

**CHILDREN, YOUNG PEOPLE AND EDUCATION
CABINET BOARD / SCRUTINY COMMITTEE**

30th JUNE 2016

**REPORT OF THE HEAD OF CHILDREN AND
YOUNG PEOPLE SERVICES
- A. JARRETT**

SECTION A – MATTER FOR DECISION

WARDS AFFECTED: ALL

INTEGRATED FAMILY SUPPORT SERVICE (WESTERN BAY)

Purpose of Report

The purpose of this report is to seek Member approval to enter into a collaborative arrangement with the City and County of Swansea and Bridgend County Borough Council in relation to the finance and governance arrangements for the Western Bay Integrated Family Support Service.

Executive Summary

This report seeks Member's approval to enter into a Western Bay collaborative arrangement for Integrated Family Support Services (IFSS). IFSS is a Welsh Government programme which focusses on families where parents have a substance misuse problem that affects the welfare of their children. The Western Bay collaborative arrangement for IFSS is between the City and County of Swansea, Bridgend County Borough Council and Neath Port Talbot Council and has been operational since April 2013.

Background

The IFSS programme is focused on supporting families with complex needs, where a child/children can be at risk as a result of parental substance misuse problems. The Integrated Family Support Team (IFST) is a multiagency team which is intended to both deliver interventions to some of the most vulnerable and high risk families and support the development of a highly skilled workforce. The team is employed by the

local authority and reports to a board which comprises of a range of partners including police and health services. The work with families is structured around two phases:

- Phase 1 Intensive Intervention – is expected to last four to six weeks
- Phase 2 Maintaining the Family Plan

During Phase 2 the family, IFS Spearhead worker and case coordinators for adults and children work together to provide the professional interventions that are deemed necessary for the family to remain in a positive process of change to meet the objectives of the Family Plan.

The Western Bay phase of the IFSS became operational on 1st February 2013. Since the establishment of this arrangement Bridgend County Borough Council have acted as the host authority and received the full grant allocation of £865k directly from Welsh Government. However since April 2016 Welsh Government has changed how the grant has been allocated. As a result each of the three local authorities will now receive an equal share of the overall allocated funding direct to their Revenue Support Grant (RSG). Therefore a new WB collaborative agreement has been drawn up which sets out the new financial and governance arrangements is attached at *Appendix 1*.

Financial Impact

The budgeted cost of IFSS for 2016/17 is £865k for which RSG funding has been equally allocated across the Western Bay region as detailed in the table below:

Authority	Financial Contribution	Apportionment basis
Bridgend	£288K	33.3%
Swansea	£288K	33.3%
NPT	£288K	33.3%

Equality Impact Assessment

An Equality Impact Screening Assessment has been undertaken to assist the Council in discharging its Public Sector Equality Duty under the Equality Act 2010. After completing the initial screening assessment it has been determined that this proposal does not require an Equality Impact Assessment because there are no proposed changes to the service that is being currently provided, therefore there will no impact on service users as they will continue to receive the same type and level of service provision.

Workforce Impacts

Not applicable.

Legal Impacts

The arrangements as set out in this paper will satisfy the policy Requirements of Welsh Government whilst ensuring that the statutory responsibilities of each local authority continue to be met.

Bridgend County Borough Council has taken the lead in finalising the inter Authority Agreement in consultation with legal representatives from all partners. The inter Authority Agreement represents the formal arrangements between the three Authorities that it legally binding and provides assurance and protection to each individual Authority in committing to these arrangements.

The agreement will set out amongst other things:

- Governance arrangements
- The terms and reference of the membership of the regional management board
- The termination and exit provisions
- The apportionment of costs and liabilities between the parties and the provision of indemnities to the Host Authority to protect the Council when fulfilling its obligations under the Agreement.
- The financial management arrangements
- The provision to address matters such as disputes, variations, data protection/sharing or information and freedom of information

Risk Management

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

Consultation

There is no requirement under the constitution for consultation on this item.

Recommendation

It is recommended that Members approve the Western Bay collaborative agreement between Neath Port Talbot County Borough Council, the City and County of Swansea and Bridgend County Borough Council in relation to the finance and governance arrangements for the Western Bay IFSS and that the Head of Children's Services be granted delegated power to enter into the Collaboration Agreement as set out in Appendix 1 of this Report.

Reason For Proposed Decision

The reason for the proposed decision is to enable the Council to enter into a collaborative agreement with the City and County of Swansea and Bridgend County Borough Council which sets out the finance and governance arrangements for the Western Bay IFSS

Implementation of Decision

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

Appendices

Appendix 1 IFSS Collaboration Agreement

List of Background Papers

No additional papers required.

Officer Contract

Andrew Jarrett, Head of Children & Young People Services,
Neath Civic Centre,
Neath
SA11 3QZ

Tel: 01639 683327

E-mail: a.jarrett@npt.gov.uk

Aileen Flynn, Commissioning Officer, Children & Young People
Services,
Neath Civic Centre,
Neath
SA11 3QZ

Tel: 01639 685746

E-mail: a.flynn@npt.gov.uk

Appendix 1

DATED

COLLABORATION AGREEMENT

RELATING TO THE PROVISION OF AN INTEGRATED FAMILY SUPPORT
SERVICE IN THE WESTERN BAY AREA

Between

Bridgend County Borough Council

AND

Neath Port Talbot County Borough Council

AND

The Council of the City and County of Swansea

CONTENTS

	BACKGROUND	3
1.	DEFINITIONS AND INTERPRETATION	3
2.	SCOPE OF AGREEMENT	5
3.	TERM	6
4.	WARRANTY	6
5.	HOST AUTHORITY	6
6.	POOLED FUND	7
7.	GOVERNANCE	9
8.	STAFFING	9
9.	INDEMNITIES AND LIMITATION OF LIABILITY	10
10.	ASSISTANCE IN LEGAL PROCEEDINGS	10
11.	ESCALATION	10
12.	CONFIDENTIALITY	11
13.	DATA PROTECTION	12
14.	FREEDOM OF INFORMATION	12
15.	INTELLECTUAL PROPERTY	12
16.	WITHDRAWAL AND TERMINATION	12
17.	CONSEQUENCES OF WITHDRAWAL OR TERMINATION	13
18.	VARIATION	14
19.	CHARGES AND LIABILITIES	14
20.	GOVERNING LAW AND JURISDICTION	14
	SCHEDULE 1 - KEY OBJECTIVES	
	SCHEDULE 2 - POOLED FUND	
	SCHEDULE 3 - THE STAFF	
	SCHEDULE 4 - PROJECT BOARD	

SCHEDULE 5 - INFORMATION SHARING PROTOCOL

THIS AGREEMENT is made the

PARTIES

BRIDGEND COUNTY BOROUGH COUNCIL of Civic Offices, Angel Street, Bridgend, CF31 4WB ("**Host Authority**");

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL of Port Talbot Civic Centre, Port Talbot. SA13 1PJ ("**NPT**"); and

THE COUNCIL OF THE CITY AND THE COUNTY OF SWANSEA of Civic Centre, Oystermouth Road, Swansea, SA1 3SN ("**CCoS**").

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

BACKGROUND

- (A) In 2013, the Authorities established an Integrated Family Support Service ('the Service') in accordance with the Children and Family (Wales) Measure 2010.
- (B) Since 2013, in its role as IFSS lead, the Host Authority has been in receipt of grant funding in respect of its own geographical area and that relating to the other Authorities from Welsh Government to enable the provision of the Service on behalf of the Authorities.
- (C) In a letter dated 8th December 2014 ("the Grant Letter"), Welsh Government advised that the funding provision will change for the financial years 2015/16 and 2017/18.
- (D) This agreement between the three Authorities reflects the change to the funding arrangements and facilitates the collaboration of the three Authorities to deliver the Service.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement.

“Agreement” means this agreement and any schedules attached hereto;

“Authority” or “Authorities” means either the Host Authority, NPT or CCoS or all as the context requires;

“Commencement Date” means the 1st of April 2015

“EIR” means the Environmental Information Regulations 2004

“Employee” means any person who is employed by an Authority and works within the Service;

“FOIA” means the Freedom of Information Act 2000;

“Host Authority” means Bridgend County Borough Council

“Information Sharing Protocol” means the process detailed in Schedule 5 to be adhered to by the Authorities when sharing information, including Personal Data as defined in the Data Protection Act 1998,

“Integrated Service” or **“Service”** means the amalgamation of the three family support service teams across the western bay area and the management and delivery of those services.

“Intellectual Property” means copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, database rights,

rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered.

“Key Objectives” means the objectives for the Service as detailed in Schedule 1;

“Project Board” means the group comprising of the representatives set out in Schedule 4

“Necessary Consents” all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Integrated Service;

“Pooled Fund” means the joint fund(s) of monies administered by the Host Authority under the direction of the Project Board being the shared contributions from the Authorities for the purpose of delivering the Integrated Service and as detailed in Schedule 2;

- 1.2 Clause, Schedules and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.7 A reference to writing or written includes fax and e-mail.

2. SCOPE OF AGREEMENT

- 2.1 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.

- 2.2 The Authorities have agreed to establish the Integrated Service on the terms of this Agreement in order to achieve the Key Objectives as set out in this Agreement and in particular as specified in Schedule 1 to this Agreement.
- 2.3 In order to facilitate the creation of the Integrated Service under this Agreement, the Authorities have further agreed to:
 - appoint a Host Authority responsible for the delivery of the Integrated Service;
 - create a Project Board to carry out functions set out in Schedule 4;
 - create a Pooled Fund to facilitate the delivery of the Service.

3. TERM

- 3.1 This Agreement shall take effect on the 1st April 2015 ('Commencement Date') and shall automatically terminate on the 31st March 2017, unless otherwise extended in accordance with the provisions of Clause 3.2, below, or terminated in accordance with the provisions of clause 16, below
- 3.2 This Agreement may be extended by a further period of up to 2 years by recommendation of the Project Board and prior agreement of the Authorities

4. WARRANTY

- 4.1 Each Authority warrants and represents to the other Authorities that, at the Commencement Date, it has obtained its respective Council's approval for entering into this Agreement and it has complied with its own internal procedures and standing orders. 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.

5. HOST AUTHORITY

- 5.1 It is agreed between the Authorities that for the purpose of delivery of the Integrated Service, the Host Authority shall provide the Integrated Services for and on behalf of all the Authorities and, subject to acting in accordance with the instructions of the Project Board and clause 5.2

shall have authority to enter into agreements necessary with any third party in respect of the provision of the Integrated Services. Any contract entered into by the Host Authority will be based solely on the Host Authority's Contract Procedure Rules.

5.2 Where the Host Authority is minded to put in place agreements with third party providers for the provision of the Integrated Services, it shall first consult the other parties to this Agreement to ascertain whether they are able to provide such services, and the provision of those services either by a third party or one of the Authorities will be subject to the agreement of the Project Board.

5.3 In its capacity as Host Authority for the Integrated Service, Bridgend County Borough Council shall use all reasonable endeavours to:

(a) Manage, supervise and provide training for the Employees whose posts are set out in Schedule 3 or any variation thereof, as agreed by the Project Board, in order to provide the Integrated Service

(b) keep apprised of any and all issues that arise between the other Authorities

(c) Implement the decisions of the Project Board unless otherwise agreed by the Authorities. For the avoidance of doubt, the Host Authority shall not be required to implement resolutions of the IFSS 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 IFSS Project Board.

6. POOLED FUND

6.1 The financial relationship between the Authorities is further detailed in Schedule 2 of this Agreement.

6.2 The budget for the first financial year of this Agreement together with the mechanism for calculating subsequent budgets and contributions is set out in Schedule 2.

6.3 The apportionments for each Authority for the first two years of this Agreement are set out in Schedule 2

- 6.4 The financial contributions of each Authority and the pro rata apportionments contained within Schedule 2 are agreed by each Authority.
- 6.5 No provision of this Agreement shall preclude the Authorities by mutual agreement making additional contributions of non-recurring monies to the Pooled Fund from time to time but no such additional contributions shall be taken into account in the calculation of the Authority's respective contributions for the purpose of apportionment in Schedule 2. Any such additional contributions of non-recurring monies shall be explicitly recorded in the budget arrangements, as a separate item.
- 6.6 Subject to the provisions of Schedule 2, the costs incurred by any of the Authorities in delivering the Integrated Service, shall be the responsibility of the Authority incurring the same unless and until such time as the Authority views those costs as disproportionate, wherein the matter shall be referred to the Project Board for consideration. The Project Board shall determine whether such costs shall be added to the Pooled Fund and apportioned in accordance with Schedule 2 of this Agreement.
- 6.7 The costs incurred by the Host Authority in providing premises and infrastructure support shall form part of the Pooled Fund and the Host Authority will invoice the Pooled Fund accordingly.
- 6.8 The Host Authority shall be responsible for administering the Pooled Fund and shall act in accordance with the instructions of the Project Board. The internal regulations of the Host Authority shall apply to the management of the Pooled Fund. The Host Authority shall be responsible for forecasting and reporting to the Project Board upon the targets and information requirements set by the Project Board from time to time. The Host Authority shall make payments from the Pooled Fund, necessary to deliver the Integrated Service and in accordance with the instructions of the Project Board.
- 6.9 The Pooled Fund is to be used solely to achieve the aims and objectives of the Integrated Service set out in Schedule 1.
- 6.10 The Host Authority shall ensure that the Pooled Fund is used efficiently to deliver agreed outcomes and that expenditure and income within the Pooled Fund remains within budget and that any exceptions to this are reported to the Project Board in a timely manner.
- 6.11 The Authorities shall take mitigating action as appropriate to ensure expenditure remains within the limit of the Pooled Fund and shall not act

unreasonably so as to expose the other Authorities to undue financial risk.

- 6.12 The benefit of any surplus in the Pooled Fund at the end of any financial year may be used as agreed by the Project Board, or where there is no agreement, distributed to the Authorities in accordance with the apportionments in Schedule 2.
- 6.13 In the absence of the Authorities agreeing a revised Pooled Fund or apportionments as outlined in Schedule 2, the Authorities shall remain liable to contribute the same sum as was identified as their contribution in the previous financial year.

7. GOVERNANCE

Project Board

- 7.1 The Project Board is responsible for the overall strategic direction of the Integrated Service. Its functions and terms of reference are set out in Schedule 4

8. STAFFING

- 8.1 All staff employed in the operation of the Integrated Service shall be managed and supervised on a day to day basis by the Team Manager (or authorised officer)
- 8.2 A procedure for training and development of all staff involved in the operation of the Integrated Service will be agreed by the Project Board and implemented by the Team Manager (or authorised officer).
- 8.3 The Project Board shall be responsible for all decisions relating to the staffing structure required to deliver the service to ensure that it is fit for purpose The Authorities confirm that the Staff listed in Schedule 3 shall for the purposes of provision of the services be employed by the Authority (the 'Employing Authority') identified as such in Schedule 3 and the Employing Authority shall remain responsible for the conduct of any disciplinary matters

9. INDEMNITIES AND LIMITATION OF LIABILITY

- 9.1 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, whether in tort, default or breach of contract 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 and /or the provision of the Services, including the implementation of any decisions of the Project Board.

9.2 The indemnity given in clause 9.1 shall not apply:

9.2.1 in respect of the actions of the Host Authority where the liability arises from any fraud, dishonesty, negligence, unlawful expenditure, libel or slander on the part of the Host Authority or where the Host Authority has acted outside the scope of its authority;

9.2.2 in respect of the actions of any Authority where the liability arises from any fraud, dishonesty, negligence, unlawful expenditure, libel or slander on the part of that Authority or where that Authority has acted outside the scope of its authority

10. ASSISTANCE IN LEGAL PROCEEDINGS

10.1 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.

10.2 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.

10.3 Such information provided or assistance rendered pursuant to the obligation in clauses 10.1 and 10.2 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.

11. ESCALATION

11.1 If an Authority has any issues, concerns or complaints about the Service, or any matter in this Agreement, that Authority shall notify the other Authorities and the Authorities shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Project Board for decision. If agreement cannot be reached by the Project

Board, the matter shall be referred 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 Directors of each respective Authority within 14 days, the matter may be escalated to the Head of Paid Service/Chief Executives of each Authority for resolution.

11.2 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 the Host Authority, subject to the overriding obligation of any Authority to comply with its statutory duties in relation to FOIA or EIR.

12. CONFIDENTIALITY

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

12.2 Clause 12.1, 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 12;

(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 any third party to provide any element of the Services which the other Authorities (acting reasonably) have agreed with the disclosing party contains no commercially sensitive information.

12.3 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.

12.4 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.

13. DATA PROTECTION AND FREEDOM OF INFORMATION

13. Data Protection

- 13.1 All Authorities shall comply with the notification requirements under the Data Protection Act ("DPA")
- 13.2 All Authorities shall duly observe their obligations under the DPA which arise in connection with this Agreement and further agree to be guided by the Information Sharing Protocol detailed in Appendix 5 to this Agreement.

14. Freedom of Information

- 14.1 Each Authority acknowledges that they are subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations) 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.

15. INTELLECTUAL PROPERTY

- 15.1 Any Intellectual Property created through the establishment and running of the Integrated Service shall vest in the Host Authority. The Intellectual Property shall be held by the Host Authority on behalf of all the Authorities. This shall include but is not limited to processes, procedures, methodology and manuals.
- 15.2 The Host Authority shall grant to the others an irrevocable licence to use that intellectual property for the purposes of the Integrated Service.
- 15.3 Nothing in this clause shall operate to prevent or make difficult the sharing of good practice between the Authorities.

16. WITHDRAWAL AND TERMINATION

- 16.1 This Agreement may be terminated with the agreement of all Authorities.
- 16.2 The Authorities agree to allow a reasonable period in order for the Host Authority to wind down the Integrated Service and Project Board whilst continuing to comply with their statutory requirements.
- 16.3 If any Authority wishes to withdraw from this Agreement it must notify each of the other Authorities by giving not less than twelve (12) months' notice in writing of its intention to withdraw.

16.4 If any Authority has notified the Host Authority of its intention to withdraw from this Agreement the remaining Authorities shall immediately review the Agreement to determine whether there is sufficient resource for the Host Authority to continue to fulfil its functions, obligations and responsibilities on behalf of the remaining Authority or whether the Agreement should be terminated pursuant to clause 16.1.

16.5 In the event of the Host Authority notifying the other Authorities of its intention to withdraw from this Agreement all parties shall immediately review the Agreement to determine whether either of the remaining Authorities can become a host Authority or whether the Agreement should be terminated pursuant to clause 16.1.

16.6 If it is decided that the Agreement is to continue after notice is given by the Host Authority to withdraw, the Host Authority shall continue to fulfil its functions, obligations and responsibilities until such time as arrangements have been made for the replacement host Authority to take over the Integrated Service.

17. CONSEQUENCES OF WITHDRAWAL OR TERMINATION

17.1 Unless otherwise agreed by the Project Board:-

17.1.1 In the event of any Authority withdrawing from this Agreement irrespective of whether notice has been issued, that Authority shall remain liable in accordance with the apportionments set out in Schedule 2, for any financial or other obligation or liability (actual or contingent) incurred as a party to this Agreement in respect of the Integrated Service.

17.1.2 In the event of the termination of this Agreement, all costs associated with such termination and any surplus of funds within the Pooled Fund and any disposal of assets, shall be shared by the Authorities in accordance with the apportionment set out in Schedule 2.

17.1.2.1 Costs associated with termination shall include all related staffing costs and where such staff are employed by the Host Authority for the provision of the Integrated Service, costs shall be dealt with in accordance with clause 17.1.2 (above).

17.1.3 Costs associated with termination shall include those relating to the disposal of assets acquired for the operation of the Integrated Service and any costs incurred by the Host Authority in terminating or otherwise

dealing with its liabilities in relation to third party contracts entered into in accordance with clause 5.1. This list is not exhaustive.

17.3 This clause together with clauses 9, 12, 13 and 14 shall survive the termination of this Agreement.

18. VARIATION

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

19. CHARGES AND LIABILITIES

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

20. GOVERNING LAW AND JURISDICTION

20.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales as it applies in Wales and, without affecting the escalation procedure set out in clause 11, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

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

THE COMMON SEAL of BRIDGEND)
COUNTY BOROUGH COUNCIL was)
hereunto affixed in the presence of:-)

Mayor

Authorised Signatory

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

Designation:

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

Designation:

SCHEDULE 1 – KEY OBJECTIVES

1. Fulfil the Local Authority's statutory duties to provide an Integrated Family Support Service for families within the region.
2. Provide evidence based interventions to assist families in reducing their reliance on formal systems
3. To bridge the gap between adult and children's services
4. Strengthen and improve outcomes for children and young people and their families
5. Respond promptly, flexibly and effectively to the needs of vulnerable families.
6. To reduce the number of children removed from families before a full assessment of risk has taken place by providing intensive packages of community based assessment and support available 24/7.
7. To influence system change for the delivery of services

SCHEDULE 2 – POOLED FUND

1. The Authorities shall establish a Pooled Fund to manage the budget for the Integrated Service. Authority contributions are set out in Table 1, together with the percentage contribution this payment represents in relation to that Authority's share of the Pooled Fund. Unless otherwise agreed by the Project Board, the percentage figure within Table 1 is also to be utilised for calculation of any shared liabilities or division of surplus funds, in accordance with the terms of this Agreement.

2. The total budget for the Integrated Service for the financial years 2015 – 2016 and 2016 - 2017 is shown in Table 1.

3. The Pooled Fund will comprise the following elements of expenditure:

Staffing - to include all staff employed by the Employing Authority and any new staff employed by any Authority for the delivery of the Integrated Service; all costs associated with the termination of employee contracts and employee disputes relating to the operation of the Integrated Service;

Accommodation/Premises - all costs incurred by Bridgend in providing premises for the operation of the Integrated Service;

Withdrawal and Termination costs - as outlined in clauses 16 and 17.

TABLE 1 - APPORTIONMENT FOR 2015/2016 and 2016/2017:

Authority	Financial Contribution	Apportionment basis
Host Authority Bridgend	£288K	33.3%
Swansea	£288K	33.3%
NPT	£288K	33.3%

4. To enable the Host Authority to meet its obligations, from the Commencement date, each Authority shall make payment to the Host Authority of the amounts set out in Table 1 less any contributions by the Employing Authority (where staff have been provided to the Host Authority on a seconded basis) which have been agreed in advance by the Host Authority

5. Any dispute between the Authorities relating to paragraph 4 above shall be dealt with in accordance with the escalation process set out in clause 11.

6. Payment of the Financial Contribution shall be made in arrears to the Host Authority on the 1st day of the month commencing on the 1st July 2015 and every three months thereafter, with the final quarterly payment to include any outstanding funding allocation received by the Authorities from Welsh Government for the purpose of payment for the Service

SCHEDULE 3

STAFF

<u>Post Title</u>	<u>Number in Post</u>	<u>Employing Authority</u>
Team Manager	1	Host Authority
Consultant Social Worker	5	Host Authority
Intervention Specialist	2	CCoS
Business Support Officer	1	Host Authority
Administration Assistant	1	Host Authority
Intervention Specialist Officer (currently vacant)		
Lead Trainer	1	Host Authority

The following staff are listed for information only:

Intervention Specialist	4	Seconded from ABMU Health Board
-------------------------	---	------------------------------------

SCHEDULE 4 – PROJECT BOARD

Western Bay Integrated Family Support Service (IFSS) Project Board

Terms of Reference

Section 53 of the Children and Families (Wales) Measure places a duty on the local authority to establish an Integrated Family Support Board for IFST.

Purpose

To provide strategic direction to the implementation and delivery of the Integrated Family Support Service across Bridgend, Neath Port Talbot and Swansea.

Functions

The Children and Families (Wales) Measure sets out the statutory functions of the Board.

These are:

- To ensure the effectiveness of what is done by the Integrated Family Support Services to which they relate.
- To promote good practice by the local authorities and Local Health Boards participating in the teams in respect of the functions assigned to the teams.
- To ensure that Integrated Family Support teams have sufficient resources to carry out their functions.
- To ensure that the Local Authorities and Local Health Boards co-operate with the Integrated Family Support teams in discharging the teams' functions.

Furthermore:

- To provide overall direction, management and scrutiny to the IFS teams, both when the service is running and during its implementation phase.

- To ensure compliance with the grant and that all grant monitoring procedures set up within IFST meet organisational audit needs.
- To ensure the service provided is sustainable and is integrated into local service provision.
- To ensure a communications strategy is implemented and necessary resources provided to disseminate information to all partners and service users and to promote the success of the IFST.
- To provide the WG IFST Implementation Team with necessary updates on project progress (incl. risks and lessons learnt) on a six monthly basis.
- To support and progress workforce development within IFS teams and the transfer of skills to the wider workforce.
- Interface between the Local Health Board, Members of the Local Authority Executive / Management Committees and Local Safeguarding Children Board.
- Deal with complaints and disputes about the exercise of functions by the IFST. Manage any complaints / disputes about the exercise of functions by the IFST.
- Facilitate the sharing of information between Local Authorities, Local Health Boards, Integrated Family Support Teams and Boards.
- Be responsible for the accounts and audit in respect of functions assigned to integrated family support teams.
- Act as the IFST interface with the existing children and adult service and wider services.
- Agree the Objectives for the IFS teams based upon local needs and circumstances.

Guiding principles

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) provide coherent, timely and efficient decision-making; and
- (e) correspond with the key features of the Service governance arrangements set out in this agreement.

1. MEMBERSHIP

1.1 The Project Board will comprise of:

- (a) A Head of Service from each of the Authorities ('Representatives');
- (b) The Chief Director for Social Services at CCoS (Chairperson).

1.2 Each Project Board Representative shall have delegated authority to make decisions, relating only to the Terms of Reference detailed in Paragraph 2 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 and in particular clause 2.2 below.

1.3 In addition to the individuals detailed in paragraphs 1 (a) and (b) above, and in order to accord with the Children and Family (Wales) Measure 2015, the Project Board shall

- (a) request representation at the Project Board from the Authorities housing, education and youth offending services;
- (b) request representation at the Project Board from the Local Health Board.
- (c) request representation at the Project Board from voluntary agencies and the South Wales Police

1.4 The attendees detailed in paragraph 1.3 (a), (b) and (c) above shall not have any voting rights for any matters raised at Project Board.

1.5 An Authority may nominate a Representative, and remove a Representative whom it has nominated, by giving notice to the Project Board. The appointment or removal takes effect on the date on which the notice is received by the Project Board

1.6 The Project Board shall meet quarterly.

1.7 To constitute a quorate meeting of the Management Board all members must be present.

1.8 A Project Board 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. Authorised deputies shall count for the purposes of quorate meetings.

1.9 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.

1.10 Any meeting of the Project Board may be summoned on the giving of not less than 5 working days' notice to all other parties.

1.11 The Project Board shall meet to discuss performance of the Service and communicate major concerns, issues or opportunities relating to the Service.

1.12 Each Representative on the Project Board will use their best endeavours to reach a consensus on decisions, acting reasonably and co-operatively in order to reach agreement which contributes to the success of the Integrated Service.

1.13 Any failure by the Project Board to reach a consensus shall result in the matter in question being referred back to the Authorities who shall deal with the matter in accordance with the escalation process detailed in clause 11.

1.14 Any recommendations made at the Project Board shall be passed back to the Host Authority to implement.

1.15 The agenda for each meeting will be prepared and circulated by the Group Manager Integrated Working 3 working days prior to the meeting.

Any party may request an item be added to the agenda. The agenda shall include the following fixed items:

- Progress reports in relation to the current performance of the service
- Review the budget spend
- Reviewing risks and issues to delivery

1.16 Representatives on the Project Board may invite one or more officers from the Authorities to attend meetings of the Project Board.

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

2. TERMS OF REFERENCE

2.1 The activities of the Project Board shall include but not be limited to:

- (a) Determining the strategic direction of the Integrated Service;
- (b) Make decisions in relation to the use of the Pooled Fund
- (c) Make decisions in relation to the staffing structure, resources and premises required to deliver the Integrated Service, in accordance with the terms of this Agreement;
- (d) Setting monitoring and reviewing Integrated Service standards;
- (e) Monitoring performance to include financial performance including budget spend;
- (f) Resolve any conflicts between competing interests of the Authorities;
- (g) Review the governance arrangement set out by this Agreement;
- (h) Resolve any disputes referred to it via the escalation procedure;

2.2 The Project Board shall not make any decisions relating to an Authority's decision to withdraw from the Agreement or to terminate the Agreement without first referring that matter to the individual Authority for approval.

SCHEDULE 5- INFORMATION SHARING PROTOCOL

In this Schedule the following definitions shall apply:

Data Controller: shall have the same meaning as set out in the Data Protection Act 1998.

Data Processor: shall have the same meaning as set out in the Data Protection Act 1998.

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

Data Subject: shall have the same meaning as set out in the Data Protection Act 1998.

Personal Data: shall have the same meaning as set out in the Data Protection Act 1998.

Process: has the meaning given to it under the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing.

Service: the services to be delivered by the Authorities under this Agreement.

Staff/Employees: means all persons employed by the Authorities to perform their obligations under the Agreement.

3. PROTECTION OF DATA

3.1 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 Service.

This Appendix aims to clarify each Authorities duty when receiving Personal Data from another Authority.

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 Service.

And that if such Data is passed to another Authority that Authority will be regarded as the Data Processor.

Each Authority that acts as Processor shall:

Process the Personal Data only in accordance with instructions from the Data Controller;

Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Service or as is required by law or any regulatory body;

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;

obtain prior written consent from the Authority in order to transfer the Personal Data to any affiliates for the provision of the Service;

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;

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;

notify the Data Controller (within five Working Days), if it receives:

a request from a Data Subject to have access to that person's Personal Data; or

a complaint or request relating to the Authority's obligations under the Data Protection Legislation;

provide the Authority with full co-operation and assistance in relation to any complaint or request made, including by:

providing the Authority with full details of the complaint or request;

providing the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and

providing the Authority with any information requested by the Authority.

- 3.2 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.

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.