

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