1994,

the Local Authorities (Goods and Services) Act 1970, Sections 2, 19, 20 of the Local Government Act 2000, and all other enabling powers now vested in the Authorities.

- 1.2 The Authorities shall undertake to establish the Service on the terms of this Agreement in order to collaborate effectively in the spirit of this Agreement and to offer support to the Service Provider in such a way that they may deliver the Service fully in accordance with the particulars of what is defined in the Service Provider's Agreement
- 1.3 The Authorities wish to record the basis on which they will collaborate with each other in relation to the establishment of the Service. This Agreement sets out:
 - (a) the Key Objectives agreed in the Service Specification;;
 - (b) the principles of collaboration referred to in Clause 3.1;
 - (c) the governance structures the parties will put in place;
 - (d) the respective roles and responsibilities the Authorities will have during the functioning of the Service.

2. WARRANTY

- 2.1 Each Authority warrants and represents to the other Authorities that, at the Commencement Date it has obtained its respective Authority's approval to:

1. enter into this Agreement
2. enable the Host Authority to award the Service Contract to the Service Provider on its behalf

and it has complied with its own internal procedures and standing orders, and Public Contracts Regulations 2015, where appropriate.

Each Authority also warrants and represents to the other that at the Commencement Date all necessary and appropriate powers have been delegated to enable each Authority to comply with its obligations under this Agreement and to further the Service.

3. PRINCIPLES OF COLLABORATION

3.1 The Authorities agree to adopt the following principles when carrying out the Service **(Principles)** to:

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Service;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including data protection and freedom of information legislation. In particular the parties agree to comply with the requirements of the Information Sharing Protocol attached to this Agreement at Schedule 1;
- (g) act in a timely manner. Recognise the time-critical nature of the Service and respond accordingly to requests for support;
- (h) manage stakeholders effectively;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement; and
- (j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

4. HOST AUTHORITY

4.1 The Council of the City and County of Swansea is appointed as the Host Authority for the duration of the agreement, and, subject to the Host Authority exiting the agreement in accordance with its terms in which case clause 13 applies, shall

- (a) lead in procuring and contracting with the Service Provider;
- (b) manage and monitor the Service Provider's performance;
- (c) keep apprised of any and all issues that arise between the other Authorities and the Service Provider; and
- (d) Implement the decisions of the Project Board unless otherwise agreed by the Authorities.

4.2 The Host Authority shall not be required to implement resolutions of the Project Board where a Representative or Representatives have acted outside their delegated authority. In such circumstances, the Host Authority will not be responsible to the Authorities for any losses the Authorities suffer howsoever caused, by its failure to implement the resolutions of the Project Board.

5. PROJECT GOVERNANCE

Overview

5.1 The governance structure defined below provides a structure for the development and delivery of the Service.

Guiding principles

5.2 The following guiding principles are agreed. The Service's governance will:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making authority with the criticality of the decisions required;

- (d) be aligned with Service scope (and may therefore require changes over time);
- (e) use existing structures and processes where possible to ensure good governance in the Service;
- (f) provide coherent, timely and efficient decision-making; and
- (g) correspond with the key features of the Service governance arrangements set out in this Agreement.

The Project Board

- 5.3 The Project Board is responsible for overseeing the delivery of the Service. The functions and terms of reference of the Project Board are further detailed in Schedule 2.

6. SERVICE DELIVERY AND INVOICING

- 6.1 Appropriate representatives from the Authorities Child and Family Services Departments shall be solely responsible for ensuring the eligibility of service users from their area accessing the Service.
- 6.2 Each Authority's Finance Officer will be individually responsible for settling invoices raised by the Service Provider that relate to the services provided to Service Users for whom they have responsibility in accordance with the particulars of the Service Contract
- 6.3 The Authorities shall be individually responsible for the day to day arrangements between the Service Provider and the Service User, to include the commencement, suspension and/or termination of services for individual service users and the review of service user needs in accordance with regulatory guidance.
- 6.4 Each respective Authority shall be individually responsible for their duties in relation to the All Wales Child Protection Procedures, Social Services and Wellbeing Act 2014 and Children Act 1989.
- 6.5 From the commencement of the Service Contract, each Authority shall work co-operatively with the others and with the Service Provider to ensure that transition

arrangements to any new Service Provider are undertaken with minimal disruption to the Service Users

- 6.6 The Authorities agree that they shall engage with the Service Provider in such a way so as not to prejudice the interests of one Authority member over another.

7. INDEMNITIES AND LIMITATION OF LIABILITY

- 7.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

- 7.2 The Authorities shall individually remain liable for any losses or liabilities incurred due to their own or their employee's actions and no party intends that the other party shall be liable for any loss it suffers as a result of this Agreement, save that all Authorities to this agreement shall equally share all losses that are suffered, in relation to all actions, proceedings, costs, claims, demands, liabilities, losses and expenses howsoever arising (including, for the avoidance of doubt, any employment costs or losses arising from the operation of TUPE), whether in tort, default or breach of contract (including for the avoidance of doubt breach of any grant conditions) or breach of law arising directly or indirectly out of or in connection with or in any way related to the role of Host Authority or in relation to any act or omission by the Host Authority in carrying out all or any of the duties and responsibilities of the Host Authority and/or implementing the decisions of the Project Board.

- 7.3 The indemnity given in clause 7.2 shall not apply where the liability arises from any fraud, dishonesty, negligence, unlawful expenditure, libel or slander on the part of the Host Authority and/or where the Host Authority has acted outside the scope of its authority, where such action has not been agreed by the other Authorities.

8. ASSISTANCE IN LEGAL PROCEEDINGS

- 8.1 If requested to do so by the Host Authority, the other Authorities shall give all reasonable assistance and co-operation and provide to the Host Authority any relevant information which is not confidential in connection with any legal enquiry, arbitration or Court proceedings, in which the Host Authority may become involved, or any relevant disciplinary hearing internal to the Host Authority, or any inquiry by the Public Services Ombudsman arising out of the business of this agreement.

- 8.2 Where any Authority becomes aware of any incident, accident or other matter which may give rise to a complaint to the Public Services Ombudsman or a claim or legal

proceedings in respect of the provision or failure in the business of this agreement, it shall notify the Project Board in writing as soon as practicable and in any event within 48 hours. Such notification in writing shall include all relevant information which is not confidential to enable the Project Board to investigate the matter fully.

- 8.3 Such information provided or assistance rendered pursuant to the obligation in clauses 8.1 and 8.2 above, in whatever form, shall be at no cost to the Host Authority unless otherwise ordered or determined in any decision or other outcome of any such inquiry, arbitrations, Court proceedings or enquiry by the Public Services Ombudsman.

9. ESCALATION

- 9.1 If an Authority has any issues, concerns or complaints about the Service, or any matter in this Agreement, that Authority shall notify its own Project Board Representative, as defined in Schedule 2, who shall then seek to resolve the issue at the Project Board. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Social Services Directors of each respective Authority, who shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Social Services Directorates of each respective Authority within 14 days, the matter may be escalated to the Chief Executives of each Authority for resolution.

- 9.2 If an Authority has any issue with the Service Provider, including but not limited to a disputed invoice, that Authority, irrespective of it not being a contracting party, shall furnish the Host Authority with all relevant information to allow it to begin the dispute resolution process. For the avoidance of doubt any losses, demands or claims that arise out of this process shall rest solely with the Authority who has instigated the dispute process.

- 9.3 If any Authority receives any formal inquiry, complaint, claim or threat of action from a third party including, but not limited to, claims made by a supplier or requests for information made under the FOIA in relation to the Service, the matter shall be promptly referred to both their own and the Host Authority's Representative.

10. CONFIDENTIALITY

- 10.1 The Authorities shall keep confidential all matters relating to the Agreement and shall use all reasonable endeavours to prevent their employees from making any disclosure to any person of any matter relating to the Agreement.

10.2 Clause 10.1, shall not apply to:

- (a) any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under the Agreement;
- (b) any matter which an Authority can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause 10;
- (c) any disclosure which is required by law (including any order of a Court of competent jurisdiction).
- (d) any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party; or
- (e) any disclosure by any Authority of any document related to the procurement of the Service Provider which the other Authorities (acting reasonably) have agreed with the disclosing Party contains no commercially sensitive information.

10.3 Where disclosure is permitted the recipient of the information shall be made aware of the confidential nature of the information and shall be subject to appropriate obligations of confidentiality.

10.4 The Authorities shall not make use of the Agreement or any information issued or provided by or on behalf of an Authority in connection with the Agreement otherwise than for the purpose of the Agreement, except with the prior written consent of the Authorities.

11. DATA PROTECTION AND FREEDOM OF INFORMATION

Data Protection

11.1 All Authorities shall comply with the notification requirements under the Data Protection Legislation ("DPL") as defined in Schedule 1.

11.2 All Authorities shall duly observe their obligations under the DPL which arise in connection with this Agreement and further agree to be guided by the Information Sharing Protocol detailed in Schedule 1 to this Agreement.

- 11.3 Prior to the commencement of the Agreement or in any event shortly afterwards, each Authority shall enter into an individual Data Protection Agreement with the Service Provider so that the appropriate management of data can be assured.

Freedom of Information

- 11.4 Each Authority acknowledges that they are subject to the requirements of the Freedom of Information Act 2000 (“**FOIA**”) and the Environmental Information Regulations 2004 (“**EIR**”) and, should the request relate to the Service, shall assist and co-operate with each other to enable the Authority, by whom the request has been received, to comply with disclosure requirements under the FOIA.

12. INTELLECTUAL PROPERTY

- 12.1 Any Intellectual Property created through the establishment and running of the Service shall vest in the respective Authority.
- 12.2 Nothing in this clause shall operate to prevent or make difficult the sharing of good practice between the Authorities.

13. TERM AND TERMINATION

- 13.1 This Agreement shall take effect on the Commencement Date and shall continue until the Service Contract expires by effluxion of time.
- 13.2 If an Authority gives notice of its intent to withdraw from this Agreement then the Host Authority shall take the necessary steps to terminate the Service Contract. Any Authority intending to withdraw from this Agreement in this way shall provide a minimum of four months written notice to the Project Board.
- 13.3 If the Service Provider gives notice of its intent to terminate the Service Contract then the Host Authority shall serve notice to terminate this Agreement.
- 13.4 The Authorities will ensure that they offer every assistance to enable continuity of Service at the end of the Service Contract Term. This will include provision of any necessary information required for the partner Authorities to enter into alternative arrangements or extend the Service Contract in accordance with the provisions therein.

- 13.5 In the event of termination of the Service Contract or this Agreement, each Authority and any successor organisation shall remain liable for any financial or other obligation or liability (actual or contingent) incurred during the period as a party to this agreement in respect of the Service.

14. VARIATION

- 14.1 This Agreement, including the Schedules, may only be varied by written agreement of each Authority.

15. CHARGES AND LIABILITIES

- 15.1 The Service Provider shall be tasked with invoicing each Authority individually for services provided in accordance with the terms of the Service Contract. It shall be the responsibility of each Authority to settle any and all invoices received from the Service Provider. Any disputed invoice shall follow the process detailed in clause 9.2.

- 15.2 The Host Authority shall be entitled to recover all monies and reasonable administrative fees incurred in the event of the Host Authority having to settle any correctly presented unpaid NPT invoices.

- 15.3 The Authorities shall remain solely liable for any losses or liabilities incurred due to their own or their employee's unauthorised actions or omissions.

16. GOVERNING LAW AND JURISDICTION

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales as they apply in Wales and, without affecting the escalation procedure set out in clause 9, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

17. FAIR DEALINGS

- 17.1 The Authorities recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to

be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that if in the course of the performance of this Agreement, unfairness to any of them does or may result then the others shall use their reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

18. COUNTERPARTS

18.1 This Agreement may be executed in two or more counterparts each one of which shall constitute an original but which, when taken together, shall constitute one instrument.

19. FORCE MAJEURE

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

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

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

20. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

20.1 The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

20.2 No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the parties to this Agreement.

20.3 This Clause does not affect any right or remedy of a third party, which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

21. SEVERABILITY

21.1 If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

22. WAIVER

22.1 The rights and remedies of any party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by failure of, or delay by the said party in ascertaining or exercising of any such rights or remedies. The waiver by any party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

23. NOTICES

23.1 All notices under this Agreement shall only be validly given, if given in writing, addressed to the Chief Executive.

23.2 Any notices required to be given under this Agreement must be in writing and may be served by personal delivery, post (special or recorded delivery or first class post) or facsimile at the address set out at the beginning of this Agreement or at such other address as each party may give to the other for the purpose of service of notices under this Agreement.

23.3 Notices shall be deemed to be served at the time when the notice is handed to or left at the address of the party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post) or at 10 a.m. on the next day (not being a Saturday, Sunday or public holiday) following dispatch if sent by facsimile transmission.

23.4 To prove service of any notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery or by first class post. In the case of a notice given by facsimile transmission, it shall be sufficient to show that it was dispatched in a legible and complete form to the correct telephone number without any error message on the confirmation copy of the transmission.

23.5 Any Partner serving a notice on another Partner under this Clause shall promptly copy such notice to the other Partners.

24. EXCLUSION OF PARTNERSHIP AND AGENCY

24.1 The Partners expressly agree that nothing in this Agreement in any way creates a legal partnership between them.

24.2 No Partner or any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Partners, except where expressly permitted by this Agreement.

25 ASSIGNMENT AND SUB AGREEMENTS

25.1 The Partners shall not assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners except where expressly permitted by the Agreement.

Schedule 1 - Information Sharing Protocol

Data Protection Legislation : (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment : an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller , Processor , Data Subject , Personal Data , Personal Data Breach , Data Protection Officer take the meaning given in the GDPR.

Data Loss Event : any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request : a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018 : Data Protection Act 2018

GDPR : the General Data Protection Regulation (Regulation (EU) 2016/679)

LED : Law Enforcement Directive (Directive (EU) 2016/680)

Protective Measures : appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Sub-processor : any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement

1. PROTECTION OF DATA

- 1.1 It is understood by each Authority that there is a great deal of data, much of it sensitive, processed by the teams in each Authority area. As a result of the collaborative working it is likely that, at times, Personal Data may be transferred between Authorities for the benefit of the Project.
- 1.2 This Schedule aims to clarify each Authority's duty when receiving Personal Data from another Authority.
- 1.3 With respect to the Authorities rights and obligations under this Agreement, the Authorities agree that each Authority is the Data Controller in respect of the work undertaken in that area relating to the Integrated Service. And that if such Data is passed to another Authority that Authority will be regarded as the Data Processor.
- 1.4 Each Authority that acts as Processor shall:
- (a) Process the Personal Data only in accordance with instructions from the Data Controller;
 - (b) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Project or as is required by law or any regulatory body;
 - (c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - (d) obtain prior written consent from the Authority in order to transfer the Personal Data to any affiliates for the provision of the Project;
 - (e) ensure that all Employees required to access the Personal Data are informed of the confidential nature of the Personal

Data and comply with the obligations set out in this Schedule;

- (f) ensure that none of the Employees publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Data Controller;
 - (g) notify the Data Controller (within five Working Days), if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data; or
 - (ii) a complaint or request relating to the Authority's obligations under the Data Protection Legislation;
 - (iii) provide the Authority with full co-operation and assistance in relation to any complaint or request made, including by:
 - (iv) providing the Authority with full details of the complaint or request;
 - (v) providing the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and
 - (vi) providing the Authority with any information requested by the Authority.
- 1.5 Each Authority shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this agreement in such a way as to cause any other Authority to breach any of its applicable obligations under the Data Protection Legislation.
- 1.6 Each Authority agrees that if a data subject access request is received then the Authority which is deemed to be Data Controller shall be responsible for all expenses relating to such request.

2. DATA STORAGE

- 2.1 Each Authority shall be responsible for storing their own data in respect of services undertaken in their respective jurisdiction and shall do so in accordance with the Data Protection Legislation. All data relating to the service will be held by the Host Authority in accordance with the provisions of the Data Protection Legislation.

- 2.2 Each Authority shall store any Personal Data received from the other Authority for the duration required to discharge its obligation under this Agreement and shall be returned or destroyed thereafter in accordance with the Data Protection Legislation.

Schedule 2 - Project Board

1. MEMBERSHIP

1.1 The Project Board will be led by the following representatives:

Authority	Position of Representative
Swansea	Director of Social Services
Neath Port Talbot	Director of Social Services

1.2 From the Commencement Date the make-up and operation of the Project Board shall be governed by the Agreement. Each Party shall appoint at least one officer (**Representative**) as set out in the table in 1.1.

1.3 Each Project Board member shall have delegated authority to make decisions, relating only to the Terms of Reference detailed, in Paragraph 3 below, on behalf of the Authorities. Save for those matters which shall be referred back to the Authorities for resolution in accordance with the terms of this Agreement.

1.4 An officer shall cease automatically to be a Representative if he ceases to be an officer of the Authority that he represents at the Project Board.

1.5 For the first year of the Service Provider contract each Authority agrees to pay the following financial contribution to the Service Provider ('Core Funding'):

Swansea	£
Neath Port Talbot	£

Total Cost: £

1.7 The Authorities shall individually be responsible for negotiating the aspects of growth of the Service and the financial contributions of their respective service areas with the Service Provider subject to the particulars of the negotiations being agreed by all Authority members through the Project Board.

1.8 The Project Board may make decisions by electronic agreement of the Representatives of the Project Board only. In such instances, both Authorities must

collectively agree on any decisions made and the Host Authority will be responsible for securing email records of decisions made.

- 1.9 The Host Authority shall take the lead in the monitoring and reviewing the performance of the Service Provider where any performance reviews being undertaken shall be undertaken at the direction of the Project Board or their delegated representatives.

2. MEETINGS AND DECISIONS

- 2.1 The Project Board shall meet as and when necessary but in any event at least quarterly.

- 2.2 Only a Representative may call a meeting of the Project Board.

The Project Board may propose decisions based on Representatives from any two Authorities being present, though any such proposals may only be actioned through an endorsement, in writing, by the third Authority. Only by the collective agreement of all three Authorities may a decision be reached through the Project Board.

- 2.3 No business shall be conducted at any meeting of the Project Board unless a quorum of at least two Authorities are present at the meeting.

- 2.4 Any meetings shall be held within the West Glamorgan region at a location and time determined by the Project Board.

- 2.5 A Representative may appoint an authorised deputy to attend any Project Board meeting on his or her behalf. Where practicable the Project Board should be made aware of such substitution.

- 2.6 Any meeting of the Project Board may be summoned on the giving of not less than 5 working days' notice to all other parties and such meeting must be held within 3 working days following expiration of the notice.

- 2.7 Each Representative (or an authorised representative) will use their best endeavours to reach a consensus which contributes to the success of the Regional Advocacy Service.

- 2.8 Any decision of the Project Board must be passed by a unanimous vote.

- 2.9 Representatives may invite one or more guest officers, including any member of the Operations Board from the Authorities to attend meetings of the Project Board. Guest officers would attend in a non-voting capacity to provide information and expertise when required.

- 2.10 The minutes of the proceedings of every meeting of the Project Board shall be drawn up by the Host Authority. Copies shall be circulated to all those in attendance within 2 weeks of the date of such meeting.

3. TERMS OF REFERENCE

- 3.1 The activities of the Project Board shall include but not be limited to:
- (a) monitoring and reviewing the standards of the Service Provider;
 - (b) resolving any conflicts between competing interests of the Authorities;
 - (c) the contract management of the Service Contract;
 - (d) reviewing the governance arrangement set out by this Agreement;
 - (e) resolving any disputes referred to it via the escalation procedure;
 - (f) communicating major concerns, issues or opportunities relating to the Service.
- 3.2 For the avoidance of doubt, any fundamental matters relating to this Agreement, including but not limited to the following, shall be referred back to each individual Authority for decision or agreement:
- (a) Early termination of the Service Contract
 - (b) Termination of this Agreement
 - (c) Withdrawal by any Authority from this Agreement

Schedule 3– Service Contract

SPECIFICATION OF THE SERVICE TO BE PROVIDED

Scope of Specification

This service specification describes the service requirements for a **Speech and Language Therapy (SALT) Service** in the West Glamorgan unitary authority areas.

1 Introduction and Context

This document sets out the service specification for the provision of an Speech and Language Therapy (SALT) Service (or “the Service”) in the unitary authority areas of Neath Port Talbot and the City and County of Swansea, and is an agreed collaborative arrangement between Neath Port Talbot Council, City and County of Swansea Council and Neath Port Talbot and City and County of Swansea Youth Offending Teams. These commissioners (“the Commissioners”) hereby agree to collaborate and to commission the Service in both unitary authority areas from Swansea Bay University Health Board with City and County of Swansea as lead commissioners. For clarity, the Commissioners have entered into a Collaborative Agreement which underpins this arrangement and strengthens the arrangement in place between the commissioners and Swansea Bay University Health Board (“the Provider”) where the SALT service forms a part.

Commissioners and the Provider hereby agree that the Provider will deliver the Service in accordance with the Health and Care Professions Council (the HCPC) and Swansea Bay University Health Board’s Clinical Governance Framework (the Clinical Governance Framework).

The Service meets the collective aims of supporting children and young people in the West Glamorgan Regional Partnership and the individual strategic plans of Commissioners.

2 Service Aim

Although the main aim of the Agreement is for the SALT Team to offer clinical support to children and young people at Hillside Secure Centre, other support and activity will be commissioned between the Commissioners and the SALT Team at Locations agreed with Commissioners in both unitary authority areas and to support members of the multi-disciplinary team so they may deliver the best outcomes for children and young people commissioned by the collaborative. This support may include but may not be limited to training, offering specialist support to MDT meetings within both local authority areas and making specialist contributions to the care and support plans of children and young people in both unitary authority areas.

3 Service Objectives

- i) To achieve this, Swansea Bay University Health Board will:
 - Supply suitably skilled, qualified and experienced Staff (Speech and Language Therapists) who will deliver support to the Commissioners in a way consistent with the requirements of this Agreement;
 - Supply suitably qualified, registered and experienced speech and language therapists so they may carry out assessments and interventions for children and young people located at Hillside Secure Centre;
 - Supply suitably qualified, registered and experienced speech and language therapists so they may carry out assessments and interventions for children and young people for Swansea and Neath Port Talbot Youth Offending Teams;

- Provide training for staff at Hillside Secure Unit and staff from Swansea Youth Offending Team and Neath Port Talbot Youth Offending Teams;
 - Ensure Staff deliver support in a way that meets the Code of Professional Conduct and to maintain Royal College of Speech and Language Therapy and HCPC Registration;
 - Attend multi-disciplinary team meetings (MDT meetings), case conferences and other meetings agreed between the Commissioners and the SALT Team within Swansea Bay University Health Board, when Commissioners believe SALT Team input is required;
 - Provide reports to the Commissioners, as required including quarterly reports to the individual Commissioners on the teams activity against the Agreement for the previous quarter;
 - Provide the continuity of the Service by making preparations for contingency planning should Staff go on sick, holidays etc;
- ii) Swansea Bay University Health Board will:
- Provide the resources required to the SALT Team so they may deliver the Service commissioned in accordance with this Agreement:
 - To review the effectiveness of the SALT Team and to ensure they deliver the Service within the required framework of governance;
 - Provide clinical supervision and ensuring Staff are competent to deliver support;
 - Undertake annual Individual Performance and Appraisal Reviews so that Staff are best able to improve;
- iii) For payment to be made, the agreed activity levels agreed are:
- The SALT Team will provide **4 sessions** per week on site at times and days agreed with Hillside Secure Centre;
 - The SALT Team will provide **7 sessions** per week to Neath Port Talbot Youth Offending Team at times and days agreed with Neath Port Talbot YOT;
 - The SALT Team will provide **7 sessions** per week to Swansea Youth Offending Team at times and days agreed with Swansea YOT;

Where it is agreed a session would be at least **x hours** of duration and would be arranged according to the demands required of Commissioners by children and young people.

- iv) Commissioners have on an individual basis agreed to:
- Provide the resources in accordance with the requirements of this Agreement so that Swansea Bay University Health Board's SALT Team can fulfil their duties under this Agreement;
 - Make available children and young people who could benefit from interventions from the SALT Team;
 - On receipt of invoice, pay Swansea Bay University Health Board in a way consistent with the requirements of this Agreement;

4 Payment

4.1 The Commissioners will pay the Provider a base 'block' payment of **£******* on a monthly basis, in arrears on the production of a valid invoice and supporting documentation, which shall be paid by issuing invoices per quarter to the nominated contacts in the following organisations:

- Neath Port Talbot Council;
- Neath Port Talbot Youth Offending Team;
- Swansea Youth Offending Team

Eligible claims will include the eligible block figure from below and any mileage which shall be chargeable at a rate of **£0.xx** a mile, and other eligible and agreed expenses.

It has been agreed the above partners shall make the following annual contributions:

- Neath Port Talbot Council - £26,500.00 (for Hillside)
- Neath Port Talbot Youth Offending Team - £46,280.00
- Swansea Youth Offending Team - £46,280.00

Yearly Contract Value: **£119,060.00**

Plus eligible mileage and agreed expenses.

- 4.2 The Provider will be required to have appropriate processes in place that can track the Sessions delivered, the dates, where they were delivered and the children and young people who attended, including any 'did not attends'. The SALT Team must also keep sufficiently adequate records of the interventions undertaken, and progress made for any child or young person referred to the Service.
- 5.3 In order to process payment, the Provider will send a quarterly supporting information and an invoice to the agreed persons in each of the Commissioner organisations. Any monitoring information should also be included in accordance with Section 12.
- 4.4 For the avoidance of doubt the funding agreed in 4.1, above shall remain fixed, without change, for the duration of the Agreement though it's recognised that there will be some additional payments for approved mileage and expenses.
- 4.5 The Commissioners, individually, will make payments to the Provider on a monthly basis in arrears. Payment will be made only on condition that quarterly reports are submitted in accordance with the Section 12 of this Service Specification. To ensure prompt payment, invoices and supporting evidence must be received by the Commissioners in accordance with Condition 4.4 (above) no later than 15 Working Days prior to the agreed payment date.
- 4.6 Should Swansea Bay University Health Board require Hillside Secure Centre or the YOT Teams of either authority to supply any equipment, then the SALT Team will be required to notify the appropriate organisation sufficiently in advance so the Commissioners may purchase the equipment within reasonably sufficient time.
- 4.7 Should the Provider not undertake it's duties in accordance with the requirements of this Condition 4 then there may be a delay by one or more of the Commissioners in paying the Provider. It's agreed by all parties that any over or underpayments made by either of the parties will be adjusted from the next invoice submitted.

5 Target Group and Eligibility

The Service will be appropriate for:

- Children and young people who are under 18 years of age and residing at Hillside Secure Centre who it is felt could benefit from the interventions from the SALT Team;
- Children and young people who are under 18 years of age and made available by Swansea and Neath Port Talbot Youth Offending Teams who it is felt could benefit from support from the SALT Team.

6 Service Delivery

Swansea Bay University Health Board's Speech and Language Therapy Team will support children and young people referred to them by the Commissioners who arrange support to children and young people who could benefit from interventions from the Team. The key elements of the Service are:

Speech and Language Therapy Assessments

- i) The Provider will undertake specialist assessments at a frequency and duration agreed with individual Commissioner organisations, at the Locations agreed.
- ii) The Provider will ensure that assessments are undertaken by Staff in line with clinical best practice.
- iii) The Provider will make available the outcomes of their specialised speech and language therapy assessments with other clinicians, staff from the Commissioners who are authorised to receive, and the multi- disciplinary teams (MDT Teams) brought together to support children and young people with their needs.
- iii) The Provider will support professionals to make decisions according to best practice and to provide specialist recommendations for interventions and support programmes for implementation by other professionals, and to offer direct therapy, when appropriate in line with best practice.
- iv) To regularly monitor progress with interventions as frequently as agreed so that the child or young person achieves their outcomes.

Speech and Language Therapy Sessions

- v) The Provider will deliver therapy sessions at Hillside Secure Centre and to children and young people supplied by the other Commissioners to the frequency and duration agreed by those Commissioners (see Condition 3 iii).
- vi) The Provider will make sure that only qualified Staff are used for the delivery of the Sessions and they deliver each Session in line with clinical best practice and the requirements of this Agreement.

Training

- vii) The Provider will train and mentor staff from Hillside Secure Unit, and both YOT Teams in the delivery of the speech and language therapy element of the child or young person's care and support plan.

- viii) The Provider will undertake formal training sessions for staff from Hillside Secure Centre and both Neath and Swansea YOT Teams so they may develop their knowledge and skills to recognise and support the speech, language and communication needs of children and young people.

Support Planning

- ix) The Provider will offer specialist speech and language support to the Commissioners so they may contribute to the speech and language elements of any care planning documentation drawn up with either the Commissioners or through the Multi-Disciplinary Team.
- x) The Provider will form a part of and offer guidance to the Multi-Disciplinary Teams who meet up from time to time around meeting the needs of children and young people.
- xi) Update case management systems, as required.

The above elements **must be** delivered according to clinical best practice highlighted in Condition 8 of this Service Specification (see below).

7 Frequency and Timing

The Provider will make its Staff available to the Commissioners at times and at the durations agreed for the sessions agreed in Condition 3 iii) of this Service Specification and any other times when training, MDT support and other activity is required from Commissioners as part of this Agreement. These individual arrangements will be agreed between the individual Commissioners and the SALT Team throughout the year.

8 Quality of Service

- 8.1 The Provider shall ensure that it delivers the Service fully in accordance with the Health and Care Professions Council (the HCPC) and Swansea Bay University Health Board's Clinical Governance Framework (the Clinical Governance Framework).
- 8.2 Ensure Staff deliver support in a way that meets the Code of Professional Conduct and to maintain act in a way that maintains Royal College of Speech and Language Therapy and HCPC Registration
- 8.3 The Provider will at all times operate a Lone Worker Policy and which is delivered according to best practice and serves to keep Staff safe at all times when working alone with individuals.
- 8.4 As a key regional partner, the Provider shall ensure that it has in place major incident procedures and a business continuity plan and to further ensure the Provider fully engages in local planning for responding to a major incident or disease or virus outbreak as appropriate.
- 8.5 The Provider shall submit a Service Improvement Plan to the Commissioners when required, which aims to identify and plan improvements in the way the Service is delivered. The Plan will be in SMART (Specific Measureable, Achievable, Realistic and Time-bound format) and include how it will make the changes so the Provider can continue to deliver in accordance with the requirement of this Contract.

- 8.7 The Provider must act in an open, honest and transparent way with individuals, children and young people, the service Commissioners and others.
- 8.8 The Provider will ensure that all policies and procedures are regularly reviewed in terms of their compliance with current legislation and the effect on Service Users who require support.
- 8.9 The Provider will ensure that all operational documents and promotional materials relating to the Service are, on request, produced in a range of formats and languages that is accessible to individuals, Service Users and their communication needs. The Provider shall issue a copy of these documents to those who access the Service and keep records that confirm this activity for inspection.
- 8.10 For the avoidance of doubt, the Provider will make available all documentation, including records, financial documentation and all other records in relation to the Service to authorised officers of the Commissioners upon request.
- 8.11 The Service will be fully compliant with the Welsh Language (Wales) Measure, implement a Welsh Language Active Offer scheme or there will be a service improvement plan in place to help support compliance.
- 8.12 The Provider will deliver the Service fully in accordance with the requirements of this Agreement or Condition 8.13 below shall apply.
- 8.13 The Provider shall submit a service development plan within 7 days should the Commissioners offer written notification to the Provider of a failure to meet the requirements of the Agreement. Such a plan should be written in a SMART format (Specific, Measurable, Achievable, Realistic and Time bound) and shall contain realistic and achievable timescales for making the changes necessary to meet the requirements of this Agreement. For the avoidance of doubt, the Provider is solely responsible for implementing the changes necessary on its part so as to meet the requirements of the Agreement.
- 8.14 The Service Provider must ensure there are adequate internal systems in place. This should include an approved quality assurance system in order to review and assess the quality and effectiveness of the service provided under this Agreement relative to the standards required of it under this Agreement. Should there be an identified shortfall in the performance of the Provider then the terms of Condition 8.13 above shall apply.

9 Staffing

It's recognised that the Provider is a Welsh Health Board with clear and stringent governance for staff in place. Nonetheless insofar as this Agreement is concerned, for the avoidance of doubt:

- 9.1 The Provider will ensure that Staff who are employed in the Service are appropriately trained, including specialised clinical training, relative to the requirements of the type of Service being delivered. Staff from the SALT Team are Staff that should be clinical professionals, are sufficiently trained and qualified to deliver support to the range of children and young people, many with specialised needs, for example, those with mental health needs, may have a learning disability, be physically disabled etc.

- 9.2 Those Staff members who directly support children and young people on a one to one basis are required to have, and continue to maintain, the relevant professional qualification and registration with the appropriate regulatory bodies.
- 9.3 The Provider shall ensure that, within 7 days of commencing their employment with the Provider, all new Staff commence induction training in accordance with Swansea Bay University Health Boards standard induction processes and will include specialist induction from the SALT Team. The Provider will ensure that such induction is completed within a reasonable timescale thereafter and that a review procedure for assessing and identifying Staff competence is implemented thereafter to improve the way in which Staff deliver the Service.
- 9.4 The Provider shall ensure that a training needs analysis is undertaken for each new member of Staff which shall be incorporated into a staff training and development plan. The Provider will ensure that refresher training is identified at least annually and incorporated into a Staff development and training programme.
- 9.5 All Staff receive adult Safeguarding training at a level appropriate to their role, grade or responsibility, within six (6) months of commencing employment, and training is renewed at the most within a period of three (3) years between courses. The management of training/retraining must be undertaken in a way which allows training to be updated and planned ahead so that it fully meets the requirements of the Agreement – an example of this would be the use of a Training Needs Analysis exercise through what is commonly referred to as a ‘Training Matrix’ approach.
- 9.6 Where appropriate, the Provider shall ensure that Staff are afforded mandatory training in (where applicable) Safeguarding (at an appropriate level), Data Security and Confidentiality and any other training, including professional clinical training appropriate to the various roles of Staff in accordance with best practice.
- 9.7 The Provider shall ensure that a regular one to one supervision is undertaken between competent supervisors and Staff members to an agreed frequency. The supervision session will include discussions on staff competency and any feedback so that the standards of delivery of the Service by staff members can be improved.
- 9.9 The Provider shall ensure its Staff act in accordance with the highest standards of probity and transparency, for example Staff do not accept any gift or gratuity, including bequests, except where the gift is a token only, small in value, and refusal to accept is likely to cause offence. All cases of acceptance of such gifts must be declared to the Commissioners. The Provider shall be expected to have included in its disciplinary procedures provision for the dismissal of Staff contravening this sub-Condition.
- 9.10 The Provider shall ensure its Staff must not knowingly be the beneficiaries of any child or young person or friends of family, use contact with them for private gain, witness legal documentation on behalf of Service Users or their friends or family.
- 9.11 The Provider shall ensure that its Staff perform their duties in an orderly and caring manner as may reasonably be practicable having due regard to the nature of the duties being performed by them and shall ensure that its Staff are aware of and comply with the contents of the Agreement where applicable to them.

- 9.12 The Provider shall employ or cause to be employed in the performance of the Service only such persons who are medically fit appropriate to their specific responsibilities and duties and who are careful and competent in the execution of their duties and either appropriately trained and skilled in their professions and vocations or in the case of trainees properly supervised. The Provider shall not employ in the provision of the Service under this Agreement any person who within the context of the Provider's disciplinary procedures commits misconduct which warrants the invoking of the said disciplinary procedures or is incompetent or negligent in the performance of his duties or persists in any conduct which the Commissioners considers is prejudicial to the health, safety or general well-being of any individual. In such instances, the Provider shall not re-employ such Staff in the provision of the Service without the consent of the Commissioners (which shall not be unreasonably withheld or delayed).
- 9.13 The Provider must administer a recruitment and selection policy and procedure which is followed for all Staff which:-
- complies with all relevant employment legislation and contains an equal opportunities policy with regard to employment;
 - requires each job candidate to complete an application form;
 - ensures references are obtained from the organisation they were most recently employed;

 - ensures that two forms of identity are obtained - valid forms of ID include but may not be limited to:
 - i) UK Valid Passport;
 - ii) Photo Driving Licence;
 - iii) Birth Certificate;
 - iv) Bank Statement;
 - ensures that prospective Staff are legally able to work in the United Kingdom
 - ensures that necessary policies are in place to ensure that individuals who are unsuitable are not employed or used in the Service(s);
 - ensures Staff are provided with clear written job descriptions, Agreements of employment and information on disciplinary and grievance procedures;
 - ensures all newly appointed Staff are provided with relevant induction training covering the policies, procedures and codes of conduct of the Service which they will be expected to follow;
 - undertaken and managed in accordance with the requirements of the Safeguarding Vulnerable Groups Act 2006.
- 9.14 The Provider must instruct all Staff that, at all times that they shall show respect towards all individuals, children and young people and towards those members of the public with whom they have contact.
- 9.15 The Commissioners may, by written notice to the Provider, refuse to admit onto, or withdraw permission to remain at the Locations:
- any member of Staff, or
 - any persons employed or engaged by any member of Staff whose admission or continued presence would, in the reasonable opinion of the Commissioners, be undesirable;

- The Provider shall ensure that minimal reliance is placed on Bank or Agency cover to maintain staffing levels;
- 9.16 The Provider will ensure that all Managers of the Service are suitably experienced and/or qualified in order to effectively run the Service. If applicable, it is expected that the Manager responsible for overall day to day management of the Service will hold an appropriate professional and clinical qualification in accordance with the guidelines of any applicable regulatory body, and if not, a recognised equivalent qualification and an appropriate management qualification;
- 9.17 The Commissioners shall not be liable to the Provider or to any Staff of the Provider in respect of any claims proceedings loss or damages whatsoever arising as a result of or in connection with the removal of any employee and the Provider shall indemnify and keep the Commissioners indemnified against any such claims proceedings loss or damages as may be occasioned in connection with such Staff.
- 9.18 The Provider must ensure Staff keep confidential any information obtained in connection with this Agreement. Staff must take all reasonable steps to ensure that Staff do not divulge such information to any third party without the previous consent of the Commissioners except as may be required by law.

10 Disclosure and Barring

- 10.1 The Commissioners recognise that performance of the Agreement will require some Staff to work on duties involving access to vulnerable people or other members of the public towards whom the Commissioners owe a special duty of care (hereinafter referred to "**Access Duties**"). Access Duties shall include for the purpose of this Agreement all duties involving direct and indirect contact with vulnerable people including administrative tasks involving access to confidential information.
- 10.2 The Provider shall ensure that no Staff shall carry out Access Duties under the Agreement unless and until:
- The Provider has checked with the Disclosure and Barring Service that the person is not barred from working with Vulnerable People;
 - The person has applied for and obtained a new Enhanced certificate from the Disclosure and Barring ("**DBS**") Service prior to the person commencing the performance of Access Duties;
 - The Provider has considered the Enhanced Disclosure certificate and deemed that the person is suitable for performing such duties (undertaking any risk assessment as required as a result of material information being disclosed); and
 - The person has given the Provider their written consent to complying with the terms of this sub-Condition;
 - The Provider will ensure that it obtains at least two written references pertaining to the persons' suitability for undertaking access duties, one of which must be from the immediate previous employer;
 - The Provider has checked any gaps in the person's employment history which must be obtained during the job application process.
- 10.3 The Provider shall:
- Ensure that any person awaiting the results of a DBS disclosure shall not have any unsupervised direct or indirect contact with children and young people or any access to confidential information (or any contact whatsoever if this is a

requirement of relevant Regulations including but not limited to appropriate regulations as they would apply to Wales.

- Ensure that prospective and existing Staff are aware that their post in the care sector is exempt from the provisions of the Rehabilitation of Offenders Act 1974 and they have a duty to disclose any offences committed prior to or during the lifetime of the DBS disclosure certificate;
- Inform the Authorised Officer of any material information revealed on a certificate obtained;
- On request, supply to the Authorised Officer a copy of any certificate so obtained and/or risk assessment recorded.
- Unless indicated otherwise in the Specification or at any time in writing by the Authorised Officer, the certificate referred to under this Condition 10 shall be an enhanced certificate and the certificate shall not be transferable between different Providers and the certificate must be renewed every 3 years following receipt of the first DBS certificate.
- The Authorised Officer may at any time require the Provider to ensure that the steps specified in Condition b are repeated in respect of any or all persons performing access duties under the Agreement.
- Any person whom the Authorised Officer deems to be unsuitable, either as a result of the certificate or by virtue of unreasonable lack of co-operation in ensuring compliance with this Condition or for any other reason (including Child and Adult Protection matters) shall immediately be removed and replaced. The right contained within this sub-Condition shall not be exercised arbitrarily, vexatiously or capriciously by the Authorised Officer.
- Any such individual removed will be replaced promptly by the Provider with a properly qualified replacement, in such time as to meet the needs of the Service and which is acceptable to the Authorised Officer, and at no extra cost to the Agreement. The Commissioners shall in no circumstances be liable to the Provider in respect of any such removal or ensuing disciplinary action and the Provider shall fully and promptly indemnify the Commissioners against any claim made by such Staff.

10.4 The Provider shall ensure that it fulfils its obligations under the Safeguarding Vulnerable Groups Act 2006 for providing relevant information about people who are deemed unsuitable to undertake access duties. In fulfilling its obligations under this Act the Provider may be required to refer persons to the Disclosure and Barring Service to be considered for barring from working with Vulnerable People.

11 Safeguarding

11.1 In relation to the safeguarding of children and young people, their friends and family members, the Provider shall ensure the following when providing support to children and young people:

11.2 Staff immediately inform Swansea Council and Neath Council's appropriate Safeguarding Teams (where appropriate), and the child or young person's Care Coordinator if they have a reason to believe that a child or young person or adult or any other vulnerable person is at risk either through self-neglect, or as a result of behaviour or lifestyle, or because of the actions or behaviours of others. In addition, the Provider shall ensure that all Staff are aware that they have a "duty" to report

allegations, disclosures or alerts and to raise concerns they have directly with the relevant authority, if required. Furthermore, the Provider shall ensure that that these disclosure(s) shall not be held against them by the Provider, and Staff shall be informed of the contact point in Swansea and Neath Port Talbot Councils for raising such concerns.

11.3 In relation to safeguarding, the Provider should be mindful that it has an overriding duty to recruit Staff in a way that safeguards young people, their friends and families and to ensure that Staff and volunteers are always safeguarded by safe practice.

11.4 In relation to the issue of safeguarding, the Provider has a duty to have the following in place:

- ‘Safe’ policies and procedures on recruiting appropriate Staff;
- Adult and child protection procedures that are consistent with the agreed protocols for both local authorities;
- Training for Staff that is orientated towards safeguarding adults and children;
- Operational policies and procedures that will establish the standards and quality of practice that is required in accordance with the Agreement;
- An appropriate Whistle Blowing Policy;
- Disciplinary Procedures that are consistent with the Agreement and wider guidance and best practice.

11.5 The Provider must have policies and procedures in place that is fully consistent with the local authorities Corporate Safeguarding Policy or amendments thereof, such policies and procedures will require Staff to report issues in relation to conduct that may pose a risk to vulnerable adults, children or young people, where these issues may relate to either their own circumstance or the circumstances in relation to others, including work colleagues. When notified, it is clear that the Provider will have a statutory duty to immediately carry out a risk assessment and to promptly share information with the local authorities Safeguarding Team so that guidance may be obtained. Should the Provider be unsure of whether the person identified poses a ‘risk’, then it must seek guidance from the Council’s Safeguarding Teams in relation to how this should be taken forward.

11.6 Any risk assessments undertaken must include whether the Staff member is a volunteer or staff member of another service, provider or organisation, and additionally must consider:

- whether the Staff member involved is also caring for a relative or friend who is an adult who may be at risk;
- whether the Staff member involved is also caring for a child or young person and the information represents a risk of significant harm to a child;
- whether the Staff member is also employed or volunteering with children or adults who may be at risk;
- whether the Staff member has committed a criminal offence;

11.7 In relation to taking forward any agreed actions, the Provider must make available to the Commissioners any information, documentation and allow access to appropriate Staff so that the Commissioners may have a clear view of how the Provider has taken forward any agreed actions.

11.8 Safeguarding Adults at Risk

In relation to safeguarding adults, the Provider must –

- comply with the Part 7, Social Services and Wellbeing (Wales) Act 2014 (or any amendments thereafter) http://www.legislation.gov.uk/anaw/2014/4/pdfs/anaw_20140004_en.pdf where allegations of abuse or neglect towards a vulnerable adult are made against a member of the Provider's Staff or where the Provider suspects a member of Staff or Host of being guilty of abusing an adult or their friends and family members. In either such case the Provider shall follow the above Legislation and Policies and Procedures, and to support this, the Provider may obtain a copy of the document from the Commissioners on request
- place paramount importance to and have in place adult protection procedures and policies that are consistent with relevant legislation above and appropriate national guidance.
- ensure that procedures are revised annually to ensure that all recommendations from the West Glamorgan Safeguarding Adults Board are accounted for.
- ensure all Staff are trained and made aware of adult protection procedures/policies at the appropriate level to their position, and correctly follow said procedures.
- ensure that all Staff shall comply with the Mental Capacity Act (MCA) 2005 (as amended and updated from time to time), The Provider's processes shall incorporate consideration of whether a person continues to have capacity to consent to the Service and Scheme which are to be provided and whether their actions are likely to result in a breach of their Human Rights. The Provider's shall ensure that all Staff shall receive training on MCA for the duration of the Agreement.
- have in place throughout the Agreement Period MCA policies and procedures to ensure that all Staff understand and comply with their duties and responsibilities under the MCA 2005.
- shall ensure that all Staff will be aware of the conditions under which to instruct and consult the statutory advocacy service, Independent Mental Capacity Advocacy (IMCA) service, under MCA. All Staff shall understand the role of the Advocate and IMCA
- where there are recommendations made to the Provider following from the Adult at Risk referral/assessment process, the Provider must implement those changes in full to ensure the rights of Individual(s) are fully met.

11.9 Safeguarding Children

In relation to safeguarding children, the Provider must –

- comply with the Part 7, Social Services and Wellbeing (Wales) Act 2014 (or any amendments thereafter) http://www.legislation.gov.uk/anaw/2014/4/pdfs/anaw_20140004_en.pdf where

allegations of abuse or neglect towards a child are made against a member of the Provider's Staff or where the Provider suspects a member of Staff of being guilty of abusing an Individual or their friends and family members. In either such case the Provider shall follow the above Legislation and Policies and Procedures, and to support this, the Provider may obtain a copy of the document from the Commissioners on request;

- place paramount importance to and have in place child protection procedures and policies that are consistent with relevant legislation, see xvii (above) and appropriate national guidance.
- ensure that procedures are revised annually to ensure that all recommendations from the West Glamorgan Safeguarding Children's Board are accounted for.
- ensure all Staff are trained and made aware of child protection procedures and policies at the appropriate level to their position, and correctly follow said procedures.
- ensure Staff who deliver support to under 18 year olds are alerted to their duty where either an Individual informs the Staff member or Host that an act of Female Genital Mutilation (FGM), however described, has been carried out on her, or where the Staff member or Host observes physical signs on an child or young person appearing to show that an act of FGM has been carried out and the Staff member or Host has no reason to believe that the act was, or was part of, a surgical operation. In such eventuality the Staff member or Host and consequently the Provider has a statutory duty to alert the Commissioners so that such concerns may be appropriately taken forward.

In relation to children who are 16 years and over –

- The Provider shall ensure that all Staff shall comply with the Mental Capacity Act (MCA) 2005 (as amended and updated from time to time), the Provider's processes shall incorporate consideration of whether a person has capacity to consent to the Service which are to be provided and whether their actions are likely to result in a breach of their Human Rights. The Provider's shall ensure that all Staff shall receive training on MCA for the duration of the Agreement.
- The Provider shall have in place throughout the Agreement Period MCA policies and procedures to ensure that all Staff understand and comply with their duties and responsibilities under the MCA 2005.
- The Provider shall ensure that all Staff will be aware of the conditions under which to instruct and consult the statutory advocacy service, Independent Mental Capacity Advocacy (IMCA) service, under MCA. All Staff shall understand the role of the Advocate and IMCA.
- Where there are recommendations made to the Provider following from the child at risk referral/assessment process, the Provider must implement those changes in full to ensure the rights of Individual(s) are fully met.

12 Service Wide Outcomes

Outcomes

In accordance with the terms of this Agreement, the Provider hereby agrees to supply the following:

Quantitative and Qualitative Measures required quarterly

The Provider will be required to submit to the Council on a **quarterly basis** the following information:

- Number of SALT sessions previously held with children and young people residing at Hillside Secure Unit (to be forwarded to Hillside Secure Unit);
- Number of SALT sessions previously held with children and young people from Swansea and Neath Port Talbot's Youth Offending Teams (to be forwarded to the respective teams);
- Number and dates of SALT sessions cancelled, giving reason;
- Number of Assessment sessions undertaken with children and young people residing at Hillside Secure Unit (to be forwarded, as appropriate);
- Number of Assessment sessions undertaken with Swansea and Neath Port Talbot Youth Offending Teams (to be forwarded, as appropriate);
- Numbers of Assessments resulting in further referrals;
- Numbers and locations of training sessions and workshops held with Commissioners, and others;

The Commissioners in agreement with the Provider may add or in any way amend the above list previously agreed.

Should performance deviate from the anticipated levels or standards, then in accordance with the particulars of this Agreement the Council may formally review the Agreement and jointly agree any corrective action to be taken.

The Provider shall ensure that all routine monitoring information must be completely anonymised, although the Commissioners reserve the right to request more detailed information if necessary and view unedited records.

Quantitative and Qualitative Measures required annually

The Provider shall submit to the nominated contact within the Council the following –

- i) An accumulation of the quarterly monitoring information (see above). Note, there may be additional reporting requirements as part of the terms and conditions, and the Commissioners may require the Provider to furnish other information in accordance this Agreement.

This Agreement has been entered into on the date stated at the beginning of it.

THE COMMON SEAL of THE CITY AND)
COUNTY OF SWANSEA COUNCIL was)
hereunto affixed in the presence of:-)

Authorised Officer:

THE COMMON SEAL of NEATH PORT)
TALBOT COUNCIL was)
hereunto affixed in the presence of:-)

Proper Officer

Mae'r dudalen hon yn fwriadol wag

Impact Assessment - First Stage

1. Details of the initiative

Initiative description and summary: Inter-Agency (Collaborative) Agreement Relating to the Provision of a Regional Speech And Language Therapy Service: To request that the Head of Children and Young People Services be granted delegated authority to agree the final terms of an Inter-Agency Agreement (“IAA”) with the City and County of Swansea (“CCoS”), for the delivery of a regional speech and language therapy (“SALT”) service, and accordingly enter into the IAA with CCoS.

Service Area: Children and Young People Services

Directorate: Social Services Health and Housing

2. Does the initiative affect:

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

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

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age	x				H	The service will be provided to children and young people residing in Hillside Secure Children’s Home or involved within the Youth Justice and Early Intervention Service. As such, this proposal will have a high impact on people with a protected characteristic by virtue of their age.

					<p>The proposal does not plan to change the services that are already offered to people eligible for the service. The proposal builds on current services and increases availability of service. In addition, entering into a new agreement with Swansea Bay University Health Board (current provider) will ensure that these vital services continue to be delivered.</p> <p>Purchasing this service will not impact on other available services for people not included in the intended cohort and as such will not cause a negative impact on people from other age ranges.</p> <p>As such, this proposal has a positive or neutral impact on people that have a protected characteristic by virtue of their age.</p>
Disability			x		<p>The proposal does not plan to change the services that are already offered to people eligible for the service. The proposal builds on current services and increases availability of service. In addition, entering into a new agreement with Swansea Bay University Health Board (current provider) will ensure that these vital services continue to be delivered.</p> <p>The service will be available to all children and young people residing in Hillside Secure Children’s Home or involved within the Youth Justice and Early Intervention Service that require SALT intervention. Those with a disability will have equal access to the service and the service will take into account any additional SALT requirements due to the child/young person’s disability.</p>

						It is not anticipated that the proposal would have an impact on a young person due to their disability.
Gender Reassignment			x			<p>The proposal does not plan to change the services that are already offered to people eligible for the service. The proposal builds on current services and increases availability of service. In addition, entering into a new agreement with Swansea Bay University Health Board (current provider) will ensure that these vital services continue to be delivered.</p> <p>The service will be available to all children and young people residing in Hillside Secure Children's Home or involved within the Youth Justice and Early Intervention Service that require SALT intervention. Those with gender identity requirements will have equal access to the service and the service will take into account any additional SALT requirements due to the child/young person's gender identity.</p> <p>It is not anticipated that the proposal would have an impact on a young person due to their gender identity.</p>
Marriage/Civil Partnership		x				<p>The proposal does not plan to change the services that are already offered to people eligible for the service. The proposal builds on current services and increases availability of service. In addition entering into a new agreement with Swansea Bay University Health Board (current provider) will ensure that these vital services continue to be delivered.</p> <p>The service will be available to all children and young people residing in Hillside Secure Children's Home or involved within the Youth Justice and Early Intervention</p>

					<p>Service that require SALT intervention. Those that are married/in a civil partnership will have equal access to the service if it is identified that they require SALT intervention.</p> <p>It is not anticipated that the proposal would have an impact on a young person due to their marriage/civil partnership.</p>
Pregnancy/Maternity		x			<p>The proposal does not plan to change the services that are already offered to people eligible for the service. The proposal builds on current services and increases availability of service. In addition entering into a new agreement with Swansea Bay University Health Board (current provider) will ensure that these vital services continue to be delivered.</p> <p>The service will be available to all children and young people residing in Hillside Secure Children’s Home or involved within the Youth Justice and Early Intervention Service that require SALT intervention. Although some children/young people may be parents or pregnant, this will not impact on their ability to access the service.</p> <p>It is not anticipated that the proposal would impact on a child/young person due to their pregnancy maternity status.</p>
Race			x		<p>The proposal does not plan to change the services that are already offered to people eligible for the service. The proposal builds on current services and increases availability of service. In addition entering into a new agreement with Swansea Bay University Health Board (current provider) will ensure that these vital services continue to be delivered.</p>

					<p>The service will be available to all children and young people residing in Hillside Secure Children’s Home or involved within the Youth Justice and Early Intervention Service that require SALT intervention. Children and young people residing in Hillside Secure Children’s Home or involved within the Youth Justice and Early Intervention Service will come from a range of ethnic backgrounds. The service will take into account any additional SALT requirements due to the child/young person’s race.</p> <p>It is not anticipated that the proposal would have an impact on a young person due to their race.</p>
Religion/Belief		x			<p>The proposal does not plan to change the services that are already offered to people eligible for the service. The proposal builds on current services and increases availability of service. In addition entering into a new agreement with Swansea Bay University Health Board (current provider) will ensure that these vital services continue to be delivered.</p> <p>The service will be available to all children and young people residing in Hillside Secure Children’s Home or involved within the Youth Justice and Early Intervention Service that require SALT intervention. A person’s religion will not impact on their ability to access the service. Delivery of the service will be sensitive to any requirements associated with a person following their religion/belief, for example ensuring the timing of appointments is not in conflict with required times for worship.</p> <p>It is not anticipated that the proposal would have an impact on a young person due to their religion/belief.</p>

Sex		x			<p>The proposal does not plan to change the services that are already offered to people eligible for the service. The proposal builds on current services and increases availability of service. In addition entering into a new agreement with Swansea Bay University Health Board (current provider) will ensure that these vital services continue to be delivered.</p> <p>The service will be available to all children and young people residing in Hillside Secure Children's Home or involved within the Youth Justice and Early Intervention Service that require SALT intervention.</p> <p>There is no evidence to suggest that one gender may be more impacted than the other through the implementation of this proposal.</p>
Sexual orientation		x			<p>The proposal does not plan to change the services that are already offered to people eligible for the service. The proposal builds on current services and increases availability of service. In addition entering into a new agreement with Swansea Bay University Health Board (current provider) will ensure that these vital services continue to be delivered.</p> <p>The service will be available to all children and young people residing in Hillside Secure Children's Home or involved within the Youth Justice and Early Intervention Service that require SALT intervention. Children and young people will have equal access to the service regardless of their sexual orientation.</p> <p>It is not anticipated that the proposal would have an impact on a young person due to their sexual orientation.</p>

4. Does the initiative impact on:

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
People's opportunities to use the Welsh language			x			The service will continue to be delivered in a person's chosen first language.
Treating the Welsh language no less favourably than English			x			The service will continue to be delivered in a person's chosen first language.

5. Does the initiative impact on biodiversity:

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

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

Tudalen104

	Yes	No	Details
Long term - how the initiative supports the long term well-being of people	x		The proposal will offer a more responsive and sustainable service to meet demands. These services help children and young people with speech and/or language difficulties understand the processes they are subject to as well as communicate and interact proficiently with a wide range of individuals.
Integration - how the initiative impacts upon our wellbeing objectives	x		The proposal works across health, social care and youth justice in order to support children and young people in a more flexible and sustainable way. These services help children and young people with speech and/or language difficulties understand the processes they are subject to as well as communicate and interact proficiently with a wide range of individuals.
Involvement - how people have been involved in developing the initiative	x		A multi-agency approach has been taken in developing this proposal.
Collaboration - how we have worked with other services/organisations to find shared sustainable solutions	x		This proposal enables regional working to deliver a more sustainable and flexible model.
Prevention - how the initiative will prevent problems occurring or getting worse	x		These services help children and young people with speech and/or language difficulties understand the processes they are subject to as well as communicate and interact proficiently with a wide range of individuals.

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

A full impact assessment (second stage) is not required	x
Reasons for this conclusion	
<p>The proposal does not look to change current services, the aim of the proposal is to ensure that there is continuity of provision and put in place a process to maximise available resources to increase sustainability and capacity.</p> <p>The impact assessment identified that the proposal has either a positive, neutral or no impact on people due to their protected characteristics.</p> <p>The impact assessment identified that the proposal will have a neutral impact on a person's ability to use Welsh as the service will continue to be delivered in a person's chosen first language.</p> <p>Biodiversity impacts are not applicable to this proposal.</p> <p>The proposal embraces the 5 ways of working.</p>	

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

Tudalen 105

	Name	Position	Signature	Date
Completed by	Chele Howard	PO Commissioning	CZHoward	18/09/19
Signed off by	K Warren	Head of Service	K.Warren	18.09.19

Tudalen106

Document is Restricted

Mae'r dudalen hon yn fwriadol wag

Document is Restricted

Mae'r dudalen hon yn fwriadol wag

Document is Restricted

Mae'r dudalen hon yn fwriadol wag

Document is Restricted

Mae'r dudalen hon yn fwriadol wag

Document is Restricted

Mae'r dudalen hon yn fwriadol wag