

# Public Document Pack



Cyngor Sir  
**CEREDIGION**  
County Council

Neuadd Cyngor Ceredigion, Penmorfa,  
Aberaeron, Ceredigion SA46 0PA  
[ceredigion.gov.uk](http://ceredigion.gov.uk)

18 May 2023

Dear Sir / Madam

I write to inform you that a Meeting of the Healthier Communities Overview and Scrutiny Committee will be held at the HYBRID - NEUADD CYNGOR CEREDIGION, PENMORFA, ABERAERON / REMOTELY VIA VIDEO CONFERENCE on Wednesday, 24 May 2023 at 10.00 am for the transaction of the following business:

1. **Welcome and Apologies**
2. **Disclosures of personal interest (including whipping declarations)  
Members are reminded of their personal responsibility to declare any personal and prejudicial**
3. **Care Inspectorate Wales (CIW) Inspection Report and Action Plan  
(Pages 3 - 30)**
4. **National Collaborative Arrangements for Welsh (Local Authority)  
Adoption and Fostering Services (Pages 31 - 94)**
5. **Domiciliary Care Overview (Pages 95 - 120)**
6. **Regional Maternity and Early Years Strategy for West Wales (Pages  
121 - 130)**
7. **To confirm minutes of the previous meeting and to consider any  
matters arising therefrom (Pages 131 - 136)**
8. **To consider the Forward Work Plan (Pages 137 - 142)**

Members are reminded to sign the Attendance Register

A Translation Services will be provided at this meeting and those present are welcome to speak in Welsh or English at the meeting.

Yours faithfully

A handwritten signature in black ink, appearing to read 'A. Edwards'.

**Miss Lowri Edwards**  
**Corporate Lead Officer: Democratic Services**

**To: Chairman and Members of Healthier Communities Overview and  
Scrutiny Committee**

The remaining Members of the Council for information only.

## Cyngor Sir CEREDIGION County Council

**REPORT TO:** Healthier Communities Scrutiny  
**DATE:** 24 May 2023  
**LOCATION:** Hybrid/Council Chamber  
**TITLE:** Care Inspectorate Wales Performance Evaluation  
Inspection Action Plan

### **PURPOSE OF REPORT:**

1. To update on Scrutiny about the steps that are being taken to address the improvements contained in the CIW Report in response to the Performance Evaluation In section which took place between 27 February 2023 and 10 March 2023.
2. To recognise the strengths contained in the report.
3. To agree the timescale for reviewing the Action Plan.

### **REASON SCRUTINY HAVE REQUESTED THE REPORT:**

The compilation of this Action Plan is in response to the Inspection outcome report. The Action Plan sets out the proposed actions plans which are now presented to Scrutiny for oversight.

### **BACKGROUND:**

Care Inspectorate Wales undertook an intense evaluation of performance across Adult and Children's Service from 27 February 2023 to 10 March 2023.

In line with our duties under the Social Services and Well-being (Wales) Act 2014 the domains of the inspection evaluated were: **People - Voice and Control, Prevention, Well-being and Partnership.**

There were five Inspectors participating in the inspection which was facilitated virtually and in person.

During the evidence gathering there were 114 individuals engaged in the process including officers, Elected Members, service users, carers, and statutory and third sector partner organisations.

Service users and staff had the opportunity to submit online responses to the CIW survey to express their views on experiences of working across the Through-Age Wellbeing service.

In addition to case file audits key policies and developments were scrutinised. This included supervision files and the revised policy, compliments and complaints, the draft Quality Assurance Framework, the Occupational Therapy consultation and the

revised Safeguarding and Mental Wellbeing and Porth Cymorth Cynnar structures. Observations of strategic and operational meetings took place online and face to face.

There was an emphasis on the experience of children, carers and their families and how the service listens to their views. The Inspectors were actively seeking to identify participation of service users in assessments and plans by articulating their own care requirements.

The Inspectors were very keen to understand and appreciate the benefits of the Through Age Wellbeing model.

Verbal feedback was provided by the Inspectorate on 16 March 2023 and the written draft report was received on 6 April 2023. A formal response to the draft report was made by the Local Authority on 21 April 2023.

There were no matters that required significant amendment contained in the report from the perspective of the Local Authority as the content reflected closely the verbal feedback we received.

**There were no areas of none compliance identified during the inspection.**

An Action Plan has now been formulated to respond to the recommended improvements outlined by CIW in the report.

The overwhelming majority of the actions are already in play as the matters identified by CIW were being addressed before the commencement of the inspection.

The areas that we have sought to improve were reflected in our evidence to the Inspectorate in advance of the commencement of the inspection and the drafting of the final report.

The Action Plan accompanying this report focuses on the areas for improvement. However, to strike a balance between the required improvements and the strengths identified in the report in each of the four domains of inspection.

The CIW report is scheduled to be published on 18 May 2023.

**WELLBEING OF FUTURE GENERATIONS:**

**Has an Integrated Impact Assessment been completed? No  
If, not, please state why**

**Summary:**

There are no changes to existing services identified in the Action Plan.

**Long term:** Not applicable

**Integration:** Not applicable

**Collaboration:** Not applicable

**Involvement:** Not applicable

**Prevention:** Not applicable

**RECOMMENDATION:**

The draft Action Plan to address the issues identified in the CIW report is accepted as a proportionate response to recommendations contained in the report.

The Action Plan to be monitored after six months through the Healthier Communities Scrutiny Committee and after one year to maintain progress and momentum through to completion.

**REASON FOR RECOMMENDATION:**

The reasons for the recommendations are to ensure that the appropriate improvements in line with the CIW are made to continue to operate a robust and safe service.

**Contact name: Audrey Somerton-Edwards,**

**Designation: Interim Corporate Lead Officer, Porth Cynnal and Interim Statutory Director of Social Services**

**Date of Report: 10 May 2023**

**Acronyms: CIW – Care Inspectorate Wales**

## Performance Evaluation Inspection of Ceredigion County Council

March 2023

Mae'r ddogfen yma hefyd ar gael yn Gymraeg.  
This document is also available in Welsh.

## Introduction

Care Inspectorate Wales (CIW) carried out a performance evaluation inspection of Ceredigion County Council's (the local authority) Social Services in March 2023. The purpose of this inspection was to review the local authority's performance in exercising its social services duties and functions in line with legislation, on behalf of Welsh Ministers.

We sought to answer the following questions aligned under the principles of the Social Services and Well-being (Wales) Act 2014 (The 2014 Act).

### 1. People - voice and control

How well is the local authority ensuring all people are equal partners who have voice, choice and control over their lives and can achieve what matters to them?

Effective leadership is evident at all levels with a highly skilled, well qualified and supported workforce working towards a shared vision?

### 2. Prevention

How well is the local authority ensuring the need for care and support is minimised, and the escalation of need is prevented whilst ensuring that the best possible outcomes for people are achieved?

How well is the local authority promoting resilience within communities and people are supported to fulfil their potential by actively encouraging and supporting people who need care and support, including carers, to learn, develop and participate in society?

### 3. Well-being

How well is the local authority ensuring that people are protected and safeguarded from abuse, neglect and any other types of harm?

How well are people supported to actively manage their well-being and make their own informed decisions so that they are able to achieve their full potential and live independently for as long as possible?

### 4. Partnerships

How well is the local authority able to assure itself effective partnerships are in place to commission and deliver fully integrated, high quality, sustainable outcomes for people?



Are people encouraged to be involved in the design and delivery of their care and support as equal partners?

This inspection focused on the effectiveness of local authority services and arrangements to help and protect people. The scope of the inspection included:

- Evaluation of the experience of adults and children at the point of the performance evaluation inspection.
- Evaluation of the experience and outcomes people achieve through their contact with services.
- Evidence of the local authority and partners having learnt lessons from recent experiences and plans for service developments and improvement.
- Consideration of how the local authority manages opportunity and risk in its planning and delivery of social care at individual, operational and strategic levels.

## 1. Summary

- 1.1. The local authority is currently in the second of a five-year transformation strategy under its Through Age and Well-being programme (TAW). The model has a focus on early intervention, prevention and well-being, seeking to minimise the requirement for statutory services. The model is arranged around three 'Porths' - Porth Cymorth Cynnar (PCC) which is the early help and prevention services, Porth Gofal (PG) responsible for triage and assessment, short term intervention and safeguarding, and Porth Cynnal (PC) which incorporates the planned care and support element of social services. The programme forms a key part of one of the local authority's wider corporate objectives of creating caring and healthy communities, as outlined in its Corporate Plan 2022 – 2027.
- 1.2. The TAW model encompasses an 'all ages' approach. The vision is that teams will be able to look at the needs of the whole family and work across adult and children services, but with the recognition that some practitioners will need to retain specialisms.
- 1.3. In common with many local authorities in Wales, Ceredigion County Council is experiencing a challenging time in relation to the provision of social care. Many of the pressures experienced by the local authority reflect national issues including high levels of demand and increased complexity of people's needs, including the impact of the 'cost of living' crisis.
- 1.4. Critical workforce deficits in relation to social work and occupational therapy recruitment and retention, and staff absence had resulted in the loss of experienced staff and an over reliance on newly qualified and agency social workers. There is strong corporate and political support for social services in Ceredigion. The inspection was undertaken at a time when senior leaders, managers and politicians

had recognised the significant action and resource needed to ensure the local authority's ability to deliver all statutory responsibilities in terms of safeguarding children. The local authority commissioned a Managed Care Team consisting of seven social workers, a team manager and administrator to provide additional capacity. Vacancies in adult teams are also covered by agency workers with occupational therapy assessments outsourced to ensure people are getting the right support at the right time.

- 1.5. Following the commissioning of a managed care team most children and young people now receive support and services from the local authority in a timely manner, in their preferred language, are supported to maintain their safety and well-being and their voices are heard.
- 1.6. There is strong senior leadership within social services. We were told by staff, stakeholders and partners that senior leaders are visible, accessible, supportive and approachable. Feedback we gathered indicates a culture which is focused on well-being, building and maintaining relationships and achieving safe outcomes for people.
- 1.7. There are plans to strengthen practice using Signs of Safety (SOS) as a model to underpin the TAW strategy. The aim of SOS training is to build a strong foundation to further develop, enhance and reflect on social work practice. Whilst the strategic vision is clear, and training had been completed before the pandemic, further work is required before full implementation is achieved. It is acknowledged that post-covid recovery, recruitment challenges, workforce fragility and increased demand have all impacted on implementing the TAW.
- 1.8. The local authority demonstrates a strong focus on working in partnership. We heard about enthusiasm and readiness to work together at a strategic level and saw examples where this has benefitted people.

### **Key findings and evidence**

Key findings and examples of evidence are presented below in line with the four principles of the Social Services and Well-being (Wales) Act 2014.

## **2. People - Voice & Choice**

### **Strengths:**

- 2.1. For many people, their voices are heard, and their personal outcomes captured. There were examples of practitioners working collaboratively and consistently with people to support what matters to them. People we spoke with said they had been understood and their voice heard with effective and regular communication. 82% of

people who responded to our people survey said they were treated with dignity and respect 'at all times' or 'most of the time' by the local authority.

- 2.2. People are able to communicate in their preferred language. There was evidence of the active offer being made and managers were confident of adequate numbers of Welsh speaking practitioners to implement the active offer.
- 2.3. We found advocacy is proactively considered and offered, particularly in the context of child protection conferences and reviews for children who are looked after by the local authority. It remains a strength from our previous assurance check in 2021 that these services are readily available. Advocates routinely attend decision making forums to represent children's views. Some children who are looked after told us of difficulties they had at times in accessing support and a lack of transparency about their rights and entitlements. Some of the children felt they were making decisions unaided at key points in their lives. This may be an area in need of further strengthening. In adults there was evidence of people being supported by informal advocates to participate in decisions that affect them. Practitioners in adult's services understand the importance of advocacy. The formal advocacy provider noted that perhaps, at times, they could have been involved at an earlier stage.
- 2.4. People are being provided with the opportunity to tailor and manage their own care and support using direct payments. However, in common with other local authorities across Wales recruitment of personal assistants to provide support via direct payments is a challenge. We heard how the service is actively trying to recruit new personal assistants supported by a new website and software system.
- 2.5. Ceredigion has a committed workforce which is responding to an increasing workload both in terms of complexity and volume. 77% of the respondents to our anonymous staff survey reflected these challenges but said they were well supported by colleagues and managers. We also heard how staff valued the accessibility of senior leaders. 74% of staff said their workloads were manageable.
- 2.6. In response to the challenges faced by the local authority when recruiting qualified social workers there is a focus on 'growing our own' from internal staff. We heard how, positively, the local authority has been working closely with Aberystwyth University to try and establish a social work course to train the workforce required for the future. We further note the local authority is carefully considering employing overseas workers. They would want those workers to commit to learning the Welsh language and are mindful of supporting them to integrate into the local culture.
- 2.7. Managers we spoke with expressed confidence they are skilled and supported to lead. The Director of Social Services is currently a temporary appointment. A permanent person is being sought to give the senior leadership team improved stability.

### Areas for Improvement:

- 2.8. Some people, including carers, told us their social workers took time to listen to them which supported them to build good working relationships. There was some very positive feedback from younger children we spoke with about their social workers, one child told us "*They are funny and they always talk with us*". Some children expressed the difficulties they have in building relationships when social workers change often. Only 67% of people who responded to our survey said they felt listened to. In addition, the voice of adults was not consistently captured in the proportionate assessments we reviewed. **The local authority must ensure people's voice is central to the work they undertake with people.**
- 2.9. The local authority must ensure carers are routinely informed of their rights to an assessment and this is understood, recorded and promoted by all staff. The physical, emotional, financial and psychological impact of caring could be better reflected in the records supported by an unequivocal offer of a carers assessment. We spoke with a group of adult carers who shared mixed experiences of accessing support. Most spoke positively of their relationship with their social worker, although we could also see the impact of delays when accessing domiciliary care and occupational therapy adaptations. It is encouraging that there has been a notable increase in the number of carers who have joined the Carers Information Service. **The local authority must ensure practitioners consistently comply with the general duty to promote the well-being of the carer, by explicitly offering carers assessments to people to discuss what support they require, with reasons for refusal of an assessment routinely recorded.**
- 2.10. We heard how the lack of short break provision is adversely impacting people's outcomes across Ceredigion. Arranging short break provision in advance for adult carers to book a holiday is very difficult, with providers more inclined to fill vacancies permanently. We also heard repeatedly how the availability of respite is an issue in children's services, particularly for disabled children. **The local authority must increase short break provision across the county to help address the well-being needs of parents and carers.**
- 2.11. The Director of Social Services Annual Report is an important way of informing people living in Ceredigion about how well social care service are being delivered. We note the delays in the local authority publishing the Director of Social Services Annual report over the last two years. This is an area requiring improvement as Part 8 of the Codes of Practice for the 2014 Act state that the director of social services must prepare and publish an annual report about the exercise of the local authority's social services functions. **This annual report must be published as soon as reasonably practicable after the end of a financial year.**

- 2.12. During 2022 there were critical deficits in the numbers of social workers and occupational therapists because of recruitment and retention issues, and a highly competitive market. The local authority has taken significant action to address these challenges, as already mentioned above. This has resulted in a significant improvement in the performance of statutory responsibilities to children and families being met. Despite this the workforce position remains fragile and an exit plan is needed from this commissioned arrangement. **The local authority must carefully consider their future workforce strategy to prioritise a sufficient and sustainable workforce, with the capacity and capability to consistently meet statutory responsibilities.**
- 2.13. Most practitioners reported receiving regular supervision from their managers. However, supervision files viewed varied in content and quality. The discussions largely reflected the challenges and pressures of providing support to people in the current context. The need for improved supervision was a finding from our assurance check in 2021. We understand the local authority has recently developed a supervision policy. **The local authority should ensure robust management oversight of practice and reflective conversations are taking place with sufficient information noted to evidence decision making.**
- 2.14. Feedback from practitioners about the quality and availability of training was variable. People talked positively about the impact of core training, but that more specialist training is needed to support specific roles. We understand a training programme is being developed to support the TAW model which includes management training to support key posts. **The local authority must ensure it has a competent and confident workforce.**
- 2.15. Staff told how they benefited from the support of peers and would welcome more opportunities for face-to-face contact in offices. We heard how arranging in-person meetings for adult and children's services can be a challenge due to lack of suitable facilities. This included child protection conferences when face to face meeting is the family's preference. **This is something the local authority should consider.**
- 2.16. **The local authority must implement and embed a robust quality assurance framework.** This was identified as an area which required improvement at our 2021 assurance check and, following this inspection, it remains to be the case. We are aware that a quality assurance framework has been drafted. We also heard about investment in supporting the local authority's approach to quality assurance with newly appointed posts specifically to focus on this area. WCCIS, the local authority's records management system, is also under development to provide performance management information. These improvements are essential to enable scrutiny of data to drive forward service improvements and ensure managers have better oversight of front-line practice.

2.17. Responding to complaints within statutory timescales has become increasingly challenging for the local authority, due to pressures within the central complaints team who currently manage the process. **The local authority must ensure complaints are consistently responded to in accordance with the prescribed timescales in “The Social Services Complaints Procedure (Wales) Regulations 2014”, and lessons learned from responding to complaints drive improvements.**

### 3. Prevention

#### Strengths:

- 3.1. Senior managers fully understand access to early intervention and prevention is key to maintaining well-being and mitigating the demand on managed care services. An area of strength in Ceredigion is the shared strategic commitment to the preventative agenda as evidenced by the transformation to the TAW model. This ensures a focus on prompting people’s independence and supporting families to stay together when safe to do so.
- 3.2. **We saw examples of assessments and child protection conference reports, which were child focused and written in a way the child or young person could engage with and understand.** The quality of most reviews for children remains a strength from our previous check in 2021. Minutes are written directly to the child, giving the feeling of a personalised letter. These minutes acknowledge the child’s wishes and explain in child-friendly language the outcomes and decisions of their review.
- 3.3. Social workers clearly strive to establish meaningful relationships with children and families, with an emphasis on direct work with individual children. We saw examples of social workers playing games with children, colouring with them and playing football to build relationships. We found strong evidence of practitioner reflection, professional curiosity and clear decision making in respect of children and young people.
- 3.4. Under the TAW model a range of preventative services have been combined under the umbrella of PCC. The range and capacity of these services, including those provided by the third sector, is undoubtedly a strength which our staff survey indicated is appreciated by the workforce in Ceredigion. We observed well organised meetings to determine which services are best placed to support families. Well-being centres are planned as a ‘one stop shop’ for services including leisure, housing and youth services. The local authority is currently developing a directory of resources, services and facilities to make the early help offer clearer for staff and the public.

- 3.5. We heard, as a commitment to developing community links and supporting the preventative agenda, the local authority has increased the number of Community Connectors, working in a patch-based model, throughout the county, looking to connect people with services, activities and events happening in their locality with the aim of impacting positively on their well-being. Despite the high demand and waiting list for occupational therapy assessments we saw some examples of the services ability to respond promptly. This included the provision of some equipment to promote people's independence enabling them to remain living at home for longer.
- 3.6. Assistive technology, including the provision of wrist watches to monitor people's vital health signs and falls, is a key strategy to support early intervention and prevention. We also heard about projects such as PCC giving 'Fitbits' to young people to encourage them to stay active even when they were not engaging directly with services. The local authority is also developing office space to be able to showcase the offer of assistive technology.
- 3.7. Like most local authorities across Wales there is substantial pressures on capacity within the domiciliary care market in Ceredigion. Despite this demand timely hospital discharge continues to be a priority. We saw a focus by the enablement team on effectively supporting people to regain their independence and enabling people to return home in accordance with their wishes.

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

- 3.9. People's experience of contacting the local authority is varied. Some people, including carers, told us of the difficulty they experienced in speaking to the appropriate person or receiving a timely response. **The local authority must review its current arrangement to ensure people consistently receive a timely response when they contact them.**
- 3.10. For many adults their assessments and annual review of their care and support plan, are delayed due to waiting lists across teams, including occupational therapy. This risks people's changing needs not being identified and addressed at the earliest stage. It also misses the opportunity for services to end when no longer required which would release capacity. Providers commented on how they are not regularly invited to take part in reviews. **The local authority must take the required action to ensure compliance with timescales for statutory reviews and ensure all relevant professionals are invited to contribute**, as it is missing the opportunity to assure itself resources are being used to best effect.
- 3.11. We heard from carers and practitioners about the negative impact of a lack of domiciliary care across the county. This included increased pressure on unpaid carers, people being placed on waiting lists or moving into care homes unnecessarily

due to a lack of care at home. Whilst most people in Ceredigion are receiving some form of care this is impacting on the flow of other services, for example enablement. Whilst a shortage of care is a recognised national issue, there are specific challenges in terms of Ceredigion's geography and demographics which require a robust response. A new Domiciliary Care Commissioning Framework is being developed. The local authority is also working with strategic partners to develop a 'patch based' approach to delivering local services and addressing the challenges. **The local authority should continue to work strategically and operationally with its partners to look for solutions to alleviate the situation.**

- 3.12. The provision of services to people who have visual or hearing impairments must be improved. There is a waiting list to be seen by a Rehabilitation Officer for Visual Impairment and concerns around the availability of British Sign Language, with people telling us they are not aware of any available groups for people with a visual or hearing impairment. **The local authority should engage with people experiencing sensory loss to hear their voice to influence the development of services.**
- 3.13. The local authority is experiencing an increase in contacts and referrals. From records reviewed we mainly observed prompt responses to meet the needs of children. However, in one example we saw many re-referrals where further cumulative assessment of the information would have been beneficial. The local authority is aware and intends to analyse the high re-referral rate (45%) for children who have been assessed as not requiring further statutory intervention. **The local authority must ensure it understands the high re-referral rate, so leaders can assure themselves about the appropriateness of closures/signposting and demonstrate clear evidence of management oversight.**
- 3.14. There has been a significant rise in the numbers of children looked after in Ceredigion over recent years. We were told the reason for this is a lack of focus on discharging care orders where situations are stable. Positively, additional legal support to discharge the orders has been commissioned. We also saw examples where children should have had legal protections, but these were not in place promptly due to staffing capacity. **The local authority must assure itself the discharge of care orders is prioritised.**
- 3.15. The availability of foster carers and suitable homes for children is an area of challenge given the increase in children becoming looked after by the local authority over recent years. We heard from senior managers about plans to increase the sufficiency of care homes for children and supported accommodation in Ceredigion. **Fostering recruitment should continue to be prioritised.**
- 3.16. There are mixed views from third sector providers about partnership working with some expressing the opinion that there could be more recognition of what services



there are and more done to coordinate them at a strategic level. The local authority may benefit from carrying out a mapping exercise to understand the variety of third sector services with the aim of facilitating greater collaboration.

- 3.17. We heard from practitioners, team managers and IROs that plans are central to monitoring interventions with children on the Child Protection Register (CPR). However, children who are looked after by the local authority do not receive the same approach. The number of children with an updated care and support plan and a pathway plan in place at the date of their first placement is far too low and requires improvement. This performance information reflects messages from young people we spoke to who told us they had not seen their plans. **The local authority must ensure plans are updated in line with statutory standards.**

#### 4. Well-being

##### Strengths:

- 4.1. Safeguarding children and young people is prioritised across the TAW model. Social workers demonstrated a good understanding of the history and current situation of families. We found skilled and competent workers performing well in meeting children and young people's need to be safeguarded. Decision making in relation to significant harm is clear and results in appropriate action.
- 4.2. Children are seen by their social worker as often as needed in line with the levels of needs and risks. There is recognition of the impact of poverty on families and financial support regularly provided to support parents to attend contact. We saw practitioners increasing visits, including on weekends, and supporting intensively to proactively reduce safety risks. One parent powerfully described the approach as "*understanding, actually supporting me and letting me speak*". She also said the conference reports now recognise strengths as well as risks. This supports our findings that risks in child protection are appropriately considered and balanced with the families' strengths.
- 4.3. Family Group Conferences are routinely and effectively used to formalise support for parents/carers to safely care for their children. In these cases, good outcomes are often achieved for children. Significant work is being undertaken to maintain children with their parents and, although this was not always possible, we saw good outcomes where children remained with extended family. **Positively, we heard how Family Group Conferencing is now being extended to include work with adults, as a reflection of the TAW model.**
- 4.4. We saw excellent examples of practitioner analysis and rationale recorded which evidenced an understanding of what was required to help people meet outcomes. Children's views are considered as part of planning and informed social worker analysis on the risk of harm. Recordings highlight strengths as well as detailing the worries and the lived experiences of children. We saw excellent examples of multi-

agency risk assessments, using SOS methods and a range of other tools to facilitate direct work.

### **Areas for Improvement:**

- 4.5. In relation to adult safeguarding, an area of strength previously, we saw some variation across the social care records reviewed, with most showing timely and effective safeguarding practices aligned with the Wales Safeguarding Procedures (WSP). However, records could be strengthened by consistently evidencing all reasonable steps have been taken to enable the person to participate in the safeguarding process.
- 4.6. Partner agencies reported a lack of feedback when reporting adult safeguarding concerns. We also heard that whilst strategy meetings are well attended, there is often a delay in distributing the minutes of these meetings. **The local authority should review current arrangements to ensure the outcome of referrals are shared with the reporter and that minutes are shared with attendees in a timely manner.**
- 4.7. We heard, at times, the capacity of the adult safeguarding team to undertake joint visits with the police and complete timely mental capacity assessments has been limited. We were told of plans to enhance adult safeguarding capacity. **The local authority must ensure there is robust oversight of safeguarding practice to assure itself of compliance with the WSP.**
- 4.8. As part of the new TAW model, strategy discussions are now undertaken by the central safeguarding team. At times we noted a wider group of professionals should have been invited to be involved in the strategy discussion regarding children, such as health or education. The social worker working with the family should also always be invited to contribute as they will inevitably have a wealth of information to inform decision making. The local authority initiates child protection processes in a timely way **but must assure itself multi-agency involvement is considered at the earliest opportunity.**
- 4.9. Our Assurance Check in 2021 found the quality of adult assessments and care and support plans and recording to be varied. This remains the case following this inspection. For many people their voices are heard, and the five areas of assessment are captured in the specialist social care assessment. However, this is not the case in many of the proportionate assessments. In our view many are simply a record of multi-agency triage, communication and decision making rather than an assessment of what matters to the person. **The local authority must review adult assessment documentation to ensure it follows all core statutory requirements as outlined in Part 3 Code of Practice (Assessing the Needs of Individuals).**

- 4.10. When completing social care records, it is important practitioners capture the role of people involved in multi-agency discussion. Many of the proportionate assessments only contained the first names of practitioners. **The local authority must review its recording policy to include robust managerial oversight to ensure all records are maintained appropriately.**

## 5. Partnership and Integration

### Strengths:

- 5.1. We heard consistently positive messages about partnership working from the people we spoke with during our inspection. At a strategic level, senior leaders work together to address cross cutting departmental challenges. One senior manager described their senior management structure as a '*powerhouse*' for getting things done. Externally, we heard about excellent working relationships with the strategic lead in community health services. We saw evidence of partnerships directly benefiting people such as the development of care homes for children in Ceredigion meaning they can remain in their own communities, and the Borth project, a multiagency meeting focusing on getting people the right help and support at the right time.
- 5.2. Operationally, effective integration and collaboration between professionals is evident across teams. Structures are in place which allow for coordinated consideration of requests for care and support in relation to prevention. Integrated working with health services in Porth Gofal Triage and Assessment ensures people can be directed towards the most relevant professional in a timely manner. This promotes holistic consideration of people's circumstances and risks to ensure well informed triage decisions. For example, effective and timely triage and referral for enablement input meant one person could be discharged promptly from hospital and regain independence at home without the need for formal care and support.
- 5.3. Decision making forums, including child protection conferences, are well attended by a range of professionals. Practitioners described engagement in these meetings as 'exceptional' with examples given of paediatricians routinely in attendance. We heard how conference reports are routinely shared, however the sharing of the conference minutes in a timely manner, post conference, needs to improvement. There was evidence of joint working with health in the small number of disabled children files viewed and healthy disagreements between professionals at times.
- 5.4. Schools have many positive partnership arrangements. For example, we saw a clear pathway enabling children who are looked after to access emotional health support through the Emotional Literacy Support Assistant (ELSA) and more general initiatives such as surveys to target specific groups of children and contextual risks around

issues like vaping. There are clearly good partnerships benefiting children between schools and youth workers, school counsellors and inclusion officers.

- 5.5. Social work staff told us the timeliness and quality of partners contributions to assessments is good. We saw examples of effective multi agency partnership working and a commitment to supporting families and maintaining children within their families.
- 5.6. Providers gave positive feedback about their relationships with the commissioning team. They talked about how the tendering process can be challenging, but the local authority is supportive and hold workshops to simplify this and clarify expectations. Providers also said the commissioning team are willing to listen to their opinion and take action to improve issues.

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

- 5.7. There is evidence of practitioners developing professional working relationships with people built on co-operation and a shared understanding of what matters. However, working in partnership with people and carers on co-produced outcomes requires improvement in some service areas. As already mentioned earlier in the report the domains of assessments and principles of 2014 Act need further embedding in practice especially when completing proportionate assessments. At times the support is service led and functional rather than focussing on what matters and the outcomes the person wants to achieve.
- 5.8. Whilst we heard that the vision of the TAW model is understood by partners and stakeholders at the level of the Healthier Ceredigion Board and Regional Partnership Board, we also heard that wider than this communication needs to be improved. We heard how some members of the public had fed back to the local authority that they were unsure of what the Porth's meant or understand what services they represented. **The local authority should review its communication strategy to ensure that their model is understood and accessible.**
- 5.9. Overall providers feel the local authority has been clear about the vision of the TAW model. However now that the restructure has taken place some are unclear of the current situation within some teams. The local authority should consider updating their partners on the current operational arrangements.
- 5.10. Some providers noted the number of agency workers in some teams, which can affect the quality of referrals and when the workers are not based in Ceredigion this has been a barrier to meeting. The local authority should ensure that employing agency staff working outside Ceredigion does not cause any barrier or delay to people receiving support.

## Next Steps

CIW expects the local authority to consider the areas identified for improvement and take appropriate action to address and improve these areas. CIW will monitor progress through its ongoing performance review activity with the local authority. Where relevant we expect the local authority to share the positive practice identified with other local authorities, to disseminate learning and help drive continuous improvement in statutory services throughout Wales.

## Methodology

### Fieldwork

Most inspection evidence was gathered by reviewing the experiences of people through review and tracking of their social care record. We reviewed **42** social care records and tracked **10** of these to understand the person's experience in more depth.

Tracking a person's social care record includes having conversations with the person in receipt of social care services, their family or carers, key worker, the key worker's manager, and other professionals involved.

We also;

- interviewed local authority employees.
- interviewed a range of partner organisations, representing both statutory and third sector.
- held focus groups of children, young people and adults who use the services of the local authority.
- all of the above resulting in CIW engaging with **114** individuals.

In addition we;-

- reviewed staff supervision files
- reviewed compliments and complaints
- reviewed supporting documentation sent to CIW for the purpose of the inspection.
- administered surveys to staff, partner organisations and people

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## Welsh Language

CIW's commitment to provide an active offer of conducting parts of the inspection in Welsh was met. The active offer was required during this inspection.

**Acknowledgements**

CIW would like to thank staff, partners and people who gave their time and contributed to this inspection.

| Theme                   | CIW Ref | Strengths Identified   |
|-------------------------|---------|--|
| People - Voice & Choice | 2.1     | For many people, their voices are heard, and their personal outcomes captured. There were examples of practitioners working collaboratively and consistently with people to support what matters to them. People we spoke with said they had been understood and their voice heard with effective and regular communication. 82% of people who responded to our people survey said they were treated with dignity and respect 'at all times' or 'most of the time' by the local authority.   |
| People - Voice & Choice | 2.2     | People are able to communicate in their preferred language. There was evidence of the active offer being made and managers were confident of adequate numbers of Welsh speaking practitioners to implement the active offer  |
| People - Voice & Choice | 2.3     | We found advocacy is proactively considered and offered, particularly in the context of child protection conferences and reviews for children who are looked after by the local authority. It remains a strength from our previous assurance check in 2021 that these services are readily available. Advocates routinely attend decision making forums to represent children's views. Some children who are looked after told us of difficulties they had at times in accessing support and a lack of transparency about their rights and entitlements. Some of the children felt they were making decisions unaided at key points in their lives. This may be an area in need of further strengthening. In adults there was evidence of people being supported by informal advocates to participate in decisions that affect them. Practitioners in adult's services understand the importance of advocacy. The formal advocacy provider noted that perhaps, at times, they could have been involved at an earlier stage |
| People - Voice & Choice | 2.4     | People are being provided with the opportunity to tailor and manage their own care and support using direct payments. However, in common with other local authorities across Wales recruitment of personal assistants to provide support via direct payments is a challenge. We heard how the service is actively trying to recruit new personal assistants supported by a new website and software system   |
| People - Voice & Choice | 2.5     | Ceredigion has a committed workforce which is responding to an increasing workload both in terms of complexity and volume. 77% of the respondents to our anonymous staff survey reflected these challenges but said they were well supported by colleagues and managers. We also heard how staff valued the accessibility of senior leaders. 74% of staff said their workloads were manageable   |
| People - Voice & Choice | 2.6     | In response to the challenges faced by the local authority when recruiting qualified social workers there is a focus on 'growing our own' from internal staff. We heard how, positively, the local authority has been working closely with Aberystwyth University to try and establish a social work course to train the workforce required for the future. We further note the local authority is carefully considering employing overseas workers. They would want those workers to commit to learning the Welsh language and are mindful of supporting them to integrate into the local culture   |
| People - Voice & Choice | 2.7     | Managers we spoke with expressed confidence they are skilled and supported to lead. The Director of Social Services is currently a temporary appointment. A permanent person is being sought to give the senior leadership team improved stability.  |
| Prevention              | 3.1     | Senior managers fully understand access to early intervention and prevention is key to maintaining well-being and mitigating the demand on managed care services. An area of strength in Ceredigion is the shared strategic commitment to the preventative agenda as evidenced by the transformation to the TAW model. This ensures a focus on prompting people's independence and supporting families to stay together when safe to do so   |
| Prevention              | 3.2     | We saw examples of assessments and child protection conference reports, which were child focused and written in a way the child or young person could engage with and understand. The quality of most reviews for children remains a strength from our previous check in 2021. Minutes are written directly to the child, giving the feeling of a personalised letter. These minutes acknowledge the child's wishes and explain in child-friendly language the outcomes and decisions of their review  |
| Prevention              | 3.3     | Social workers clearly strive to establish meaningful relationships with children and families, with an emphasis on direct work with individual children. We saw examples of social workers playing games with children, colouring with them and playing football to build relationships. We found strong evidence of practitioner reflection, professional curiosity and clear decision making in respect of children and young people  |
| Prevention              | 3.4     | Under the TAW model a range of preventative services have been combined under the umbrella of PCC. The range and capacity of these services, including those provided by the third sector, is undoubtedly a strength which our staff survey indicated is appreciated by the workforce in Ceredigion. We observed well organised meetings to determine which services are best placed to support families. Well-being centres are planned as a 'one stop shop' for services including leisure, housing and youth services. The local authority is currently developing a directory of resources, services and facilities to make the early help offer clearer for staff and the public  |
| Prevention              | 3.5     | We heard, as a commitment to developing community links and supporting the preventative agenda, the local authority has increased the number of Community Connectors, working in a patch-based model, throughout the county, looking to connect people with services, activities and events happening in their locality with the aim of impacting positively on their well being   |
| Prevention              | 3.6     | Despite the high demand and waiting list for occupational therapy assessments we saw some examples of the services ability to respond promptly. This included the provision of some equipment to promote people's independence enabling them to remain living at home for longer.  |
| Prevention              | 3.7     | Assistive technology, including the provision of wrist watches to monitor people's vital health signs and falls, is a key strategy to support early intervention and prevention. We also heard about projects such as PCC giving 'Fitbits' to young people to encourage them to stay active even when they were not engaging directly with services. The local authority is also developing office space to be able to showcase the offer of assistive technology  |

|             |     |   |
|-------------|-----|---|
| Prevention  | 3.8 | Like most local authorities across Wales there is substantial pressures on capacity within the domiciliary care market in Ceredigion. Despite this demand timely hospital discharge continues to be a priority. We saw a focus by the enablement team on effectively supporting people to regain their independence and enabling people to return home in accordance with their wishes.   |
| Well-being  | 4.1 | Safeguarding children and young people is prioritised across the TAW model. Social workers demonstrated a good understanding of the history and current situation of families. We found skilled and competent workers performing well in meeting children and young people's need to be safeguarded. Decision making in relation to significant harm is clear and results in appropriate action   |
| Well-being  | 4.2 | Children are seen by their social worker as often as needed in line with the levels of needs and risks. There is recognition of the impact of poverty on families and financial support regularly provided to support parents to attend contact. We saw practitioners increasing visits, including on weekends, and supporting intensively to proactively reduce safety risks. One parent powerfully described the approach as "understanding, actually supporting me and letting me speak". She also said the conference reports now recognise strengths as well as risks. This supports our findings that risks in child protection are appropriately considered and balanced with the families' strengths  |
| Well-being  | 4.3 | Family Group Conferences are routinely and effectively used to formalise support for parents/carers to safely care for their children. In these cases, good outcomes are often achieved for children. Significant work is being undertaken to maintain children with their parents and, although this was not always possible, we saw good outcomes where children remained with extended family. <b>Positively, we heard how Family Group Conferencing is now being extended to include work with adults, as a reflection of the TAW model.</b>  |
| Well-being  | 4.4 | We saw excellent examples of practitioner analysis and rationale recorded which evidenced an understanding of what was required to help people meet outcomes. Children's views are considered as part of planning and informed social worker analysis on the risk of harm. Recordings highlight strengths as well as detailing the worries and the lived experiences of children. We saw excellent examples of multi-agency risk assessments, using SOS methods and a range of other tools to facilitate direct work.   |
| Well-being  | 4.5 | In relation to adult safeguarding, an area of strength previously, we saw some variation across the social care records reviewed, with most showing timely and effective safeguarding practices aligned with the Wales Safeguarding Procedures (WSP). However, records could be strengthened by consistently evidencing all reasonable steps have been taken to enable the person to participate in the safeguarding process.   |
| Partnership | 5.1 | We heard consistently positive messages about partnership working from the people we spoke with during our inspection. At a strategic level, senior leaders work together to address cross cutting departmental challenges. One senior manager described their senior management structure as a 'powerhouse' for getting things done. Externally, we heard about excellent working relationships with the strategic lead in community health services. We saw evidence of partnerships directly benefiting people such as the development of care homes for children in Ceredigion meaning they can remain in their own communities, and the Borth project, a multiagency meeting focusing on getting people the right help and support at the right time |
| Partnership | 5.2 | Operationally, effective integration and collaboration between professionals is evident across teams. Structures are in place which allow for coordinated consideration of requests for care and support in relation to prevention. Integrated working with health services in Porth Gofal Triage and Assessment ensures people can be directed towards the most relevant professional in a timely manner. This promotes holistic consideration of people's circumstances and risks to ensure well informed triage decisions. For example, effective and timely triage and referral for enablement input meant one person could be discharged promptly from hospital and regain independence at home without the need for formal care and support         |
| Partnership | 5.3 | Decision making forums, including child protection conferences, are well attended by a range of professionals. Practitioners described engagement in these meetings as 'exceptional' with examples given of paediatricians routinely in attendance. We heard how conference reports are routinely shared, however the sharing of the conference minutes in a timely manner, post conference, needs to improvement. There was evidence of joint working with health in the small number of disabled children files viewed and healthy disagreements between professionals at times.  |
| Partnership | 5.4 | Schools have many positive partnership arrangements. For example, we saw a clear pathway enabling children who are looked after to access emotional health support through the Emotional Literacy Support Assistant (ELSA) and more general initiatives such as surveys to target specific groups of children and contextual risks around issues like vaping. There are clearly good partnerships benefiting children between schools and youth workers, school counsellors and inclusion officers  |
| Partnership | 5.5 | Social work staff told us the timeliness and quality of partners contributions to assessments is good. We saw examples of effective multi agency partnership working and a commitment to supporting families and maintaining children within their families.  |
| Partnership | 5.6 | Providers gave positive feedback about their relationships with the commissioning team. They talked about how the tendering process can be challenging, but the local authority is supportive and hold workshops to simplify this and clarify expectations. Providers also said the commissioning team are willing to listen to their opinion and take action to improve issues.  |



| Theme                   | CIW Ref | Area for Improvement  | Owner      | Actions   | Due Date   | RAG | Scrutiny Review 1                                       | RAG      | Final Review and Completion                  | RAG |  |
|-------------------------|---------|---|------------|---|------------|-----|---|----------|--|-----|--|
| People - Voice & Choice | 2.8     | <b>The local authority must ensure people's voice is central to the work they undertake with people.</b>  | DP         | *This will form part of the first year cycle of thematic reviews for the QA Officer, but will be highlighted as part of briefing to managers as part of the report feedback process.  | 30.09.2023 |     | Healthier Communities Scrutiny 22 November 2023         |          | Healthier Communities Scrutiny 11 March 2023 |     |  |
|                         |         |   |            | *Review of recording Policy will be revised to explicitly reference the to record the recognition of the need for a carers assessment and the offer being made.   |            |     |   |          |  |     |  |
|                         |         |   |            | *Establish a Care Experience forum - to co produce the Commissioning of services, Policy development, represented on Interviews for key roles.  |            |     |   |          |  |     |  |
|                         |         |   |            | *Adult Service User Engagement Group to be established  |            |     |   |          |  |     |  |
|                         |         |   | ASE/EJ     | *Extended Support Through Age Engagement Group -sub groups for adults and children<br>*Collaborate with schools to identify and support young carers in education.  |            |     |   |          |  |     |  |
| People - Voice & Choice | 2.9     | <b>The local authority must ensure practitioners consistently comply with the general duty to promote the well-being of the carer, by explicitly offering carers assessments to people to discuss what support they require, with reasons for refusal of an assessment routinely recorded.</b>  | DP         | *This will form part of the first year cycle of thematic reviews for the QA Officer, but will be highlighted as part of briefing to managers as part of the report feedback process.  | 30.09.2023 |     |   |          |  |     |  |
|                         |         |   |            | * Regular reporting on Cares Assessment compliance through the Performance Board by inclusion in Business Plans.  |            |     |   |          |  |     |  |
|                         |         |   |            | * Review all documentation to ensure they reflect the need for a Carers Assessment to be offered<br><b>Donna Pritchard will be the designated Lead Officer whilst the carers development work is undertaken. This role will be handed to Porth Cymorth Cynnar when the Action Plan has progressed sufficiently.</b> |            |     |   |          |  |     |  |
| People - Voice & Choice | 2.10    | <b>The local authority must increase short break provision across the county to help address the well-being needs of parents and carers.</b>  | SH/NL      | *This work is being address as part of the Respite/Care Breaks within the Carers, Community and Ageing Well Steering Group  | 31.03.2024 |     |   |          |  |     |  |
|                         |         |   | NL         | * Eliminating Profits project is focused on recruiting foster carers including short breaks and respite.  |            |     |   |          |  |     |  |
|                         |         |   | NL/ASE     | Ensure that carers are appropriately represented in the approval of respite carer fostering, Supported Lodgings and Shared Lives placements to fully appreciate the needs for the carer. Representation on Panel will also offer reassurance that the child/relative will receive good quality care.                |            |     |   |          |  |     |  |
| People - Voice & Choice | 2.11    | <b>The Director of Social Services Annual Report - This annual report must be published as soon as reasonably practicable after the end of a financial year.</b>  | ASE        | * 2022/23 Report planning has commenced and has been timetabled with Scutiny, Cabinet and Council for publication in October 2023   | 31.10.2023 |     | 31/10/23  | 31/10/23 |  |     |  |
| People - Voice & Choice | 2.12    | <b>The local authority must carefully consider their future workforce strategy to prioritise a sufficient and sustainable workforce, with the capacity and capability to consistently meet statutory responsibilities.</b>  | ASE/GE     | * This is being addressed as part of TAW Recruitment and Retention workstream and being monitored as part of the group in to TAW Programme Board  | 30.09.2023 |     | Healthier Community Scrutiny Committee 22 November 2023 |          |  |     |  |
|                         |         |   |            | * Strategy will be reviewed as part of the revised Workforce Plan   |            |     |   |          |  |     |  |
| People - Voice & Choice | 2.13    | <b>The local authority should ensure robust management oversight of practice and reflective conversations are taking place with sufficient information noted to evidence decision making.</b>   | ASE        | *Comms has been put in place around updated supervision policy, and also highlighted within the QA Framework.   | 30.06.2023 |     |   |          |  |     |  |
|                         |         |   | QA Officer | * Thematic Audit required to allow for full picture to be understood<br>* Recording Policy Needs to be updated  |            |     |   |          |  |     |  |
| People - Voice & Choice | 2.14    | <b>The local authority must ensure it has a competent and confident workforce.</b>  |            | * TNA's are completed every year, and appraisals are also completed. Annual Appraisal will consider all training needs be it mandatory or specialist  | 30.09.2023 |     |   |          |  |     |  |
| People - Voice & Choice | 2.15    | Staff told how they benefited from the support of peers and would welcome more opportunities for face-to-face contact in offices. We heard how arranging in-person meetings for adult and children's services can be a challenge due to lack of suitable facilities. This included child protection conferences when face to face meeting is the family's preference. <b>This is something the local authority should consider.</b> |            | * Office are now open for staff face to face access.  |            |     |   |          |  |     |  |
|                         |         |   |            | * Locations for CP Conferences are limited but available. Team Manager Quality Assurance to complete an audit of available and suitable locations for CP Conferences and present the available options for consideration.   |            |     |   |          |  |     |  |
| People - Voice & Choice | 2.16    | <b>The local authority must implement and embed a robust quality assurance framework.</b>   | ASE        | * The QA Framework consultation has now concluded and the feedback received is being considered and amendments will be made to strengthen the approach where appropriate.   | 30.06.2023 |     |   |          |  |     |  |
|                         |         |   |            | * Quality Assurance Officer post out to advert  |            |     |   |          |  |     |  |
|                         |         |   |            | * Quality Assurance Support Officer out to advert<br>* Development of a thematic audit workplan   |            |     |   |          |  |     |  |

|                         |      |   |                                     |  |            |  |  |  |  |  |
|-------------------------|------|---|-------------------------------------|--|------------|--|--|--|--|--|
| People - Voice & Choice | 2.17 | <b>The local authority must ensure complaints are consistently responded to in accordance with the prescribed timescales in the "The Social Services Complaints Procedure (Wales) Regulations 2014", and lessons learned from responding to complaints drive improvements.</b>  | ASE                                 | * Develop a tracker for all Social Service Complaints to be reviewed as part of regular CLO meetings with the Complaints Manager to review responses and ensure that there is adherence to timescales from all perspectives. The review meetings will take place on a fortnightly basis.   | 30.06.2023 |  |  |  |  |  |
|                         |      |   |                                     | * Ownership of the tracker will rest with the Statutory Director of Social Services in partnership with Complaints Manager.  |            |  |  |  |  |  |
|                         |      |   |                                     | * QA Officer will be in a position to gather and implement learning from complaints via lessons learned log linking with L&D, and Policy Review  |            |  |  |  |  |  |
| Prevention              | 3.9  | <b>The local authority must review its current arrangement to ensure people consistently receive a timely response when they contact them.</b>  |                                     | * Revisit protocol between Clic and Porth Gofal Triage and Social Work Teams to ensure access to case holder   | 30.09.2023 |  |  |  |  |  |
|                         |      |   |                                     | * Need to ensure feedback to referrers at point of decision  |            |  |  |  |  |  |
|                         |      |   |                                     | * Need to identify thematic QA for process.  |            |  |  |  |  |  |
| Prevention              | 3.10 | <b>The local authority must take the required action to ensure compliance with timescales for statutory reviews and ensure all relevant professionals are invited to contribute, as it is missing the opportunity to assure itself resources are being used to best effect.</b>   | ASE                                 | * Develop a specific action plan and program of work to resolve backlog  | 30.06.2023 |  |  |  |  |  |
| Prevention              | 3.11 | <b>The local authority should continue to work strategically and operationally with its partners to look for solutions to alleviate the situation.</b>  | DP                                  | * Working group already established and tendering process is being reviewed  | 30.06.2023 |  |  |  |  |  |
| Prevention              | 3.12 | <b>The local authority should engage with people experiencing sensory loss to hear their voice to influence the development of services.</b>  | HW                                  | * Assistive Technology and Equipment workstream is focused on the Sensory Service with a view to redesigning service   | 31.03.2024 |  |  |  |  |  |
| Prevention              | 3.13 | <b>The local authority must ensure it understands the high re-referral rate, so leaders can assure themselves about the appropriateness of closures/signposting and demonstrate clear evidence of management oversight.</b>   | TJ                                  | * This will form part of the first year cycle of thematic reviews for the QA Officer, but is also currently being analysed as part of the ongoing monitoring of the Children's Porth Gofal Triage and Assessment process. The re-referral statistic was identified prior to the inspection.  | 31.03.2024 |  |  |  |  |  |
| Prevention              | 3.14 | <b>The local authority must assure itself the discharge of care orders is prioritised.</b>  | ASE                                 | * Already forms part of the CLA Strategy and incorporates a clear plan to support the reduction or prevention of children becoming accommodated by the local authority. Early Intervention services are key to prevention.   | 30.06.2023 |  |  |  |  |  |
|                         |      |   |                                     | * Currently 10 children being explored for revocation.   |            |  |  |  |  |  |
| Prevention              | 3.15 | <b>Fostering recruitment should continue to be prioritised.</b>   | NL                                  | * Foster Care recruitment is being progressed as part of the Children's Steering Group and Eliminating Profit work. There has been further additional funding allocated to Ceredigion through Foster Wales (02.05.2023) to strengthen and develop the foster carer infrastructure. Work has already started on the Fostering integration with MyAccount which will support the recruitment process to help the wider daily report functionality to free up capacity. | 30.06.2023 |  |  |  |  |  |
|                         |      |   |                                     | * Foster Carer Engagement Plan in place to allow for the sharing of innovative ideas between officers and foster carers.   |            |  |  |  |  |  |
| Prevention              | 3.16 | There are mixed views from third sector providers about partnership working with some expressing the opinion that there could be more recognition of what services there are and more done to coordinate them at a strategic level. The local authority may benefit from carrying out a mapping exercise to understand the variety of third sector services with the aim of facilitating greater collaboration.               |                                     | * Contracts Panel has been put in place to monitor the quality and effectiveness of contracts and determine whether value for money is being achieved.   | 30.06.2023 |  |  |  |  |  |
|                         |      |   |                                     | * This needs to form part of the 3rd sector grants review, with a view of rationalisation of funding. The work of the Contacts Panel will assist in gathering this information for rationalisation.  |            |  |  |  |  |  |
| Prevention              | 3.17 | <b>The local authority must ensure plans are updated in line with statutory standards.</b>  | ASE                                 | * Clients Service Strategies should also determine the need for services   | 30.09.2023 |  |  |  |  |  |
|                         |      |   |                                     | * Need to understand the issues that are causing timescales to drift, what is contained in the IRO monitoring reports, is whether this still the case now that Innovate are in place. Will review following Q4 data reporting to analyse the performance.  |            |  |  |  |  |  |
| Well-being              | 4.5  | In relation to adult safeguarding, an area of strength previously, we saw some variation across the social care records reviewed, with most showing timely and effective safeguarding practices aligned with the Wales Safeguarding Procedures (WSP). However, records could be strengthened by consistently evidencing all reasonable steps have been taken to enable the person to participate in the safeguarding process. | EU/ASE                              | * Protocol required for Personal Advisors to improve timescales for care leaver Pathway Plans.   | 30.06.2023 |  |  |  |  |  |
|                         |      |   |                                     | An end to end review of current practice will take place to assess effectiveness of current practice and identify any areas that need to be strengthened to encourage participation of the person at risk.   |            |  |  |  |  |  |
| Well-being              | 4.6  | <b>The local authority should review current arrangements to ensure the outcome of referrals are shared with the reporter and that minutes are shared with attendees in a timely manner.</b>  | TJ and all decision making managers | Need to ensure referers are notified at point of decision within Porth Gofal Triage and feedback is recorded.  | 30.06.2023 |  |  |  |  |  |

|             |      |  |  |  |            |  |  |  |  |
|-------------|------|--|--|--|------------|--|--|--|--|
|             |      |  | ASE/EU                                 | Need to ensure that minutes are approved in a timely manner and circulated as required within good practice guidelines.  |            |  |  |  |  |
| Well-being  | 4.7  | <b>The local authority must ensure there is robust oversight of safeguarding practice to assure itself of compliance with the WSP.</b>   | TJ                                     | Develop reporting suite, also need to focus on backlog of case closures  |            |  |  |  |  |
| Well-being  | 4.8  | <b>The local authority initiates child protection processes in a timely way but must assure itself multi-agency involvement is considered at the earliest opportunity.</b>   | ASE/EU                                 | Needs to be reviewed   |            |  |  |  |  |
| Well-being  | 4.9  | <b>The local authority must review adult assessment documentation to ensure it follows all core statutory requirements as outlined in Part 3 Code of Practice (Assessing the Needs of Individuals).</b>  | All managers will input into the audit | Undertake a thematic audit of strategy discussions and meetings to understand attendance levels in line with statutory timescales.   | 30.06.2023 |  |  |  |  |
| Well-being  | 4.10 | <b>The local authority must review its recording policy to include robust managerial oversight to ensure all records are maintained appropriately.</b>   | EU/QA Officer                          | * This work will be addressed as part of the QA Framework and thematic audits. A document review is taking place under the Signs of Safety development programme.  | 30.09.2023 |  |  |  |  |
| Partnership | 5.7  | There is evidence of practitioners developing professional working relationships with people built on co-operation and a shared understanding of what matters. However, working in partnership with people and carers on co-produced outcomes requires improvement in some service areas. As already mentioned earlier in the report the domains of assessments and principles of 2014 Act need further embedding in practice especially when completing proportionate assessments. At times the support is service led and functional rather than focussing on what matters and the outcomes the person wants to achieve. | EU/QA Officer                          | *Policy review is to form part of the role of the QA Officer<br>*General comms to managers regards the outcome of the inspection and areas of learning via workshops   | 30.09.2023 |  |  |  |  |
| Partnership | 5.8  | <b>The local authority should review its communication strategy to ensure that their model is understood and accessible.</b>   | All managers will input into the audit | Thematic audits will be conducted in order to measure input of families to their plans, and the proportionality of assessments.  |            |  |  |  |  |
| Partnership | 5.9  | Overall providers feel the local authority has been clear about the vision of the TAW model. However now that the restructure has taken place some are unclear of the current situation within some teams. The local authority should consider updating their partners on the current operational arrangements.  |  | Link to Comms Workstream - Website development   | 30.09.2023 |  |  |  |  |
| Partnership | 5.10 | Some providers noted the number of agency workers in some teams, which can affect the quality of referrals and when the workers are not based in Ceredigion this has been a barrier to meeting. The local authority should ensure that employing agency staff working outside Ceredigion does not cause any barrier or delay to people receiving support.  |  | * Comms Plan to be updated, to ensure stakeholders are aware of new structure and the roles of teams and services within the model. The update of the website will assist in this area. We will give consideration to facilitating a workshop across the TAW for third sector providers. |            |  |  |  |  |
|             |      |  | CM's                                   | Terms of reference will be reviewed for all Through, Age, Care and Wellbeing meetings and agreeing to the ongoing approach to hybrid meetings.   |            |  |  |  |  |

Carer assessment offer and support plans  
Voice - young carers, adult victims of alleged abuse  
Re-referrals



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## Cyngor Sir CEREDIGION County Council

**REPORT TO:** Healthier Communities Scrutiny  
**DATE:** 24 May 2023  
**LOCATION:** Hybrid/Council Chamber  
**TITLE:** National Collaborative Arrangements for Welsh (local authority) Adoption and Fostering services

### **PURPOSE OF REPORT:**

1. To update on the proposals for developing the governance and enabling for the National Adoption Service for Wales as it assumes responsibility for Foster Wales.
2. To achieve agreement to signing the Joint Committee Agreement for the proposed Joint Committee.
3. To seek agreement to progress through the governance processes

### **REASON SCRUTINY HAVE REQUESTED THE REPORT:**

The compilation of this report is to provide the underlying context and information required to agree to signing the agreement.

### **BACKGROUND:**

The National Adoption Service has been in existence since 2014 and has enabled significance change and improvement in adoption services across Wales. Its structure and governance through national, regional and local arrangements were agreed by all councils at that time; a review in 2018 led to proposals to streamline governance and improve accountability. Some of these e.g. creating a Combined Governance Board (bringing together the Advisory Group and Governance Board required by the legislation) and a new Partnership Agreement to replace the original functional model have been already implemented.

The establishment of Foster Wales provides the opportunity to join the arrangements for adoption and fostering into one directorate operationally and the governance for both activities to be joined.

### **WELLBEING OF FUTURE GENERATIONS:**

**Has an Integrated Impact Assessment been completed? No  
If, not, please state why**

**Summary:**

There are no changes to existing services with no difference in impact to the community.

**Long term:**

**Integration:**

**Collaboration:**

**Involvement:**

**Prevention:**

**RECOMMENDATION:**

To seek agreement that the Ceredigion signs the Joint Committee Agreement for the National Adoption Service and Foster Wales.

This paper progresses through the full governance processes to be fully endorsed.

**REASON FOR RECOMMENDATION:**

Agreeing these proposals and signing the Joint Committee Agreement will put the Ceredigion County Council's cooperation in these collaborative arrangements on a formal basis as well as clarifying roles and responsibilities for the hosting of and delivery of national functions which support and enable local authority delivery of their adoption and fostering responsibilities.

**Contact name: Audrey Somerton-Edwards,**

**Designation: Interim Corporate Lead Officer, Porth Cynnal and Interim Statutory Director of Social Services**

**Date of Report: 18 April 2023**

**Acronyms: None used**



# Healthier Communities Scrutiny Report

24 May 2023

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## National Collaborative Arrangements for Welsh (local authority) Adoption and Fostering services

### National Adoption Service for Wales and Foster Wales – Enhancing Governance, Leadership and Enabling

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#### Reason for this Report

1. To update on the proposals for developing the governance and enabling for the National Adoption Service for Wales as it assumes responsibility for Foster Wales
2. To achieve agreement to signing the Joint Committee Agreement for the proposed Joint Committee

#### Background

3. The National Adoption Service has been in existence since 2014 and has enabled significant change and improvement in adoption services across Wales. Its structure and governance through national, regional and local arrangements were agreed by all councils at that time; a review in 2018 led to proposals to streamline governance and improve accountability. Some of these e.g. creating a Combined Governance Board (bringing together the Advisory Group and Governance Board required by the legislation) and a new Partnership Agreement to replace the original functional model have been already implemented.
4. Legal advice obtained by the Welsh Local Government Association (WLGA) determined that in order for NAS to operate effectively on behalf of all 22 Welsh authorities, and for there to be a robust hosting arrangement with the host authority for the national and enabling functions (Cardiff), co-operation between Welsh local authorities needed to be put on a formal footing. The preference of the WLGA and the Association of Directors of Social Services Cymru (ADDSC) was that this should be through a Joint Committee. Work on a National Joint Committee, to give proper effect to the co-operation and oversight from all 22 local authorities, has continued and is ready for implementation.
5. Since 2015, the National Adoption Service Director and central team has been supporting the work of the National Fostering Framework (NFF) to create a similar national, regional and local collaborative arrangement to improve Welsh fostering services albeit not through the creation of a

national fostering service. Foster Wales has now emerged from the NFF and will support a defined range of fostering functions linked to recruitment and retention of local authority foster carers. Throughout this time, the WLGA and ADSS-C as lead bodies wanted the national functions for fostering to be linked to the National Adoption Service national functions to reduce duplication and costs as well as to maximise resilience, flexibility and longevity across both functions.

6. The proposed Joint Committee and the agreement underpinning it have been extended to include Foster Wales as has the capacity and functions for national co-ordination and enabling through a combined Central Team. The linking to the Joint Committee is critical for Foster Wales given the lack of a legislative basis for such co-operation for fostering services.

### **Governance - Establishment of a Joint Committee**

7. The proposed governance structure is presented diagrammatically and with a narrative in Appendix one. The national Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers for the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be comprised of Council Members meeting twice yearly.
8. WLGA lawyers have drafted a Joint Committee legal Agreement to be signed by all 22 local authorities; this is now ready to progress and is available alongside this report. This also contains a formal Scheme of Delegation and provision for the formal agreement with the host local authority for national functions.
9. The Joint Committee will provide the mechanism for all Welsh local authorities to discharge an executive and oversight role for NAS and FW. It will approve / receive:
  - The Annual Report of NAS and of Foster Wales;
  - The annual programme of work for the NAS and for Foster Wales;
  - The budget for the office of the Director and national work for NAS and for FW; and
  - The agreement, and any changes to the agreement, for the host authority support of the office of the Director and national work for NAS and FW.

For the National Adoption Service only it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions.

### **Enabling - National infrastructure**

10. A functional structure is proposed which, below the Director, has separate lead functions for adoption and fostering but a combined

business and enabling function supporting both. The range of functions that will be carried out is described in Appendix Two with a staffing structure of 9.5 f.t.e. staff (incl. Director.)

11. The core funding for the national functions for the National Adoption Service and Foster Wales is provided from a top slice of the Revenue Support Grant made available through the WLGA. This allocation, currently £473k per annum for adoption and £400k per annum for fostering, is subject to the agreement of the relevant WLGA committee periodically. Foster Wales has been awarded Welsh Government grant funding up to the end of March 2023 to fund specific purposes, this is £573 for 2021/22 reducing by a small amount for 2022/23. Although Welsh Government investment is available to adoption this is fully utilised for direct service delivery through the regional structure. There are resources in both the Foster Wales WLGA allocation and the Foster Wales Welsh Government grant aid that part fund posts on a regional basis to directly support local authority activities.
12. The total cost of the proposed national structure is £586,384 for 2021/22 salary rates. Total available core budget across NAS and Foster Wales for 2021/22 is circa £1,449,000 albeit that over half the Foster Wales funding stream is subject to WG grant conditions for specific purposes as indicated above.
13. The structure is affordable up to the end of the Welsh Government Grant period (31.03.23) but there are pressures on staffing and operating budgets for both NAS and Foster Wales beyond that. The financial pressures have been flagged with Welsh Government, but work is commencing to consider how to resolve this beyond the current grant aid period. Resolving this will require the commitment of both Local Government and Welsh Government.
14. The proposals outlined are being progressed in order to formalise and consolidate the existing position of the Central Team in respect of the work it is currently doing for the National Adoption Service and for Foster Wales. This will allow both collaborative arrangements to continue to function and meet agreed plans and commitments in the short to medium term.

### **Engagement of stakeholders**

15. Local authority members have been kept informed throughout via the WLGA, most recently, during September 2021 via the Cabinet Members (social care and health) Network and the WLGA Council.
16. The National Adoption Service Governance Board, the Foster Wales Lead Heads of Children's Services and Social Services Directors via ADSSC have agreed these proposals in principle.
17. The proposals have been informed by and developed with the full engagement of these key stakeholder groups.

### **Financial Implications**

18. As outlined above, funding for the governance arrangements and central / national leadership and enabling, is provided from the WLGA via a top slice of the Rate Support Grant plus grant funding from the Welsh Government. There is no expectation that individual councils will incur additional costs in relation to these functions.

### **Legal Implications**

19. Individual local authorities remain legal responsible and accountable for the provision and adoption and fostering services. In respect of adoption services, the legal provisions outlined in paragraph 20 below require adoption responsibilities to be delivered in accordance with the arrangements for the National Adoption Service.
20. The legal basis underpinning the National Adoption Service is contained in section 3A of the Adoption and Children Act 2002 [which was inserted by the Social Services and Well Being (Wales) Act 2014] and the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015. These set out in detail expectations on local authorities to co-operate at regional and national level to deliver and improve adoption services. They do not, however, contain provisions that explicitly create a mechanism that gives proper legal effect to the co-operation at national level or for the agreement with one local authority to host the national functions. The Joint Committee, and the Agreement that will accompany it, will put this on a formal legal footing as well as providing greater clarity and certainty for all authorities, the WLGA as well as the National Adoption Service and Foster Wales.
21. There are no regulations underpinning Foster Wales so the Joint Committee will provide the basis for the co-operation that is needed so it can operate as proposed.

### **Reason for Recommendation**

22. Agreeing these proposals and signing the Joint Committee Agreement will put the Ceredigion's cooperation in these collaborative arrangements on a formal basis as well as clarifying roles and responsibilities for the hosting of and delivery of national functions which support and enable local authority delivery of their adoption and fostering responsibilities.

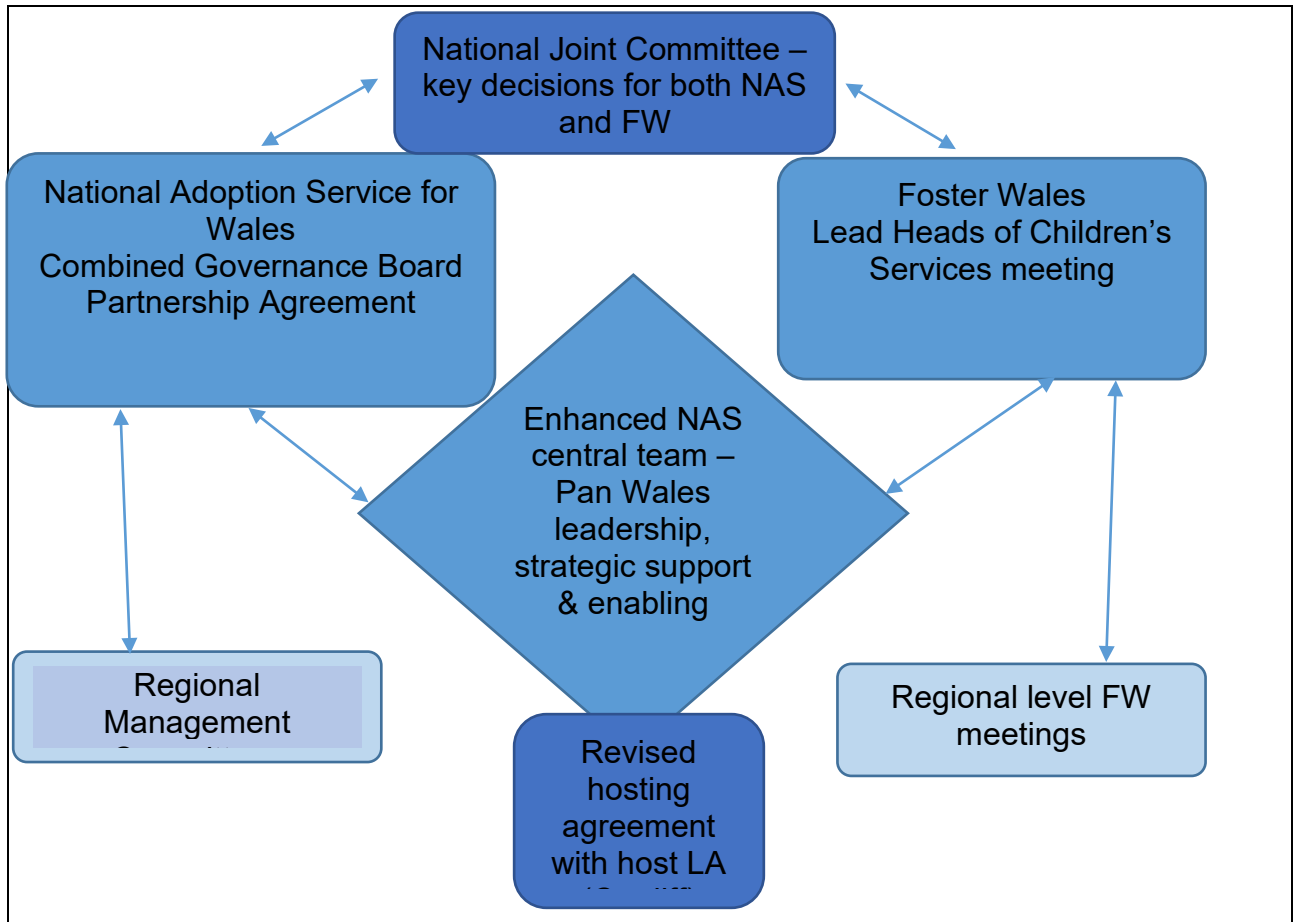
### **RECOMMENDATIONS**

The recommendation is to:

1. Agree that the authority signs the Joint Committee Agreement for the National Adoption Service and Foster Wales

Note: A copy of the Joint Committee Agreement is included.

**Governance**



**WLGA Joint Committee (all 22 LA’s) over-sees NAS & Foster Wales:**

The Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers with reference to the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be underpinned by a legal agreement (Joint Committee Agreement) and be comprised of Council Members. Its role will be to oversee the work of NAS and Foster Wales and specifically approve / receive the below:

- The Annual Reports of NAS and of Foster Wales;
- The annual programmes of work for the NAS and for Foster Wales;
- The budget/s for the office of the Director and the national work of NAS and for Foster Wales; and
- The agreement, and any changes required, for the host LA support of the office of the Director to enable it to facilitate the work of NAS and FW.

For NAS only it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions.

**NAS - National level - Combined Governance Board (CGB)**

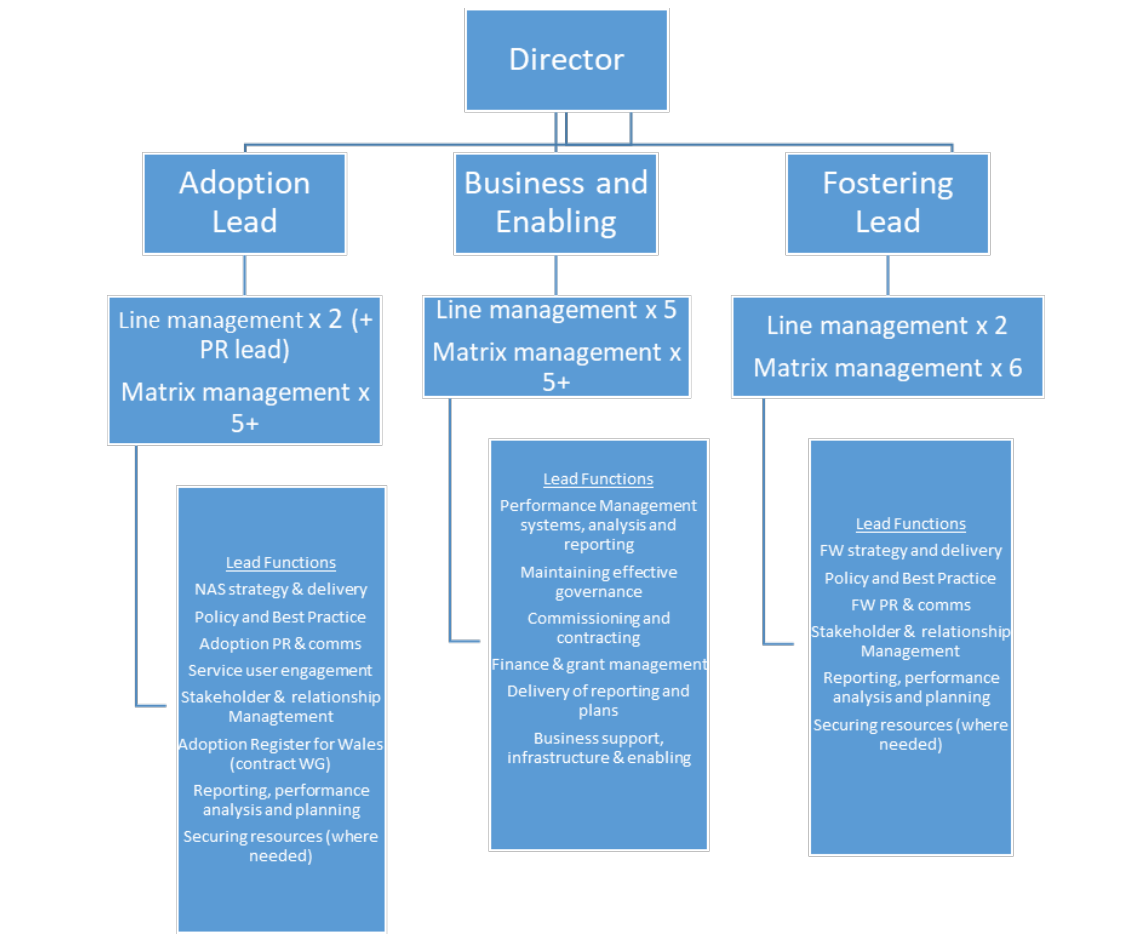
Provides strategic direction and decision making to facilitate the delivery and

**Foster Wales - National level - Lead Heads of Children’s Services meeting**

Provides strategic direction and decision making in relation to the agreed national

|  |   |
|--|---|
| <p>improvement of adoption services in Wales through the National Adoption Service arrangements in line the Senedd Directions and its Terms of Reference.</p>  | <p>and regional functions of Foster Wales on behalf of Welsh local authorities in line with its Terms of Reference.</p>   |
| <p><b><u>NAS – regional / LA level - Regional Management Boards &amp; VAA’s Boards</u></b></p> <p>Each region is made up of specified local authority areas, set out in the Directions and overseen by Regional Management Boards (RMB’s). Primary role is to coordinate adoption activities at the regional level and to implement decisions and strategies from the national Governance Board; may also have roles determined by their legal agreement. Plus VAA equivalent.</p> | <p><b><u>Foster Wales - regional / LA level - Regional HoS meeting</u></b></p> <p>These are now in place and may be a specific FW meeting or included in the agenda of pre-existing HoS or HoS &amp; DSS regional meetings.</p> |

Central team – leadership and enabling



1,901 words



DATED

2022

- (1) BLAENAU GWENT COUNTY BOROUGH COUNCIL
  - (2) BRIDGEND COUNTY BOROUGH COUNCIL
  - (3) CAERPHILLY COUNTY BOROUGH COUNCIL
  - (4) THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF
  - (5) CARMARTHENSHIRE COUNTY COUNCIL
  - (6) CEREDIGION COUNTY COUNCIL
  - (7) CONWY COUNTY BOROUGH COUNCIL
  - (8) DENBIGHSHIRE COUNTY COUNCIL
  - (9) FLINTSHIRE COUNTY COUNCIL
  - (10) GWYNEDD COUNTY COUNCIL
  - (11) ISLE OF ANGLESEY COUNTY COUNCIL
  - (12) MERTHYR TYDFIL COUNTY BOROUGH COUNCIL
  - (13) MONMOUTHSHIRE COUNTY COUNCIL
  - (14) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
  - (15) NEWPORT CITY COUNCIL
  - (16) PEMBROKESHIRE COUNTY COUNCIL
  - (17) POWYS COUNTY COUNCIL
  - (18) RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL
  - (19) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA
  - (20) TORFAEN COUNTY BOROUGH COUNCIL
  - (21) VALE OF GLAMORGAN COUNCIL
  - (22) WREXHAM COUNTY BOROUGH COUNCIL
- and
- (23) THE WELSH LOCAL GOVERNMENT ASSOCIATION

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**AGREEMENT FOR THE ESTABLISHMENT OF A JOINT COMMITTEE FOR THE  
NATIONAL ADOPTION SERVICE**

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**Geldards**  
law firm

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**BETWEEN:**

- (1) Blaenau Gwent County Borough Council of Municipal Offices, Civic Centre Ebbw Vale NP23 6XB ("Council")
- (2) Bridgend County Borough Council of Civic Offices, Angel Street, Bridgend CF31 4WB ("Council")
- (3) Caerphilly County Borough Council of Ty Penallta, Tredomen Park, Ystrad Mynach Hengoed CF82 7PG ("Council")
- (4) The County Council of the City and County of Cardiff of County Hall, Atlantic Wharf, Cardiff CF10 4UW ("Council")
- (5) Carmarthenshire County Council of County Hall, Carmarthen, Carmarthenshire SA31 1JP ("Council")
- (6) Ceredigion County Council of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion SA46 OPA ("Council")
- (7) Conwy County Borough Council of Bodlondeb, Bangor Road, Conwy LL32 8DU ("Council")
- (8) Denbighshire County Council of County Hall, Wynnstay Road, Ruthin LL15 1YN ("Council")
- (9) Flintshire County Council of County Hall, Mold CH7 6NB ("Council")
- (10) Gwynedd Council of Council Offices, Shirehall Street, Caernarfon LL55 1SH ("Council")
- (11) Isle of Anglesey County Council of Council Offices, Llangefni, LL77 7TW ("Council")
- (12) Merthyr Tydfil County Borough Council of Civic Centre, Merthyr Tydfil CF47 8AN ("Council")
- (13) Monmouthshire County Council of PO Box 106, Caldicot NP26 9AN ("Council")
- (14) Neath Port Talbot County Borough Council of Port Talbot Civic Centre, Port Talbot SA13 1PJ ("Council")
- (15) Newport City Council of Civic Centre, Godfrey Road, Newport NP20 4UR ("Council")
- (16) Pembrokeshire County Council of County Hall, Haverfordwest, Pembrokeshire SA61 1TP ("Council")
- (17) Powys County Council of Powys County Hall, Spa Road East, Llandrindod Wells, Powys LD1 5LG ("Council")
- (18) Rhondda Cynon Taf County Borough Council of The Pavilions, Cambrian Park, Clydach Vale, Tonypany CF40 2XX ("Council")

- (19) The Council of the City and County of Swansea of Civic Centre, Oystermouth Road, Swansea SA1 3SN ("Council")
- (20) Torfaen County Borough Council of the Civic Centre, Pontypool, Torfaen NP4 6YB ("Council")
- (21) Vale of Glamorgan Council of Civic Offices, Holton Road, Barry, Vale of Glamorgan CF63 4RU ("Council")
- (22) Wrexham County Borough Council of The Guildhall, Wrexham LL11 1AY ("Council")

(collectively referred to as "the Councils" for the purposes of this Agreement) and

- (23) Welsh Local Government Association of One Canal Parade, Dumballs Road, Cardiff CF10 5BF("WLGA"); and

**WHEREAS:**

- A The parties to this Agreement have agreed to enter into this Agreement in order to provide a framework for the Councils to give effect to the obligations and arrangements for the Specified Functions set out by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 ("the Directions") made by the Welsh Ministers in exercise of their powers under section 3A of the Adoption and Children Act 2002 and to document and regulate their respective rights and obligations to each other in that regard. The Agreement also provides a framework for the parties to give effect to the co-ordination of identified foster service functions across Wales.
- B The Councils have agreed to establish and to participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
- C This Agreement sets out the arrangements in relation to the manner in which the Councils will work together and use the Joint Committee to deliver the Specified and Agreed Functions.
- D The Councils have agreed that the Director of Operations shall be responsible for the day to day management of the delivery of the Specified and Agreed Functions.
- E The Councils have entered into this Agreement in reliance on the powers of Welsh local authorities under:
  - (i) sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;
  - (ii) the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;
  - (iii) the incidental powers in section 111 of the Local Government Act 1972, and

- (iv) all other powers them so enabling.
- F The Councils have each taken decisions compliant with the requirements of their respective constitutions to participate in the Joint Committee and enter into this Agreement.
- G The Parties to the Agreement have agreed to comply with the requirements of this Agreement to enable the Director of Operations to fulfil their legal obligations.

**IT IS AGREED AS FOLLOWS:**

**1. Interpretation**

1.1 The following definitions and rules of interpretation apply in this Agreement:

| <b>Term here</b>                       | <b>Definition here</b>  |
|--|---|
| <b>“Agreed Functions</b>               | the functions relating to fostering to be discharged by the Joint Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers |
| <b>“Assets”</b>                        | any tangible assets or property acquired, leased, licensed, loaned or purchased as required by the Host Council or another Council for the administration of this Agreement;  |
| <b>“Business Day”</b>                  | any day other than a Saturday or Sunday or a public or bank holiday in Wales;   |
| <b>Combined Governance Board</b>       | the group established in accordance with clause 4 to comply with the requirements of the Directions;  |
| <b>“Commencement Date”</b>             | the date of this Agreement or such later date as the Councils, by resolution of each them, agree;   |
| <b>“Conflict of Interest Protocol”</b> | The protocol agreed by the Combined Governance Board as required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions   |

|  |  |
|--|--|
|  | 2015 for identifying and avoiding conflicts of interests;  |
| <b>“Constitution of the Joint Committee”</b> | the constitution set out at Schedule 1 to this Agreement;  |
| <b>“Council”</b>                             | each of Blaenau Gwent County Borough Council, Bridgend County Borough Council, Caerphilly County Borough Council, the County Council of the City and County of Cardiff, Carmarthenshire County Council, Ceredigion County Council, Conwy County Borough Council, Denbighshire County Council, Flintshire County Council, Gwynedd Council, Isle of Anglesey County Council, Merthyr Tydfil County Borough Council, Monmouthshire County Council, Neath Port Talbot County Borough Council, Newport City Council, Pembrokeshire County Council, Powys County Council, Rhondda Cynon Taf County Borough Council, City and County of Swansea Council, Torfaen County Borough Council, Vale of Glamorgan Council, Wrexham County Borough Council and “Councils” shall be construed accordingly; |
| <b>Data Protection Legislation</b>           | all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;   |
| <b>“Director of Operations”</b>              | the person employed by the Host Council in compliance with the Directions with day to day responsibility for leadership, co-ordination of the service as a whole as well as delivery of national functions   |
| <b>“Directions”</b>                          | The Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015;  |

|                                       |  |
|---------------------------------------|--|
| <b>“Exempt Information”</b>           | any information or class of information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation;   |
| <b>“Financial Memorandum”</b>         | the approach to financial and accounting matters agreed by the Councils as set out at Schedule 4 to this Agreement;  |
| <b>“FOI Legislation”</b>              | the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;  |
| <b>Foster Wales</b>                   | The collaborative endeavour agreed by local government to deliver and improve certain fostering functions through national and regional leadership and enabling.   |
| <b>“Governance Board”</b>             | the board which the Councils are required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 to establish to provide national oversight of regional collaboration on adoption services;. Since 2019 this function is managed through the Combined Governance Board  |
| <b>“Host” and “Host Council”</b>      | the Council appointed as Host Council in accordance with clause 7 of this Agreement;   |
| <b>“IP Material”</b>                  | the Intellectual Property in the Material;   |
| <b>“Information Request</b>           | a request for information under FOI Legislation;   |
| <b>“Intellectual Property Rights”</b> | patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all |



|                                    |   |
|------------------------------------|---|
|                                    | <p>applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;</p>   |
| <b>“Joint Committee”</b>           | <p>a committee of elected members from the Councils which will be responsible for ensuring and overseeing the delivery of the Specified and Agreed Functions in Accordance with the Directions and with a view to securing their more economical, efficient and effective discharge;</p>  |
| <b>“Material”</b>                  | <p>all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement unless before the first use or supply the Council notifies the other Councils that the data or text supplied is not to be covered by this definition;</p>   |
| <b>“National Adoption Service”</b> | <p>The adoption services and functions delivered collectively by the Joint Committee, the Regional Collaboratives, the Councils and partners;</p>   |
| <b>“Personal Data”</b>             | <p>Personal data as defined in the Data Protection Legislation;</p>   |
| <b>“Powers”</b>                    | <p>The powers of Welsh local authorities under:</p> <p>sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;</p> <p>the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;</p> |

|                                  |  |
|----------------------------------|--|
|                                  | <p>the incidental powers in section 111 of the Local Government Act 1972,</p> <p>the powers in section 1 of the Local Authorities (Goods and Services) Act 1970 and section 25 of the Local Government (Wales) Act 1994 to provide services;</p> <p>all other powers them so enabling;</p> |
| <b>“Proportionate Basis”</b>     | <p>in accordance with the relevant proportion for each Council by reference to their respective percentage contribution as set out in the Financial Memorandum</p>   |
| <b>“Regional Collaboratives”</b> | <p>the groupings of the Councils as set out in Schedule to the Directions for the purpose of collaboration on adoption services;</p>   |
| <b>“Secondment Agreement”</b>    | <p>an agreement made between the Councils for the secondment of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;</p>   |
| <b>“Section 151 Officer”</b>     | <p>the officer designated by a local authority as the person responsible for the proper administration of its financial affairs as required by section 151 of the Local Government Act 1972;</p>   |
| <b>“Hosting Agreement”</b>       | <p>an agreement made between the Councils pursuant to this Agreement relating to arrangements for the provision of specified support by the Host Council to assist the Joint Committee to discharge the Specified and Agreed Functions delegated to it pursuant to this Agreement;</p>     |
| <b>“Services”</b>                | <p>the Services to be provided on behalf of the Councils pursuant to the discharge of the Specified and Agreed Functions being set out at Schedule 5</p>   |
| <b>“Specified Functions”</b>     | <p>the functions relating to adoption to be discharged by the Joint</p>  |

Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers;

**“Staff Transfer Agreement”**

an agreement made between the Councils for the transfer of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;

- 1.2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed in accordance with the Interpretation Act 1978.
- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.5 A reference in this Agreement to any clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or schedule to this Agreement.
- 1.6 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.7 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as “eiusdem generis” shall not apply.
- 1.8 The schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules.
- 1.9 References to “the parties” shall be to the parties to this Agreement.

**2. Aims of Joint Discharge of Functions**

2.1 The aims of the joint discharge of the Specified Functions relating to adoption services under the provisions of this Agreement are:

- (a) The consistent delivery of high quality adoption services throughout Wales.

- (b) Keeping delay to a minimum in the placement of children for adoption.
- (c) Ensuring the widest choice possible of placements for adoption of children.
- (d) Ensuring that high quality and timely training and assessment for prospective adopters is consistently available.
- (e) Improving the process of matching children with prospective adopters.
- (f) The streamlining of adoption processes and improved liaison between social workers involved in adoption cases.
- (g) Keeping adoption breakdown to a minimum by the provision of adoption support services according to assessed need.
- (h) Collaborative working between local authorities, registered adoption societies, NHS local health boards and NHS Trusts and education services.

2.2 The aims of the joint discharge of the Agreed Functions relating to fostering are:

- (a) To support the strategic oversight of Foster Wales.
- (b) To consider the implications at local and regional level arising from the transition to Foster Wales.
- (c) To consider the development needs of services at local, regional, and national level.
- (d) To seek and support solutions to overcome barriers and challenges.
- (e) To continue to develop and maintain collaboration across local authority fostering.
- (f) To consider reports presented, agree actions, make decisions, and monitor progress.
- (g) To consider performance reports and monitor KPIs as identified and agreed.
- (h) To make recommendations for future areas of work programme development.

2.3 The Director of Operations and a central team of staff to support the Director of Operations are employed by the Host Council to fulfil a range of functions related to leadership, management and oversight of the National Adoption Service. The functions of the Director of Operations and central team include:

- (a) Providing leadership to set the direction for the National Adoption Service including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.

- (b) Reviewing progress including analysis of performance data and service information from the regions and Registered Adoption Agencies (otherwise known as Voluntary Adoption Agencies (VAA's's).
  - (c) Providing annual and mid-year reports each year for agreement by the Combined Governance Board, endorsed by the Joint Committee and submission to Welsh Ministers as well as to WLGA and the Association of Directors of Social Services Cymru where required.
  - (d) Providing specific functions nationally to support and enable National Adoption Service operations (currently as below).
  - (e) Establishing and maintaining a website for the National Adoption Service for Wales.
  - (f) Management of the Adoption Register for Wales (under contract from Welsh Government).
  - (g) Commissioning and contracting national contracts to support service delivery functions and support.
  - (h) Maintaining arrangements for service user engagement across Wales.
  - (i) Leadership, matrix management oversight, advice and support to regions and VAA's.
  - (j) Promotion of best practice and a culture of continuous improvement throughout the National Adoption Service.
  - (j) Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment.
  - (k) Strategic commissioning as necessary for the discharge of functions.
  - (l) Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board.
  - (m) Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
  - (n) Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
  - (o) Strategic support and enabling functions, as agreed, for the National Fostering Framework / Foster Wales.
- 2.4 In addition Schedule 7 sets out a Scheme of Functions delegated to the Director of Operations to facilitate the achievement of the objectives of this Agreement.

### **3. Establishment of a Joint Committee**

- 3.1 In exercise of their powers under sections 101(5) and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act

2000 and all other enabling powers the Councils hereby create a joint committee to be known as the National Adoption Joint Committee with effect from the Commencement Date.

- 3.2 The Joint Committee shall take decisions relating to the use of the National Adoption Service budget which shall be provided as a topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Specified Functions, a similar topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Agreed Functions, to meet the costs of the Host Council and the Joint Committee relating to this Agreement and shall have regard to reports and advice from the Combined Governance Board, Lead Heads of Children's Service's Meeting and Director of Operations.
- 3.3 The Joint Committee shall ensure the Scheme of Delegation set out in Schedule 7 is kept under review in accordance with paragraphs 5.2 and 5.3 of Schedule 7.
- 3.4 The Joint Committee shall operate and conduct its business in accordance with the terms of this Agreement including the Constitution set out at Schedule 1.
- 3.5 The Joint Committee shall review the terms of reference of the Joint Committee towards the end of each council term and shall make recommendations to the Councils and the WLGA for their consideration as to any amendments that the Joint Committee are required to discharge the Specified and Agreed Functions in accordance with the Directions.
- 3.6 This Agreement is without prejudice to each Council's other powers and responsibilities for its area.

#### **4. Establishment of Combined Governance Board and other advisory groups**

- 4.1 The Councils have established the Combined Governance Board. The Combined Governance Board shall act as an advisory group to the Joint Committee and shall discharge the role of the Governance Board and Advisory Group which the Councils are required by the Directions to establish for the purpose of providing national oversight of regional collaboration arrangements over adoption services.
- 4.2 The terms of reference of the Combined Governance Board shall be as set out in Schedule 2.
- 4.3 In respect of fostering services, the Councils have established the Lead Head of Children's Services Group as an advisory group to the Joint Committee. The Lead Head of Children's Services Group shall advise the Joint Committee on issues relating to Foster Wales. The terms of reference for the Lead Head of Children's Services Group shall be as set out in Schedule 6.
- 4.4 The Joint Committee may establish other advisory groups to advise the Joint Committee.

## **5. Arrangements for the Discharge of Functions**

- 5.1 The Councils agree to use their Powers to enter into these arrangements under which the Joint Committee shall discharge on their behalf the Specified and Agreed Functions.
- 5.2 The Joint Committee shall discharge the Specified and Agreed Functions through the Host Council which shall, subject to and within the limitations and constraints of the resources allocated and paid to it pursuant to this Agreement, deliver the Services to support the delivery of the Specified and Agreed Functions. The Councils agree and acknowledge that the responsibility for discharging the Specified and Agreed Functions will none the less remain with the Joint Committee and notes the limitation of the Host Council's liability in that regard.
- 5.3 The Joint Committee may agree to bring additional functions and services within the scope of this Agreement but the Joint Committee may not agree to do so unless it has first received approval from all the Councils to discharge the additional functions and deliver the additional services. The provisions of this Agreement shall apply to any such additional functions and services.
- 5.4 The Councils here by agree the Financial Memorandum. The Councils shall have the discretion to agree variations to the Financial Memorandum at any time without varying the rest of this Agreement. For the avoidance of any doubt variation of the Financial Memorandum is subject to unanimous agreement of the Councils and is not a matter for decision by the Joint Committee.

Each of the Councils shall contribute to the costs of the discharge of the Specified and Agreed Functions pursuant to this Agreement in accordance with the terms of the body of this Agreement and the Financial Memorandum. Subject to the overarching terms set out in this Agreement, particulars of the arrangement may be further detailed, (including for example the mechanics of payment), in any Hosting Agreement, Secondment Agreement or Staff Transfer Agreement that may be entered into by the Councils.

- 5.5 The Councils intend to enter into a Hosting Agreement with the County Council of the City and County of Cardiff for the delivery of services (subject to all Councils being satisfied as to the terms and conditions proposed) pursuant to the discharge of the Specified and Agreed Functions. The Councils may enter into further Hosting Agreements to record the detailed requirements of further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.6 The Councils may also enter into a Secondment Agreement to record the arrangements for the secondment of staff for further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.7 The Councils may also agree to enter into a Staff Transfer Agreement to record the arrangements for the transfer of staff for further individual

arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.

## **6. Governance**

- 6.1 The Councils each undertake to ensure that they make any changes to their own constitutions as are necessary to facilitate the operation of this Agreement. Each Council shall notify the other Councils and WLGA in writing within twenty-eight days of the date of this agreement either that it has made (or is in the process of making) the necessary changes to its constitution or that no changes are considered necessary.

## **7. Appointment of Host Council**

- 7.1 Subject to the provisions of clauses 7.2 and 7.3 the Councils agree that the Council of the City and County of Cardiff should be the Host Council for the purposes of this Agreement.

- 7.2 The Council of the City and County of Cardiff and any other Council which is appointed as Host Council may terminate its appointment as Host Council by giving not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the other Councils of its intention to terminate its appointment. Such twelve months' written notice shall end at the end of a financial year.

- 7.3 The Joint Committee may terminate the appointment of City and County of Cardiff Council or any other Council as the Host Council by giving at not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the Host Council of the Joint Committee's intention to terminate the appointment of the Host Council. Such twelve months' written notice shall end at the end of a financial year.

- 7.4 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 the Joint Committee may appoint one of the Councils as Host Council such appointment to be effective from the commencement of the financial year following the expiry of notice of termination under clause 7.2 or 7.3.

- 7.5 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 any outstanding payment due to that Council from the Joint Committee for costs incurred in the role of the Host Council and any costs it incurs upon or as a consequence of Termination shall be paid in accordance with the terms of this Agreement, including the Financial Memorandum.

- 7.6 Any dispute over the appointment or the termination of the appointment of a Council as the Host Council shall be dealt with in accordance with the dispute resolution procedure in clause 23 of this Agreement.

## **8. Responsibilities of the Host Council**

- 8.1 (i) Subject to and within the limitations of the funding allocated and received by the Host Council, the Host Council shall provide Assets, staff and other resources as are necessary to discharge the Specified and Agreed Functions pursuant to this Agreement.



(ii) Subject to the overarching terms and principles set out in in this Agreement, in particular clause 13, the detailed provisions as to the payment of the costs of the Host Council in providing such Assets, staff and other resources shall be in accordance with a Hosting Agreement between the Councils, and the Host Council and shall be facilitated by the Welsh Local Government Association. Any such Hosting Agreement must be in a form to the satisfaction of the Host Council.

8.2 The Host Council shall employ the Director of Operations and the staff required for undertaking the national functions.

8.3 The Host Council has agreed and arranged for the Director of Operations to have the day-to-day responsibility for the management and delivery of the Services.

8.4 In carrying out its role the Host Council shall have regard to :

- (a) all applicable Laws and Regulations.
- (b) best practice.
- (c) the aims, principles and objectives of this Agreement and any applicable policies agreed by the Councils.
- (d) any relevant guidance issued or specified by the Care and Social Services Inspectorate Wales and any other relevant regulator.
- (e) the Councils duties under the Welsh Language (Wales) Measure 2011.

And shall facilitate the proper discharge of the Specified and Agreed Functions of the Councils and discretionary provision of in-scope elements of the Services.

8.4.2 The Host Council shall ensure that its health and safety policy statements together with related policies and procedures are made available to the Joint Committee on request.

8.4.3 The Host Council shall comply with any investigation by any statutory ombudsman or tribunal relating to the discharge of the Specified or Agreed Functions.

## **9. Expenses of Joint Committee Members**

9.1 Each Council shall be responsible for meeting any expenses to which any Joint Committee Member or officer appointed by it as its representative is entitled as a result of their attendance at duly authorised meetings.

## **10. Monitoring Officer**

10.1 The Councils agree that at the date of the Agreement the Monitoring Officer of Cardiff Council shall act as Monitoring Officer for the Joint Committee. The appointment of Cardiff Council's Monitoring Officer as Monitoring Officer to the Joint Committee shall cease at the earlier of (i) such date as Cardiff Council ceases to act as Host Council or (ii) the Councils unanimously decide to appoint the Monitoring Officer of a different Council as Monitoring Officer to the Joint Committee pursuant to clause 10.2.

- 10.2 The Councils may decide that the Monitoring Officer of a different Council shall be designated as Monitoring Officer for the Joint Committee. This shall require a unanimous decision from the Councils. Following such a decision the Host Council shall notify the officer who is currently acting as Monitoring Officer and the officer who has been designated as Monitoring Officer for the future.
- 10.3 The Councils acknowledge and agree that the Monitoring Officer will need to be provided with such resources as the Monitoring Officer considers sufficient to allow her to perform her duties and that this will be a cost of the Joint Committee.
- 10.4 For such time as the Host Council and the Monitoring Officer to the Joint Committee is being performed by the same Council then the Monitoring Officer's cost will be added to the Host Council's costs and the provisions of clause 13 of this Agreement shall apply.

## **11. Reviews**

- 11.1 The Joint Committee shall review the discharge of the Specified and Agreed Functions at least annually alongside the Combined Governance Board reviewing service progress and performance quarterly and reporting to the Joint Committee on the results of its review.
- 11.2 The Director of Operations shall submit a quarterly report to the Combined Governance Board and an annual report to the Joint Committee, setting out details of:
- (a) The performance of the Specified and Agreed Functions.
  - (b) Income and expenditure and compliance with the Financial Memorandum.
- 11.3 The Councils and the Regional Collaboratives shall carry out a review of their discharge of the regional Specified Functions for adoption and provide the following to the Director of Operations
- (a) An annual work programme by 31 March each year
  - (b) Quarterly performance reporting
  - (c) An annual report by 31 May each containing the items detailed in the Directions.
- 11.4 The Director of Operations will use this information as the basis for reporting to the Joint Committee for adoption services.

## **12. Audit**

- 12.1 The discharge of the Specified and Agreed Functions on behalf of the Councils and the finances relating to the discharge of the Specified or Agreed Functions shall be subject to an annual external audit by the central team of the National Adoption Service which shall be commissioned by the Host Council in accordance with the Host Council's audit processes.

### **13. Costs of Discharge of Functions**

- 13.1 The Host Council agrees that any of the Services it provides for the discharge of the Specified and Agreed Functions shall be on a cost recovery basis. For the avoidance of any doubt such costs shall be deemed to include all costs incurred howsoever arising, including , without limitation to the generality of the foregoing;
- (i) costs of any additional employees required in order to carry out the Host Council role/provide capacity to carry out such role and all associated recruitment costs,
  - (ii) all employee related costs including on costs,pension strain, termination costs and any employee related claims,
  - (iii) fees and charges incurred (including external fees or charges for any third party services, goods or works procured) and
  - (iv) expenses, legal costs, claims, damages, insurance premiums and the like that the Host Council reasonably incurs in carrying out its role.
- 13.2 The Councils shall each year apply the central National Adoption Services budget to fund the payment of the costs of the Host Council. Any shortfall in such funding shall be paid by the Councils within 30 days of demand by the Host Council and as follows. Each Council's contribution shall be calculated by reference to their respective percentage contribution as set out in the Financial Memorandum.
- 13.3 To aid transparency and accountability the Host Council shall:
- (i) Provide the Joint committee, at its first meeting, with a report outlining its estimated costs for acting as Host Council for the financial year 2022/2023. For the avoidance of any doubt the estimated costs submitted will be for noting purposes only and the Council's will be obliged to meet the Hosts Council's actual costs as set out in this Agreement.
  - (iii) For each subsequent financial year ('Subsequent Financial Year') the Host Council shall, prior to the Subsequent Financial Year in question, present to the Joint committee a report as to its estimate costs for acting as Host Council for the Subsequent Financial Year.
  - (iii) If, in any year, the Joint Committee does not find acceptable the estimated costs for the Subsequent Financial year then the Joint Committee may terminate the appointment of the then Host Council and the provision of clause 7.3 shall be deemed to apply save that the termination date of the appointment of the then Host Council shall be the 31<sup>st</sup> March, in the financial year proceeding the Subsequent Financial Year or such latter date as all the Councils may agree.
  - (iv) As part of its financial reporting to the Joint Committee the Host Council shall from time to time present to the Joint Committee reports of the actual costs incurred in carrying out the Host Council role.
- 13.4 The Host Council in determining the level of resources it requires to carry out its role under the Agreement shall (i) act responsibly and prudently (ii) use its reasonable endeavours to put in place and maintain in place sufficient assets staff and other resource to undertake its role and (iii) wherever reasonably practicable report to the Joint Committee and/or Director of Operations for information if in any financial year its costs are likely to materially exceed the estimated costs that have previously been submitted to the Joint Committee.

**14. Costs of the Joint Committee**

14. The Councils shall apply the central National Adoption Services budget to fund any costs of the Joint Committee, including the Host Councils costs. Any shortfall in such funding shall be paid by the Councils. Each Council's contribution shall be calculated by reference to their respective percentage contribution as set out in the Financial Memorandum. The Welsh Local Government Association shall be responsible for the administration of the payment of costs involved in the administration of the Joint Committee.

**15. Liabilities Under This Agreement**

15.1 The Host Council shall indemnify and keep indemnified each of the other Councils to this Agreement against any losses, claims, expenses, actions, demands, costs and liability suffered by that Council to the extent arising from any wilful default or wilful breach by the Host Council of its obligations under this Agreement or its statutory duties (and "wilful" in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the Host Council or matters arising from any negligent act or omission in relation to such obligations).

15.2 No claim shall be made against the Host Council by the other Councils or any of them to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or wilful breach by the Host Council under clause 15.1.

15.3 Each of the other Councils (acting severally) shall indemnify and keep indemnified the Host Council against all losses, claims, expenses, actions, demands, costs and liabilities which the Host Council may incur by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement for that Council or arising from any wilful default or wilful breach by a Council of its obligations under this Agreement (and wilful in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of that Council or matters arising from any negligent act or omission in relation to such obligations) unless and to the extent that the same result from any wilful breach by the Host Council of any such obligations.

15.4 The amount to be paid to the Host Council by any of the other Councils under clause 15.3 shall be borne by each of the Councils to the extent of its responsibility, however in the event that the responsibility is a shared one between the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount to be paid shall be divided between the Councils on a Proportionate Basis.

15.5 In the event of a claim under this clause 15 in which it is not reasonably practicable to determine the extent of responsibility as between the Councils then the amount shall be divided amongst the Councils on a Proportionate Basis.

15.6 A Council which receives a claim for losses, expenses, actions, demands, costs and liabilities related to the discharge of the Specified and Agreed

Functions shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.

15.7 Failure to give notice in accordance with clause 15.6 shall not relieve a party of its obligations to indemnify another under this clause 15.

15.8 Each Council shall not be obliged to indemnify the other Councils to the extent that the insurances maintained by the other Councils at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that another Council recovers under a policy of insurance save that the Council responsible for liabilities suffered by another Council shall be responsible for (i) the deductible under any such policy of insurance (ii) any amount over the maximum amount insured under such policy of insurance and (iii) any resultant increase in future year premiums (for a maximum of 10 years) incurred by the Council who claims on its insurance.

15.9 The indemnities given under this Agreement are in addition to any Hosting Agreement between the Host Council and any of the other Councils.

## **16. Duration of this Agreement**

16.1 This Agreement shall come into force on the Commencement Date and shall continue from year to year or until terminated in accordance with the provisions of this Agreement.

## **17. Variation of This Agreement**

17.1 Any of the Councils may request a variation to this Agreement by making such a written request to the officer acting as Monitoring Officer to the Joint Committee.

17.2 The officer acting as Monitoring Officer to the Joint Committee shall circulate the request to each of the Councils within ten Business Days of receipt of the request for consideration and approval by the Councils.

17.3 If each of the Councils approve such variation, then the officer acting as Monitoring Officer to the Joint Committee shall arrange for the preparation of an appropriate Deed of Variation to this Agreement to be prepared for execution by the Councils and such change shall only take effect upon completion of that Deed and the costs associated with the preparation of such Deed of Variation shall be shared equally between the Councils. Such Deed of Variation may be executed in parts by each Council that is then a party to this Agreement.

17.4 If one of the Councils does not approve such variation, then the variation to this Agreement shall not occur.

## **18. Withdrawal from the Joint Committee on Notice**

18.1 Any Council may withdraw from the Joint Committee in accordance with the following procedure:

18.2 Any Council which wishes to withdraw from the Joint Committee shall give not less than twelve months' written notice terminating at the end of a financial year to the other Councils and the officer acting as Monitoring

Officer to the Joint Committee shall consult the other Councils giving due consideration to:

- (a) Any loss of funding arising from such withdrawal and including any non-payment, clawback or repayment of such funding;
- (b) Any other loss, liability, damage, claim or expense,

which would be incurred by the Councils upon which notice has been served by reason of such withdrawal from the Joint Committee.

18.3 Any Council wishing to withdraw from the Joint Committee undertakes as a condition of such withdrawal to make, prior to withdrawal such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal as shall be determined by the other Councils pursuant to clauses above and no notice under this clause 18 shall take effect unless and until such payment has been agreed or referred to the Dispute Resolution procedure under Clause 22.

18.4 Subject to the provisions of clause 15 or unless agreed otherwise by the parties, each Council reserves the right to recover from any party to this Agreement the costs of any claims, costs, expenses, losses or liabilities of any nature or which have been caused by any act or omission of that party and which are discovered after the party's withdrawal from this Agreement.

18.5 Any Council that withdraws from the Joint Committee shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions. Any Council that withdraws from the Joint Committee shall include in its notice to the other Councils confirmation that it shall comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions

## **19. Termination of this Agreement for Cause**

19.1 Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any other Council ("Defaulter") by the other Councils ("Non-Defaulting Councils") acting unanimously in giving sixty-five Business Days written notice to the Defaulter where the Defaulter materially breaches any of the provisions of this Agreement or in the case of a breach capable of remedy fails to remedy the same within thirty Business Days (or such other period as agreed by the Non-Defaulting Councils) of being notified of each breach in writing by the Non-Defaulting Councils and being required to remedy the same.

19.2 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

## **20. Termination of the Agreement by Agreement**

20.1 The Councils agree that this Agreement may be determined upon terms agreed by all the Councils.

20.2 Upon termination of this Agreement the parties agree that the Joint Committee shall cease to exist and any arrangement for the discharge of

Specified and Agreed Functions which has been made pursuant to this Agreement shall cease on the expiry of the notice period specified in the relevant Hosting Agreement and the Specified and Agreed Functions shall be returned to the Councils which were responsible for them prior to this Agreement.

- 20.3 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

## **21. Termination – Consequential Matters**

- 21.1 In the event of termination of this Agreement under Clause 20 as the case may be, any party shall supply to any other party when requested any information which the other party requires for the continuing discharge of the Specified and Agreed Functions; and
- 21.2 Any Intellectual Property Rights created under this Agreement shall be owned by the then parties in equal proportions; and
- 21.3 Each of the parties shall undertake to make such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement.
- 21.4 In the event of termination of this Agreement all Assets held by any of the Councils for the purposes of this Agreement shall be dealt with in accordance with the Financial Memorandum.
- 21.5 The Host Council shall: -  
21.5.1 be reimbursed by the Councils for all costs it incurs upon or as a consequence of Termination with each Council's contribution to such costs being calculated by reference to their respective percentage contribution as set out in the Financial Memorandum and  
21.5.2. transfer any relevant information it holds to the Council to which the relevant information relates.
- 21.6 It shall be the duty of the Councils to try to minimise any losses arising from the termination of this Agreement.
- 21.7 Each Council is responsible for its own compliance with the Directions and any other relevant law that applies to the Specified and Agreed Functions and shall take any action necessary to ensure that it is able to comply with its legal obligations following termination of this Agreement.

## **22. Dispute Resolution**

- 22.1 The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks in the context of this joint working arrangement to identify a solution at the lowest operational level that is appropriate to the subject of the dispute, and which avoids legal proceedings and maintains a strong working relationship between the parties.
- 22.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 22.

- 22.3 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall be referred to the Director of Operations who shall produce and implement a plan for resolving the dispute.
- 22.4 If the plan of the Director of Operations does not resolve the dispute it may at the written request of any Council involved in the dispute, be referred by each Council to its chief executive.
- 22.4 If the Councils' chief executives do not agree a resolution of the Dispute within one month of the date of service of any such request, the Councils may agree a process to attempt to settle the Dispute by mediation or arbitration.

## **23. Notices**

### **Form of Notice**

- 23.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to or sent by pre-paid first class post to the recipient at the address stated in Schedule 3 (or such other address as may be notified in writing from time to time) or sent by facsimile transmission to the recipient to the facsimile number stated in Schedule 3 or sent electronically to the e-mail address stated in Schedule 3.

### **Service**

- 23.2 Any such demand, notice or communication shall be deemed to have been duly served:
- (a) If delivered by hand, when left at the proper address for service.
  - (b) If given or made by pre-paid first-class post two Business Days after being posted;
  - (c) If sent by facsimile at the time of transmission provided that a confirmatory copy is on the same day that the facsimile is transmitted sent by pre-paid first class post in the manner provided for in clause 23.1 Provided That in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 10.00am on the next following Business Day; or
  - (d) If sent by e-mail, when it has been sent to the e-mail address stated in Schedule 4 and receipt of such e-mail has been acknowledged.

## **24. Information and Confidentiality**

- 24.1 Without prejudice to clauses 25 and 26 the parties shall keep confidential all matters relating to this Agreement or the Intellectual Property Rights of the parties and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to the Agreement or Intellectual Property Rights of the parties.



24.2 Clause 24.1 shall not apply to:

- (a) Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement.
- (b) Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause.
- (c) Any disclosure which is required by any law (including any order or a court of competent jurisdiction) any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law.
- (d) Any disclosure of information which is already lawfully in the possession of the disclosing party prior to its disclosure by the disclosing party.
- (e) Any disclosure which is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies.
- (f) Any disclosure which is necessary to be disclosed to provide relevant information to any insurance broker in connection with obtaining any insurance required by this Agreement.
- (g) Any disclosure by a party to a department, office or agency of the Government.
- (h) Any disclosure for the purpose of the examination and certification of a party's accounts.

Where disclosure is permitted under clauses 24.2(a), 24.2(f), 24.2(g), or 24.2(h) the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

## **25. Data Protection**

25.1 In relation to the subject matter of this agreement each party undertakes at all times to comply with the Data Protection Legislation. This clause 25 is in addition to and does not relieve remove or replace a party's obligations under the Data Protection Legislation.

25.2 Each Council:

- (a) Shall process Personal Data belonging to any other Council only on the instructions of that Council (subject to compliance with applicable law);
- (b) Shall only undertake processing of Personal Data reasonably required in connection with this Agreement.
- (c) Shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction

of or damage to Personal Data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss destruction or damage and the nature of the data to be protected having regard to the state of technological development and the cost of implementing any measures (those measures may include where appropriate pseudonymising and encrypting Personal Data ensuring confidentiality integrity availability and resilience of its systems and services ensuring (subject to the terms of any third party arrangements that may be in place) 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 technical and organisational measures adopted by it);

- (d) Shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- (e) Shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the other Councils has been obtained and the following conditions are fulfilled.
  - (i) The Council transferring the Personal Data has provided appropriate safeguards in relation to the transfer.
  - (ii) The data subject has enforceable rights and effective legal remedies.
  - (iii) The Council transferring the Personal Data complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred
- (f) Shall assist the other Councils in responding to any request from a data subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security breach notifications impact assessments and consultations with supervisory bodies.
- (g) Shall use its reasonable endeavours to procure that all relevant sub-contractors and third parties comply with this clause 25.

25.3 The Councils shall not disclose Personal Data to any third parties other than:

- (a) To employees and sub-contractors and third parties to whom such disclosure is reasonably necessary in order for the Councils to discharge the Councils' obligations in relation to this Agreement; or
- (b) To the extent required under a court order or to comply with any applicable laws

provided that any disclosure to any sub-contractor or any third parties under clause 25.3 shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this clause 25 and that the Councils shall give notice in writing to all other Councils of any disclosure of Personal Data belonging to them which they or a sub-contractor or third parties are required to make under clause 25 immediately they are aware of such a requirement.

- 25.4 Any Council may, at reasonable intervals, request a written description of the technical and organisational methods employed by any other Council and the relevant sub-contractors. Within five Business Days of such a request, the Council requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Council can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation. Each Council shall use its reasonable endeavours to ensure that the sub-contractors and any third parties also comply with such request from any other Council.
- 25.5 All Councils shall ensure that any Personal Data they obtain and provide to any other Council has been lawfully obtained and complies with the Data Protection Legislation and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the Data Protection Legislation.
- 25.6 Each Council shall provide the other Councils as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Councils may reasonably request in writing and the party asked to provide the relevant data may reasonably be able to provide in order for the other Council to comply with its obligations under this clause and the Data Protection Legislation.
- 25.7 Each Council shall take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.
- 25.8 The Councils shall continually review any existing information sharing protocols being used in relation to this Agreement to ensure they remain relevant and to identify which Personal Data needs to be processed and on what basis to ensure compliance with this clause 25.
- 25.9 Each Council shall maintain complete and accurate records to demonstrate its compliance with this clause 25.

## **26. Freedom of Information**

- 26.1 The parties recognise that the Councils are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.
- 26.2 The Councils shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge in gathering information to respond to an Information Request.
- 26.3 Any Council shall be entitled to disclose any information relating to this Agreement and the Specified and Agreed Functions in response to an Information Request save that in respect of any Information Request which is in whole or part a request for Exempt Information.
- 26.4 The Council which receives the Information Request shall circulate the Information Request and shall discuss it with the other Councils and the Director of Operations.

- 26.5 The Council which receives the Information Request shall in good faith consider any representations raised by other Councils when deciding whether to disclose Exempt Information and
- 26.6 The Council which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council or Councils to which it relates.
- 26.7 The parties to this Agreement acknowledge and agree that any decision made by a Council which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI Legislation is solely the decision of that Council. A Council will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

## **27. Intellectual Property**

- 27.1 Each Council will retain all Intellectual Property in its Material.
- 27.2 Each Council will grant all of the other Councils a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Councils' obligations in relation to this Agreement whether or not the Council granting the licence remains a party to this Agreement.
- 27.3 Without prejudice to clause 27.1, if more than one Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Councils), each of the Councils who contributed to the relevant IP Material will grant to all other Councils to this Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.
- 27.4 Any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement shall have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.
- 27.5 Each Council warrants that it has or will have the necessary rights to grant the licences set out in clause 27.2 and 27.3 in respect of the IP Material to be licensed.
- 27.6 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Councils (and at the expense of the Council or Councils making the request) to give full effect to the terms of this Agreement.

## **28. Language**

- 28.1 The Joint Committee shall arrange for the Specified and Agreed Functions to be discharged in such a way that each of the Councils comply with their duties under the Welsh Language (Wales) Measure 2011

## **29. Severability**

- 29.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

- (a) That shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
- (b) The parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

## **30. Relationship of Parties**

- 30.1 Each of the parties is an independent organisation and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of partnership or principal/agent or of employer/employee. No party shall have any right or authority to act on behalf of another party nor to bind another party by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

## **31. Third Party Rights**

- 31.1 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **32. Entire Agreement**

- 32.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

## **33. Law of Agreement or Jurisdiction**

- 33.1 This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

**34. Discretion of the Councils**

- 34.1 The discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

THE COMMON SEAL OF

[        ] Council

was affixed in the presence of

SIGNED BY

Duly authorised for and

on behalf of Welsh Local Government Association

in the presence of

## **Schedule 1 Constitution of the Joint Committee**

- 1 All 22 Councils shall appoint one representative as voting members of the Joint Committee.
- 2 The Joint Committee shall appoint one of its voting members as chair and one of its voting members as vice chair.
- 3 Unless they have already been appointed by their Council as its representative the Councils shall appoint the following persons (subject to the agreement of such persons) as non-voting members of the Joint Committee:
  - 3.1 A WLGA spokesperson for health and social services.
  - 3.2 A WLGA deputy spokesperson for health and social services.
  - 3.3 The executive leader or a deputy in respect of one of those roles of the Host Council.
  - 3.4 The Co-chairs of the Combined Governance Board.
- 4 The relevant Councils may nominate one or more substitute members from, subject to notification being given to the officer acting as Monitoring Officer to the Joint Committee before the start of the meeting. The member appointed as a substitute shall have full voting rights where the member for whom they are substituting does not attend.
- 5 Each voting member of the Joint Committee shall comply with the Code of Conduct of their Council when acting as a Member of the Joint Committee.
- 6 The Host Council or, as the case may be the relevant councils may remove any voting member or substitute voting members of the Joint Committee and appoint a different representative of the Host Council or, as the case may be, the same council as the member or substitute being replaced by giving written notice to the officer who is acting as Monitoring Officer to the Joint Committee.
- 7 Each voting member of the Joint Committee shall have one vote.
- 8 Each member of the Joint Committee shall serve upon the Joint Committee for as long as he or she is appointed to the Joint Committee by the relevant Councils, but a member shall cease to be a member of the Joint Committee if he or she ceases to be a member of the Council of which he or she was a member when he or she was appointed to the Joint Committee or if the Councils remove him or her as a member of the Joint Committee.
- 9 Any casual vacancies howsoever arising shall be filled by the Councils by notice in writing sent to the officer who is acting as Monitoring Officer to the Joint Committee.
- 10 Unless otherwise agreed by the Councils, meetings of the Joint Committee shall be held at the offices of the WLGA, Host Council or virtually.
- 11 The Joint Committee shall meet at least once annually.

- 12 The officer who is acting as Monitoring Officer to the Joint Committee shall call additional meetings at the direction of the chair by providing at least three clear days' notice to members of the Joint Committee, unless the meeting is called at shorter notice. The officer who is acting as Monitoring Officer to the Joint Committee must call a meeting of the Joint Committee if all the voting members of the Joint Committee request it or the Head of Paid Service of each Council requests it.
- 13 Meetings shall be notified to members of the Joint Committee by the officer who is acting as Monitoring Officer to the Joint Committee.
- 14 The officer who is acting as Monitoring Officer to the Joint Committee shall send electronically to all members and relevant officers of each Council the agenda for each meeting of the Joint Committee no later than three clear days before the date of the relevant meeting unless the meeting is convened at shorter notice
- 15 The officer who is acting as Monitoring Officer to the Joint Committee shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall present them to the Joint Committee at its next meeting for approval as a correct record. The Officer who is acting as Monitoring Officer to the Joint Committee shall circulate the minutes to the Councils prior to the next meeting of the Joint Committee. If the Joint Committee confirms that the minutes contain an accurate record of the previous meeting, those minutes shall be signed by the chair or vice-Chair.
- 16 A meeting of the Joint Committee shall require a quorum of 60% of the voting members. If there is a quorum of members present but neither the chair nor the vice-chair is present, the members present shall designate one member to preside as chair for that meeting.
- 17 Subject to the provisions of any enactment all questions coming or arising before the Joint Committee shall be decided by a majority of the members of the Joint Committee immediately present and voting thereon. In the case of an equality of votes the chair shall have a casting vote. Subject to paragraph 18 below all voting shall be by a show of hands.
- 18 Any member of the Joint Committee may request the Joint Committee to record the votes of individual members of the Joint Committee on a matter for decision.
- 19 The order of business shall be indicated in the agenda for the meeting.
- 20 Any member of the Councils who is not a member of the Joint Committee is entitled to attend the Joint Committee but he or she shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the chair and comments will be recorded only on the direction of the chair.
- 21 A meeting of a principal council shall be open to the public except to the extent that they are excluded (whether during the whole or part of the proceedings).The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings that if members of the public were present during that item, confidential information as defined in section 100A(3) of the Local Government Act 1972 or exempt



information as defined in section 100I of the Local Government Act 1972 would be disclosed to them. In view of the sensitivity of the matters for which the Joint Committee is responsible it is to be expected that most business to be transacted at meetings of the Joint Committee will include confidential or exempt information but the Joint Committee will consider this in respect of every item of business to be considered at a meeting of the Joint Committee.

- 22 Unless members of the public are excluded from a meeting of the Joint Committee in accordance with paragraph 21 above meetings of the Joint Committee will be open to the public.
- 23 Members of the public wishing to address the Joint Committee (or a sub-committee of the Joint Committee) on reports contained within the agenda for the meeting may at the discretion of the Chair be given the opportunity to do so.
- 24 Each Council may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Council's constitution. If any decision of the Joint Committee is subject to call in by a Council, the Joint Committee shall take no action to implement that decision unless the call in process upholds the decision.
25. The Joint Committee may delegate a function to an officer. At the commencement of this agreement, the Joint Committee has delegated functions to the Director of Operations as outlined in Schedule 5

## **Schedule 2 Terms of Reference of the NAS Combined Governance Board**

### **Functions and responsibilities of the Combined Governance Board**

- 1 The Combined Governance Board shall have the following responsibilities:
  - 1.1 To provide political and professional leadership and advice to inform the overall strategic direction of the National Adoption Service in Wales.
  - 1.2 To hold the Regional Collaboratives (and their staff), the Director of Operations and central team, the VAA's and other services accountable for the delivery and performance of their services within the National Adoption Service arrangements.
  - 1.3 To approve for submission to the Joint Committee as prepared by the Director of Operations / central team.
    - An annual programme of work for the National Adoption Service.
    - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
    - The budget and financial management arrangements of services and the office of the Director of Operations.
  - 1.4 To monitor and have oversight of:
    - The performance of the National Adoption Service to ensure its successful delivery and improvements in the adoption process to lead to positive outcomes for children and adults affected by adoption.
    - The quality of engagement with the Voluntary Adoption Agencies (VAAs) and service user representatives at central and regional levels.
    - Compliance with The Directions
    - Compliance with the Conflict-of-Interest Protocol
  - 1.5 To consider and make recommendations for the future direction of the National Adoption Service using:
    - Information and data, including from the National Performance System in relation to the services as a whole, each Regional Collaborative, the VAA's and other services.
    - Professional and best practice advice from the sector.
    - The views of children, young people and adults who use services.
    - Other evidence including reports from the Director of Operations.

- 1.6 To ensure arrangements are in place for the flow of information, including receipt of minutes and papers, between the Combined Governance Board and:
- The Joint Committee.
  - Regional Management Committees.
  - Local government members and officers across Wales.
  - Equivalent bodies in VAA's and other services.
- 1.7 To encourage and enable the statutory and voluntary sectors to work in partnership to deliver the best outcomes for children and adults affected by adoption.
- 1.8 To ensure that the views of all stakeholders, including those who use adoption services, are represented effectively both at national and regional levels.
- 1.9 To ensure the National Adoption Service is working within Welsh Government guidance and strategies for children particularly looked after and adopted children.
- 1.10 To ensure that due consideration is given to the need for Welsh Language services in planning and delivery of adoption services throughout Wales.
- 1.11 To support the delivery of adoption services through the National Adoption Service arrangements to ensure it reflects the best possible practice and is based on a culture of continuous improvement.
- 1.12 To notify Joint Committee and Welsh Ministers of any issues regarding the National Adoption Service which it considers need to be drawn to their attention.
- 2 Membership of the Combined Governance Board will comprise of:
- WLGA Spokesperson for Health and Social Services or their representative.
  - WLGA Deputy Spokesperson for Health and Social Services
  - Independent Chair of the National Adoption Service Advisory Group (Chair of the Advisory Group and Co-Chair of the Combined Governance Board Meeting).
  - Leader (or nominated executive representative) of Host Council.
  - Elected member representative for each of the 5 Regional Adoption Collaboratives (from which the Vice Chair will be drawn).
  - Director / Head of Service from each of the Regional Collaboratives.
  - Senior officer representative of the Host Council.
  - Representative of the 5 VAAs in Wales.
  - Officer representative from the WLGA.

- Representative from the Association of Directors for Social Services Cymru (ADSSC).
  - Representative of Association of Directors of Education in Wales (ADEW).
  - A Designated doctor for Safeguarding/Looked After Children.
  - A current RAC Adoption Panel Medical Advisor.
  - Child and Adolescent Mental Health Services (CAMHS) representative.
  - Representative of a Social Research Centre (currently Cardiff University, CASCADE).
  - Representative of Children's Commissioner for Wales.
  - Representative of CAF/CASS Cymru
  - Citizen or service user.
  - Legal services representative from the Host Council.
  - Director of Operations, National Adoption Service and secretariat.
- 3 The Joint Committee may invite other persons to attend meetings of the Combined Governance Board as observers.
- 4 The terms of reference of the Combined Governance Board shall be reviewed by the Joint Committee at least once a year which may make amendments to the terms of reference.

### Schedule 3 Notice Provisions

Welsh Local Government Association  
One Canal Parade,  
Dumballs Road  
CARDIFF  
CF10 5BF

Blaenau Gwent County Borough Council  
Municipal Offices  
Civic Centre  
Ebbw Vale  
NP23 6XB

Bridgend County Borough Council  
Civic Offices  
Angel Street  
Bridgend  
CF31 4WB

Caerphilly County Borough Council  
Ty Penalta  
Tredomen Park  
Ystrad Mynach Hengoed  
CF82 7PG

The County Council of the City and County of Cardiff  
County Hall  
Cardiff  
CF10 4UW

Carmarthenshire County Council  
County Hall  
Carmarthen  
Carmarthenshire  
SA31 1JP

Ceredigion County Council  
Neuadd Cyngor  
Ceredigion  
Penmorfa  
Aberaeron  
Ceredigion  
SA46 OPA

Conwy County Borough Council  
Bodlondeb  
Bangor Road  
Conwy  
LL32 8DU

Denbighshire County Council  
County Hall  
Wynnstay Road  
Ruthin  
LL15 1YN

Flintshire County Council  
County Hall  
Mold  
CH7 6NB

Gwynedd Council  
Council Offices  
Shirehall Street  
Caernarfon  
LL55 1SH

Isle of Anglesey County Council  
Council Offices  
Llangefni  
LL77 7TW

Merthyr Tydfil County Borough Council  
Civic Centre  
Merthyr Tydfil  
CF47 8AN

Monmouthshire County Council  
PO Box 106  
Caldicot  
NP26 9AN

Neath Port Talbot County Borough Council  
Port Talbot Civic Centre  
Port Talbot  
SA13 1PJ

Newport City Council  
Civic Centre  
Godfrey Road  
Newport  
NP20 4UR

Pembrokeshire County Council  
County Hall  
Haverfordwest  
Pembrokeshire  
SA61 1TP

Powys County Council  
Powys County Hall  
Spa Road East  
Llandrindod Wells  
Powys  
LD1 5LG

Rhondda Cynon Taf County Borough Council  
The Pavilions  
Cambrian Park  
Clydach Vale  
Tonypany  
CF40 2XX

The Council of the City and County of Swansea  
Civic Centre  
Oystermouth Road  
Swansea  
SA1 3SN

Torfaen County Borough Council  
Civic Centre  
Pontypool  
Torfaen  
NP4 6YB

Vale of Glamorgan Council  
Civic Offices  
Holton Road  
Barry  
Vale of Glamorgan  
CF63 4RU

Wrexham County Borough Council  
The Guildhall  
Wrexham  
LL11 1AY

[The Councils to provide details of fax numbers and e-mail addresses.]

## Schedule 4 Financial Memorandum

- 1 The core budget for the office of the Director of Operations and national functions of the National Adoption Service is provided by a 'top slice' of the Revenue Support Grant and made available to the NAS via the Welsh Local Government Association. This arrangement was agreed by the Co-ordinating Committee of the WLGA in March 2014 as part of its agreement to the proposals to establish NAS.
- 2 The Councils shall ensure that:
  - 2.1 The Joint Committee, the Combined Governance Board and the Director of Operations make appropriate use of the National Adoption Services budget to perform their functions and to facilitate achievement of the aims in clause 2 of this Agreement.
  - 2.2 There are adequate financial and accounting procedures for the purposes of this Agreement.
- 3 The Host Council will provide the financial administrative accounting system and appropriate associated support for the discharge of the Specified and Agreed Functions on behalf of the Councils. Subject to the statutory role of each Council's Section 151 Officer in relation to their Council, the Host Council shall provide for the purposes of this Agreement the services of its Section 151 Officer to the Joint Committee.
- 4 The Director of Operations shall submit annual monitoring and accounting reports to the Joint Committee which shall include explanations for any variances against the profiled budget.
- 5 The Joint Committee shall review the expenditure and forecast to ensure that the allocated budget is being correctly adhered to.
- 6 The Joint Committee shall be presented with a report on the proposed use of the budget for the discharge of the Specified and Agreed Functions for approval on behalf of the Councils for the following financial year.
- 7 The Host Council shall apply its Financial Regulations and Contract Procedure Rules to the discharge of the Specified and Agreed Functions on behalf of the Councils pursuant to this Agreement.
- 8 Proportionate Basis for costs and liabilities of the Councils arising under the Agreement:

The Proportionate Basis for which each Council shall be liable for costs arising under the Agreement (to the extent that the same exceed the 'top slice' of the Revenue Support Grant made available to the Joint Committee) shall be calculated by reference to the proportion that the population of each Council's area makes of the total population of Wales. Any indemnity to be funded by all Councils shall be calculated on the same basis.



## **Schedule 5 Specified and Agreed Functions and Services**

### **1 Service Vision**

- 1.1 The Councils wish to use the joint discharge of the Specified Functions to improve the performance of the Councils and partners in meeting the needs of those children who require permanence through adoption by bringing together the best practice from each authority and partner into an integrated adoption service and similarly for an agreed range of fostering functions.
- 1.2 The Councils agree that the joint discharge of the Specified and Agreed Functions should be underpinned by the guiding principles that looked after children and prospective adopters alike are advantaged by the joint discharge of functions and that the joint discharge of functions is demonstrably more efficient and flexible in delivering the Services.

### **2 Aims, Principles and Objectives of the joint discharge of the Specified Functions for adoption services**

- 2.1 Enabling the Councils to comply with their obligations under the Directions.
- 2.2 Delivering a comprehensive adoption service at a national level.
- 2.3 Exercising oversight of Councils' compliance with legislation, regulations, minimum standards, local procedures and the performance management framework set by the Welsh Government and accountable to the Senedd / Welsh Parliament in line with the Directions.
- 2.4 Ensuring that services are carried out in a timely and efficient way and based upon the assessed needs of those persons requiring the service.
- 2.5 Ensuring that persons seeking approval as adoptive parents are welcomed without prejudice and delay and that their applications are considered on their individual merit.
- 2.6 Developing a recruitment strategy which ensures a range of adoptive placements are available nationally or through external agencies to ensure timely placements for all children where the placement plan is adoption.
- 2.7 Providing a child focused placement service to ensure that children are appropriately matched with adopters who can meet their needs throughout their childhood.
- 2.8 Providing a range of pre and post adoption support and intermediary services in conjunction with statutory and voluntary sector providers.
- 2.9 Establishing effective working links with key stakeholders.

- 2.10 Maintaining effective working links with local authority children's services departments to ensure that agency functions in relation to children requiring adoptive placements are maintained.
- 2.11 Utilising and building upon examples of good practice and promote consistency, excellence and continuous improvement.
- 2.12 Complying with the requirements of external audit and inspection.
- 2.13 Ensuring that customer feedback and the views of service users are obtained and considered in the development of services.

### **3 Aims, Principles and Objectives of the joint discharge of the Agreed Functions for fostering services through Foster Wales**

- 3.1 National leadership to ensure consistency of approach on a regional and local authority basis
- 3.2 Commission / monitoring of the programme management contract with Association for fostering and adoption Cymru (AFA Cymru) / creation of a post for this function plus oversight / support of programme manager's work
- 3.3 Maintaining a performance framework and supporting performance reporting at national and regional level to inform improvement
- 3.4 Production of annual report and any other reporting required
- 3.5 Administration of agreed Foster Wales national Governance arrangements and support to Regional Development Manager meetings, practice forums and task & finish groups
- 3.6 Promotion of best practice and culture of continuous improvement currently as below:
  - Oversight and ongoing development of the Foster Wales brand
  - Production of national Policy and Procedures handbook incl. for recruitment
  - Core Offer of support
  - Fees and Allowances
  - Learning and Development framework
- 3.7 Commissioning and contract monitoring of contracts required for FW work – incl. website, brand repository, national marketing manager, launch & campaigns.
- 3.8 Administration of FW finance and grants and accountancy support. Securing resourcing through new / additional finance where possible.

### **4 The Specified and Agreed Functions**

- 4.1 The Specified and Agreed Functions are:

The functions of the Director of Operations and central team including the following:

- Providing leadership to set the direction for NAS and Foster Wales including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
- Reviewing progress including analysis of performance data and service information from the regions and VAA's.
- Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee and submission to Welsh Ministers as well as to WLGA and ADSS-C where required.
- Providing specific functions nationally to support and enable NAS operations (currently as below)
  - Establishing and maintaining a website for the National Adoption Service for Wales
  - Management of the Adoption Register for Wales (under contract from Welsh Government)
  - Commissioning and contracting national contracts to support service delivery functions and support
  - Maintaining arrangements for service user engagement across Wales
  - Leadership, matrix management oversight, advice and support to regions and VAA's.
  - Promotion of best practice and a culture of continuous improvement throughout the NAS.
  - Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment.
  - Strategic commissioning as necessary for the discharge of functions
  - Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board
  - Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
  - Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
- Providing specific functions nationally to support and enable Foster Wales operations (currently as below)
  - Establishing and maintaining a national website for Foster Wales

- Commissioning and contracting national contracts to support service delivery functions and support
- Leadership, matrix management oversight, advice and support to regions and LA's
- Promotion of best practice and a culture of continuous improvement
- Managing the central team allocation, grants and investment, enabling negotiations with funding bodies to secure ongoing resourcing.
- Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Lead Heads of Children's Services Group
- Promotion of Foster Wales, including national PR and marketing.
- Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.

## **5 The Services**

5.1 The services to be provided by the host local authority to facilitate the discharge of the Joint Committee's function shall be detailed in a separate agreement but will be provided subject to and on the overarching terms and conditions set out in this Agreement. Such Host services may include:

(i) Office accommodation and allied facilities services

(ii) Employment of staff, associated human resource functions and advising on workforce planning / issues

(iii) Use of its IT systems and databases, including provision of a separate email domain/s and stand-alone websites as needed

(iv) Finance / accounting services, supporting management of core budget and grant aid including facilitating the transfer of funds to relevant local government or partners agencies of NAS and Foster Wales.

(v) Information security advice and support, ensuring compliance with changing legislation

(vi) Facilitation of procurement and contracting requirements to deliver functions

(vii) Legal advice as required incl. for contracts.

(viii) Engagement of Officers and Members in governance arrangements as required by the Directions

5.2 The Host Authority may make arrangements with third parties for the discharge of the Services and recharge such costs to the Joint

Committee. The Host Authority shall first discuss such matters with the Director of Operations.

## **Schedule 6 Terms of Reference for the Lead Head of Children's Services Group**

### **1 Objectives and Scope**

- 1.1 The main objectives of this group are:
- (a) To support the strategic oversight of Foster Wales
  - (b) To consider the implications at local and regional level arising from the transition to Foster Wales
  - (c) To consider the development needs of services at local, regional, and national level
  - (d) To seek and support solutions to overcome barriers and challenges
  - (e) To continue to develop and maintain collaboration across local authority fostering
  - (f) To consider reports presented, agree actions, make decisions, and monitor progress
  - (g) To consider performance reports and monitor KPIs as identified and agreed
  - (h) To make recommendations for future areas of work programme development

### **2 Membership**

- 2.1 Core membership will include:
- (a) 6 x Regional designated Lead Head of Children's Services
  - (b) Director of the National Adoption Service
  - (c) 6 x Regional Development Managers
  - (d) A Director of Social Services
  - (e) Programme Manager
  - (f) An officer of the Welsh Local Government Association
- 2.2 Arrangements will be put in place to ensure good links between this meeting and members including briefing the WLGA spokesperson for health and Social Care or their nominated Deputy with responsibility for children's services.

### **3 Frequency of meetings**

- 3.1 Meetings will be held at an agreed frequency no less than quarterly (currently monthly), dates and times will be scheduled and provided with advanced notice.

#### **4 Accountability and communication**

- 4.1 The group is accountable to the Joint Committee, which holds responsibility for overall oversight of the National Adoption Service and Foster Wales.
- 4.2 Regional representatives are responsible for ensuring that effective communication channels are in place. This should include mechanisms for the sharing of information, decisions, and outcomes from this group to relevant forums and individuals within their own region.

## **Schedule 7 Scheme of Functions Delegated to the Director of Operations**

### **Part One**

#### **SCHEME OVERVIEW**

##### **1. Purpose**

- 1.1. The National Adoption Service for Wales (NAS) operates in a multi-agency partnership context. This is a complex arrangement best described as a local government led collaborative with a range of different interfaces including the voluntary sector. In order that the NAS national / central team staff can carry out its functions effectively under the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015, it is essential that employees at all levels of the organisation are clear that they have the delegated authority to make decisions. It is also important that employees are clear where they do not have the authority to make decisions.
- 1.2. The Scheme of Delegation is the framework creating the authority to make a decision or discharge a function. Delegation also means that those to whom responsibility has been given are prepared to be accountable for the decisions they have been asked to make and the functions they discharge. Effective and transparent decision making also requires that those making a decision must be confident about the scope of their authority.
- 1.3. The aim of the Scheme of Delegation is to set out who has the authority to make decisions within the national / central team of the National Adoption Service for Wales. It is a companion document to the National Adoption Service in Wales Partnership Agreement and the Agreement for the Establishment of a Joint Committee for the National Adoption Service.
- 1.4. This Scheme of Delegation sets out who can carry out the functions. It does not explain how they are to be carried out. The NAS has adopted the procedures of the Host Council (Cardiff Council) which set out the rules for this. The Host Council is also the employer of NAS staff. As a result, NAS Officers must be familiar with the Host Council's:
  - Financial Procedure Rules (Part 4.6 of the Constitution)
  - Contract Standing Orders and any Procurement guidelines issued by the Host Council
  - Human Resources guidance and procedures
- 1.5. All powers within the Scheme of Delegation are to be exercised within approved budgets and all staffing and recruitment delegations take effect subject to approved HR guidelines.
- 1.6. At the commencement of this Agreement the full arrangements for Foster Wales are being developed but it is anticipated that its relationship to the Joint Committee will be the same as for NAS albeit that governance is managed through the Lead Heads of Children's Services (LHOCS) meeting and that delegated authority will operate in the same way. The Terms of Reference of the Lead Heads of Children's Services meeting are in Schedule 6 of this Joint Committee Agreement.

##### **2. Arrangement of the Scheme of Delegation**

- 2.1. . The Scheme of Delegation is arranged in three parts.
  - a) Scheme Overview
  - b) The Joint Committee and Combined Governance Board
  - c) The Director of Operations



### **3. The Joint Committee, Combined Governance Board and Regional Collaboratives**

- 3.1. The complex nature of the arrangements has a number of key bodies either delivering the Adoption Services or setting overall strategy. They interact in a way that influences the approach to delegation.
- 3.2. The Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers with reference to the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be underpinned by a legal agreement (Joint Committee Agreement) and be comprised of Council Members. Its role will be to oversee the work of NAS and Foster Wales and specifically approve / receive the below:
  - The Annual Reports of NAS and of Foster Wales;
  - The annual programmes of work for the NAS and for Foster Wales;
  - The budget/s for the office of the Director and the national work of NAS and for Foster Wales; and
  - The agreement, and any changes required, for the Host Council support of the office of the Director to enable it to facilitate the work of NAS and FW.
- 3.3. For NAS (only) it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions (now Senedd Wales).
- 3.4. The Joint Committee has primary responsibility for the delegation framework as it may delegate a function to an officer.
- 3.5. The terms of reference for the Combined Governance Board are contained in schedule 2 of the Agreement for the Establishment of a Joint Committee for the National Adoption Services. The schedule indicates the Board must approve as prepared by the Director of Operations / central team the following:
  - An annual programme of work for the National Adoption Service.
  - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
  - The budget and financial management arrangements of services and the office of the Director of Operations.
- 3.6. The terms of reference also hold the following accountable for the delivery and performance of their services within the NAS arrangements:
  - Regional Collaboratives (and their staff),
  - the Director of Operations and central team,
  - the Voluntary Adoption Agencies and other services
- 3.7. In order to support the work of the Combined Governance Board the Director of Operations will prepare the items listed in section 3.3 using the support of the Host Council where appropriate.
- 3.8. As the lead executive of the NAS, the Director of Operations has delegated authority from the Joint Committee to manage the organisation. The Director of Operations is also responsible for delegating other decision-making responsibilities to officers within NAS.
- 3.9. The Joint Committee delegates to the Combined Governance Board or Director of Operations all matters which it does not reserve to itself for decision.

- 3.10. The Director of Operations shall provide regular reports to the Combined Governance Board and Joint Committee on the discharge of the Specified Functions.
- 3.11. The delegation of functions and responsibilities both from the Joint Committee and the Director of Operations requires those using delegated authority to carry out those functions in a way that will not prevent the effective discharge of any functions or bring the NAS into disrepute or in any other way have an adverse effect on the NAS.
- 3.12. The scheme of delegation can be removed by the Joint Committee if it takes a formal decision to do so. In these circumstances the Joint Committee would assume those responsibilities that it had previously delegated or delegate these responsibilities to the Combined Governance Board. The Director of Operations can also remove delegations they have granted to their team and in doing so would assume the previously delegated responsibilities or transfer these to another member of their team.
- 3.13. Each region is made up of a number of specified local authorities. These are regional collaboratives overseen by Regional Management Boards. For the NAS to work effectively Partnership Agreement states there should be robust links between RMBs, the Combined Governance Board and the central team (led by the Director of Operations). The RMBs are required to produce an annual report submitted to the Director of Operations by 31<sup>st</sup> May each year. Other aspects of regional working include the Regional Joint Committees, Regional Operation Groups and a lead authority for each region.
- 3.14 There is no legislation underpinning Foster Wales. Existing regional meetings link to the national Lead Heads of Children's Services meeting which in turn reports to the Joint Committee.

#### **4. Principles of Delegation**

- 4.1. The scheme of delegation has a number of principles that underpin the approach adopted so that the transfer of responsibility for a task or function from the Joint Committee, Board Meeting or Director of Operations does not change the overall accountability.
- The Joint Committee, Combined Governance Board LHOC's meeting and the Director of Operations remain accountable for all their functions, even those they have delegated. In order to be assured that the responsibilities that they have delegated are being discharged properly they require information about the exercise of those functions. Appropriate management oversight must be exercised to ensure there is sharing of delegated decisions.
  - In order to make sound decisions, the authority to take decisions must be supported by appropriate skills and knowledge. Those exercising delegated decision-making powers must be made aware of the decisions that have been delegated to them, the limits of their authority and have access to relevant advice if appropriate.
  - A record of delegated decisions will be kept and shared with the Joint Committee and the Combined Governance Board. The frequency of the information to be received will be determined by the Joint Committee and Board but should not be less than quarterly. Where a decision has been formally delegated to the Director of Operations by the Joint Committee or the Combined Governance Board, the decision to delegate will be recorded in the Committee or Board minutes. The decision and its outcome will then be contained in a separate section within the Director of Operations' Quarterly Report to the following

Combined Governance Board. An equivalent process will be developed for Foster Wales

- If the post holder for a delegated decision is absent the line manager will be expected to make the decision. Should the decision be urgent, and a matter delegated to the Director of Operations the Chair of the Combined Governance Board will be able to make the decision in consultation with the Board and, in the case of the absence of the Director of Operations, the relevant staff reporting to the Director of Operations.
- Where a delegated decision is viewed by the postholder as requiring further discussion due to the sensitivity of the issue they should consider approaching the Director of Operations for advice. In the case of the Director of Operations this would involve the Chair of the Joint Committee or the Combined Governance Board as appropriate.

## **5. Variation, ownership and review of the scheme**

- 5.1. The constitution of the Joint Committee includes authority to delegate a function to an officer (Schedule 1, paragraph 25). Variations to the Scheme of delegation will be approved by the Joint Committee and any deviation from it must be approved by the Joint Committee, with such deviations being reported to the next meeting.
- 5.2. For administrative purposes, the Director of Operations, on behalf of the Joint Committee, is the manager of the Scheme of Delegation and will keep the scheme under review in consultation with the Joint Committee Monitoring Officer who will be required to comment on the proposals. Any suggested amendments will be subject to consultation with the Combined Governance Board. Any proposed changes will be submitted to the Joint Committee unless authority to amend the scheme is delegated to the Combined Governance Board. If delegation occurs any changes to the Scheme of Delegation will be reported to the next Joint Committee.
- 5.3. However, the Scheme will be updated as often as is necessary to ensure it remains current, following review and consultation in accordance with paragraph 5.2.

## **Part Two**

### **The Joint Committee, the Combined Governance Board, Regional Collaboratives, Lead Heads of Children's Services meeting and Director of Operations**

#### **a. The Joint Committee**

1. The Agreement for the Establishment of a Joint Committee for the National Adoption Service indicates Welsh Councils have agreed to establish and participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
2. The Joint Committee is specifically responsible for:
  - a. The overall scheme of delegation.
  - b. establishing and delivering the NAS and Foster Wales strategic aims and objectives consistent with its overall strategic direction and within the agreed Welsh Government policy.
  - c. strategic direction and decisions as submitted by the Combined Governance Board and LHOC's meeting.
  - d. ensuring that the responsible minister is kept informed of any changes which are likely to impact on NAS strategic direction or the delivery of the

obligations set out in the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015.

**b. The Combined Governance Board**

3. The terms of reference of the Combined Governance Board (the Board) indicates the overall role is to provide strategic direction and decisions for submission to the Joint Committee to facilitate the delivery and improvement of adoption services on Wales through the National Adoption Service (NAS) arrangements.
4. The Board also holds the Regional Collaboratives and the Director of Operations and central team accountable for delivery and performance of their services within the NAS arrangements.
5. The Board is responsible for ensuring the Director of Operations has adequate resources to discharge the Specified Functions and deliver an effective NAS. In coming to a decision whether to recommend this to the Joint committee the Board will rely on the advice of the Director of Operations.

**c. Regional Collaboratives**

6. The Regional Collaboratives must provide an annual report to the Director of Operations by 31st May covering
  - a. The performance of the regional collaborative against the performance measures in the National Performance Management Framework
  - b. An analysis of the implementation of the annual work programme and plans to address any under-performance
  - c. Plans to develop the adoption service within the region in accordance with the national business priorities
  - d. Information regarding the resolution of complaints and determination of disputes at local and regional level and any impact on the provision of adoption services
7. The Scheme of Delegation recognises that the Director of Operations will need to act on behalf of the Combined Governance Board and the Joint Committee when working with the Regional Collaboratives.
8. The Scheme of Delegation recognises that the Director of Operations is not only a member of the Combined Governance Board but is also the principal professional advisor on delivery and improvement of adoption services in Wales through the National Adoption Service arrangements. This will include providing advice to the Joint Committee and Combined Governance Board on the Regional Collaborative arrangements including reporting on the position to the Board based on the reports that Regional Collaboratives must provide to the Director of Operations by 31<sup>st</sup> May of each year

**d. The Director of Operations**

7. The scheme of delegation will operate to enable the Director of Operations to carry out the following Specified and Agreed Functions:
  - a. Providing leadership to set the direction for NAS including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
  - b. Reviewing progress including analysis of performance data and service information from the regions and VAA's.
  - c. Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee, and submission to

Welsh Ministers as well as to WLGA and ADSS-C where required;  
and

- d. Providing specific functions nationally to support and enable NAS operations including those outlined in the table below.

**MATTERS DELEGATED BY THE JOINT COMMITTEE TO THE DIRECTOR OF OPERATIONS. *(The delivery of these delegated functions will be overseen on a day-to-day basis by the Combined Governance Board for NAS and the Lead Heads of Services meeting for Foster Wales)***

**Strategic Direction and Business Planning**

The Director of Operations is responsible for:

- Overseeing the development of the annual programme of work and budget for the National Adoption Service (incl. Foster Wales). This will include a medium term (3 year) financial plan accompanied by the assumptions on which longer term planning is based
- A half year and full year progress report for the Welsh Ministers and the Welsh Government with required oversight of the Combined Governance Board and the Joint Committee.

**Financial Management, Commissioning, Propriety and Value for Money**

The Director of Operations is responsible for:

- Ensuring the NAS stays within its overall budget
- Ensuring the NAS operates within the financial regulations of the Host Council
- Signing agreements or other documents on behalf of the Joint Committee and/or the Combined Governance Board
- Securing appropriate resourcing through new/additional finance or reprofiling of existing as well as managing the central team allocation, grants and investment
- Ensuring the NAS complies with any requirements to publish information as required by legislation and the Welsh Government
- Approving the level of delegation for non-pay expenditure within the overall delegation scheme as approved by the Joint Committee and/or the Combined Governance Board
- Approving those posts as having the responsibility of Budget Holder
- Authorising contracts up to £1m, and in excess of £1m in conjunction with the Combined Governance Board
- Taking overall responsibility for the control of the NAS's fixed assets
- Ensures the Host Council's agreed systems of control are applied within the NAS to protect against fraud and losses including data losses
- Strategic Commissioning as necessary for the discharge of functions
- Ensuring all staff are aware that the NAS operates within the Host Council's:
  - Financial Regulations and procedures.
  - Contract Standing Orders and any Procurement guidelines issued by the Host; and
  - Human Resources guidance and procedures

**Risk Management and Assurance**

The Director of Operations is responsible for:

- Ensuring the risks to the Annual Plan are identified, assessed, managed and escalated where necessary in accordance with the Host Council's risk management policy
- Monitoring, controlling and assuring the Joint Committee and Combined Governance Board of the business and regulatory risks for which they are responsible

#### **Information and Information Governance**

The Director of Operations is responsible for:

- Understanding and addressing the risks to the information assets under their control or delegated to them by the Joint Committee and/or Combined Governance Board
- Providing assurance to the Host Council's SIRO on the security and use of information assets
- Ensuring data is managed in accordance with the requirements of the Data Protection Act 1998
- Approving the release of information about the provision of National Adoption Services
- Establishing and maintaining a website for the National Adoption Service for Wales
- Promotion of adoption, including PR and marketing and the provision of the 'face and voice' of adoption in Wales
- Management of the Adoption Register for Wales (under contract from the Welsh Government)
- Maintaining arrangements for service user engagement across Wales

#### **Dispute Resolution**

The Director of Operations is responsible for:

- Producing and implementing a plan to resolve any dispute that arises in relation to any aspect of the Agreement for the Establishment of a Joint Committee for the National Adoption Service

#### **Regional Arrangements and Regional Collaboratives**

- Advising the Joint Committee and/or the Combined Governance Board on the working arrangements for the Regional Collaboratives
- Leadership, matrix management oversight, advice and support to regions and VAA's
- Maintaining arrangements for national governance and allied sub/task & finish groups to engage stakeholders in carrying out the actions/work agreed by the Combined Governance Board

## Cyngor Sir CEREDIGION County Council

**REPORT TO:** Healthier Communities Scrutiny Committee

**DATE:** 24<sup>th</sup> May 2023

**LOCATION:** Penmorfa

**TITLE:** Domiciliary Care – an overview

**PURPOSE OF REPORT:** For Information

**REASON SCRUTINY HAVE REQUESTED THE INFORMATION:** To consider the Councils position and approach on Domiciliary care

### **BACKGROUND:**

Ceredigion County Council commissions Domiciliary Care for Service Users, who by reason of vulnerability or other circumstances have been assessed as requiring such care in line with the Social Services and Well Being (Wales) Act 2014. The principles underpinning the provision of Domiciliary Care are identical to the fundamental principles of the Social Services and Well Being (Wales) Act 2014, namely:

- Voice and control – putting the individual and their needs, at the centre of their care, and giving them a voice in, and control overreaching the outcomes that help them achieve well-being.
- Prevention and early intervention – increasing preventative services within the community to minimise the escalation of critical need.
- Well-being – supporting people to achieve their own well-being and measuring the success of care and support.
- Co-production – ensuring service users are equal partners and able to share power in the design and delivery of services.

### **The Social Services and Well-being Act**

Seeks the transformation of social care in Wales so that it achieves two principal objectives:

1. Services that achieve the well-being of citizens: “what matters” to them as they define it.
2. Services that are sustainable despite demographic trends.

To achieve these two objectives, the Act promoted four headline principles, and one corollary principle. This means providers will be expected to demonstrate these in submissions to join the DPS and service delivery. Providers will be expected to collaborate with Ceredigion County Council throughout the duration of the contract to embrace and embed the ethos outlined by the National Commissioning Board and Cwmpass in their Transforming Social Care Guidance funded by Welsh Government.

## **Added Value**

All care services provide social value simply by providing social care. But providers can do more, particularly by engaging with the local community for reciprocal benefit and to support community resilience and resourcefulness. Providers can add environmental value by reducing waste, minimising their carbon footprint, and initiating or participating in local environmental projects. Providers add economic value through their approach to the remuneration of staff, their deployment of offices and higher paid roles within a locality, and their procurement decisions.

**Collaboration:** Providers must demonstrate that they are not inward-looking but connect and work with others to give people access to more resources, opportunities and supports. This should involve collaborating with other professional organisations allied to care and support, but it should go beyond this. We are looking for providers with a clear understanding of the value of working with others both inside and outside the care sector, and with relevant skills and experience in doing this.

**Co-production/Voice and Control:** The provider must demonstrate that they mobilise people's opinions and assets – including community and relational assets – and involve people who access services (users) and carers in the design, delivery and evaluation of their care and support. The provider must respect people's right to take ordinary risks and make their own choices. The provider should also welcome the involvement of advocates to support people who have difficulty representing their own interests.

**Prevention:** The provider must demonstrate that they think long-term and act to reduce or avoid dependency. Prevention is all about helping people to reduce risks to well-being and / or maintain their well-being before things get so difficult that they need lots of paid-for care. Prevention activities are good for people because most people prefer being as independent as possible. This is good for public services because it helps to keep down the pressure and unnecessary demand on limited finances.

**Well-Being Outcomes:** The provider must demonstrate that they do what matters to people. These are the things that make up the basics of a good life. They are all about having a life, not just having a service.

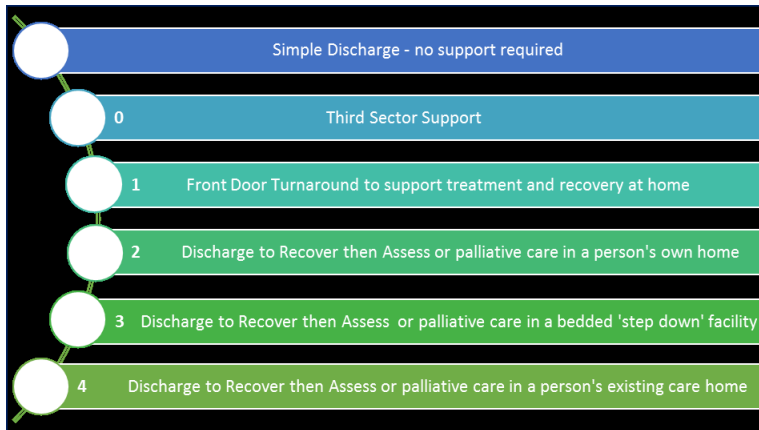
In the context of social care, Social Value Models of Delivery deliver two things.

1. Great social care for individuals is itself a source of social value. Conversely, poor social care for individuals is not a source of social value.
2. Added value comes from models of care and support which deliver social, economic, and environmental value, above and beyond the delivery of great care for individuals. This added value benefits the community and the wider world - and benefits future generations.

## **WG Discharge to Recover and Assess**

Hospital Discharge Services Requirements for health, social care, third and independent sector partners in Wales came into force from April 2020.





## Rebalancing Agenda

In January 2021 the Welsh Government published a White Paper setting out an ambition to rebalance care and support. ‘Rebalancing’ includes an explicit commitment to a mixed economy of provision ‘so that there is neither an over reliance on the private sector (including the voluntary and charity sector), nor a monopoly in the other direction’, but is defined more broadly as a set of descriptors of the system change sought:

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### Rebalancing means...

...Away from complexity. Towards simplification.  
 Away from price. Towards quality and social value.  
 Away from reactive commissioning. Towards managing the market.  
 Away from task-based practice. Towards an outcome-based practice.  
 Away from an organisational focus. Towards more effective partnership...

... to co-produce better outcomes with people<sup>1</sup>.

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## A National [Domiciliary] Care Service: Creating a franchise model

*The Strategic Case for Change: Sustainable Balanced Care and Support at Home in Wales*  
 Most local authority areas in Wales are now reporting waiting lists for care provision due to a shortage of care staff. Work has begun to address terms and conditions for care staff, but unless we fundamentally consider a whole employment package and levels of support afforded to domiciliary care, we will continue to see challenges and workers opting for alternative roles outside the sector, such retail, hospitality, healthcare, etc.

The Rebalancing Care & Support in Wales consultation responses suggested variation across Wales in how domiciliary care and support is delivered and how direct payments are used, with direct payments often being used as a last resort for people, when registered domiciliary care provision is unable to be secured. The June 2021 summary paper suggested that new commissioning arrangements must include provisions to help older people, including carers and people living with dementia, benefit from flexible services without being overwhelmed with unfamiliar and onerous responsibilities on top of the issues with which they are already facing in their daily lives. The 2016 National review of domiciliary care in Wales ‘Above and Beyond’ suggested that the Welsh Government could explore setting up an independent domiciliary care franchise for Wales, “Gofal Cartref Cymru”, possibly as a social

interest enterprise. Investing in the development a Welsh-branded domiciliary care franchise could support smaller and new domiciliary care businesses and for example provide business development support to enable micro-providers to grow into SME's, increasing capacity of care and support at home. 6 years on this is yet to be considered Nationally. CIW data (Jan 2021-March 2022), for domiciliary support services, show 39 services closed and 28 were providing under 1000 hours of care and that recruitment and retention of staff was a major contributing factor. Social care delivery in Wales is much dispersed, and multi-agency, domiciliary care is directly delivered by LA's and is also commissioned from agencies and hence has variety of job descriptions and terms and conditions and lacks a sense of shared identity. People's experience of receiving and/or working in the services is extremely varied with no overarching brand / identity.

Comparatively the NHS has a known brand, also for the NHS there is a national agreement for grading and terms and conditions and across Wales, a national procurement service, a national shared services for recruitment etc and has a public identity, staff and the public largely know what to expect from the services regardless of where they are in Wales. Increasing complexity of need associated with advancements in medical care/ treatment, people living longer with complex medical conditions is a good news story in many ways. However, social care as a system was not necessarily designed to meet the needs of people with complex needs. Generationally there has been a strong emphasis on community-based care and move out of long stay institutions and community hospitals so the expectations of the current generation is very different from previous. Nationally there has been a strong drive to move acute medicine and rehabilitation out of hospital sites into communities. Social care delivery is still often performed by staff who are paid, on or around the national living wage, which has not changed for this generation. Yet the work they deliver is now unrecognisable from the care delivered to the previous generation and is far more complex. Therefore, we need to reconsider the workforce needed across Wales, to deliver within this new paradigm, the skills required and the remuneration and identity / brand of this staff group.

The work to develop the concept is currently a nationally led programme with Welsh Government, Association of Directors Social Services, and the Wales care sector.

### **Domiciliary care services**

Regulated domiciliary care services are an important part of the social care "fabric" that supports local people to maintain their independence in their own homes. These services support resilience and well-being and offer alternatives to residential provision, as well as reablement support to facilitate expedient and safe transfers from hospitals and contribute to reducing emergency hospital admissions.

### **Invest in Technology**

Innovation and wider use of digital technology has been identified as an option to support individuals remain independent in their own homes for longer, whilst also supporting improved community cohesion and resilience. These elements are vital in addressing rising complexity of demand upon local care markets. Technology Enabled Care is a new area of development for Ceredigion offering evolving potential for new solutions to support the sector.

## **Ceredigion Population**

People are living longer with increasingly complex issues, whilst wanting to remain in their own homes and live as independently as possible for as long as possible. COVID 19 has had a significant impact on the physical and mental wellbeing of older people against the background of the worst pandemic for over a century impacting profoundly on people who need care and those caring for them - whether unpaid or paid. Providers of services have also been severely affected and existing workforce pressure have worsened considerably. The challenges of the pandemic have introduced a great deal of uncertainty into care markets. The sector has also been dealing with historic systematic challenges which are now being magnified because of the pandemic. Over the last decade demand pressures on social care services have been compounded by fiscal austerity across public services.

To this context, the “Through Age Wellbeing Strategy 2021-2027”, sets out our plans to design and deliver services based upon the life course of individuals as opposed to being determined by age categorisations. This approach can offer greater continuity in supporting people to being resilient and maintaining their independence in their own homes.

The market for domiciliary care for older people is currently presenting the greatest risk of market instability as workforce pressures continue to mount and complexity of need increases, whilst prices paid for care across Wales and the UK struggle to compete for staff with other sectors such as retail and tourism and more competitive rates of pay.

This market segment has seen Ceredigion taking on more in-house domiciliary hours and enablement and bridging support over the last 3 years. Supporting the market with a level of in-house services can help secure access to the right support locally as well as adding in-house capability to support market development. At the same time, it is widely acknowledged that the role of the independent provider sector remains critical - and the key judgement is to determine the optimal balance between in-house and independent provision.

In Ceredigion the domiciliary care provision continues to be met through the Commissioning Dynamic Purchasing System (DPS) Framework for the procurement of the services for individual service users. The care packages are advertised using an e-Tendering process. All providers in Ceredigion are registered to the DPS Framework having passed through a series of essential requirements qualification criteria and are then able to contract for services with Ceredigion County Council.

Once a social worker has identified eligible care needs following a Social Services and Wellbeing Act Assessment, a service request is made. Once confirmed the notice is placed on the e-Tender Procurement Portal, [etenderwales](http://etenderwales.com). The providers who are registered to deliver care within Ceredigion are then able to look at the packages of care that are required in the community and submit offers to deliver that care. These offers are made to the family and once accepted care will be arranged to commence. If a family refuse the offer (for example if care times do not meet their personal preference and a compromise is not possible), then the care request will remain on procurement pending an alternative offer. The care needs for a care and support package for highly complex care needs may require 2 care staff up to 4 times a day, 7 days a week, 52 weeks a year, and others care needs will also

range throughout the spectrum of needs through to lower-level interventions once or twice a week to assist with bathing/showering as an example. Care and Support at home has a focus on delivering skills to provide personal care and wellbeing needs.

## **Ceredigion Initiatives to support the Domiciliary Care Market 2022/3 onwards**

### **1. Domiciliary Care Framework – Re-Tender**

Commissioning domiciliary care in a rural and coastal county such as Ceredigion has always been challenging. The domiciliary care market position statement demonstrated the ongoing challenges and the increasing recruitment and retention issues. It was also recognised that the fees paid to care providers in Ceredigion were struggling to keep pace with neighbouring authorities and potential agencies on the borders able to choose from other authorities commissioned rates, health board commissioning and private funders. The care sector post pandemic has been significantly impacted and care staff and being enticed to work in less demanding roles for more money and better terms and conditions outside of care. Working in difficult circumstances, providing the most important role within society, but for lower salaries and poorer terms and conditions than other sectors is seen as a potential barrier for recruitment, retention, career, and succession planning.

### **Consideration of New Fee Rates**

Having adopted a Dynamic Purchasing System for the procurement of domiciliary care, different providers had agreed fee rates. Trying to avoid price over quality was challenging, as well as ensuring that care was available in rural areas as well as the more populated urban areas. The Home Care Association (HCA, formerly United Kingdom Home Care Association UKHCA) calculate a fair fee for care provision and publish this annually, historically as one rate for the UK. Ceredigion fee rates were recognised as being below the recommended rate by the HCA. Having considered this calculation, it was decided to develop the Ceredigion Pledge as part of the 2023 Domiciliary Care Tender exercise and Domiciliary Care Framework to develop a Social Value Model commitment.

### **Ceredigion County Council Agreement for 2023/4**

Ensuring fair fee rates is a cornerstone of the longer-term strategy for domiciliary care sustainability in Ceredigion. Ensuring that adopting higher fee rates would result in the care staff themselves benefiting and that employee terms and conditions were improved was a crucial component. Ceredigion County Council sees the value of the 'Ceredigion Pound' and that the Council's money should be spent, where possible, in Ceredigion for the benefit of the people of Ceredigion, with that money circulating through the Ceredigion and Welsh economy. Following a period of consideration of wider budgetary implications, the proposals for the 2023/24 Domiciliary Care rate were supported and approved.

### **2. The Ceredigion Pledge**

We have established a 15 Point Pledge as part of the new Domiciliary Care Framework 2023 (attached as background papers). We aim to pay all domiciliary care providers a rate more

aligned to the Home Care Association (HCA) recommended hourly rate. In Wales the rate has for 2023/24 included full training payments for the range of fees and training time and we acknowledge this calculation does not fully reflect the position of the current training environment across the sector. However, the principles of the HCA rate setting have been acknowledged in the rate approved for 2023/24. We will review fees annually, usually with effect from April each year. A change to the rate may or may not occur following a review and a change could either be an increase or a decrease in the rate. Where elements that make up the rate are governed by either Welsh Government policy or by factors enshrined in UK Government policy or legislation then the Council will ensure an appropriate change to the rate is implemented. Where elements of the rate relate to more general costs, then an appropriate published inflation index will be considered as part of the review for those elements, i.e. taking account of and analysing the breakdown of the HCA recommend rates across the UK and will apply a fair and reasonable decision taking account of the comparative analysis for Wales and the other nations of the UK.

For 2023/34 the fee has increased to £26.50 per hour resulting in some providers who previously bid via the Dynamic Purchasing System at low rates receiving a significant uplift in 2023. The Council has the discretion to pay an enhanced rate for packages that meet a pre-defined set of criteria. If a support package is applicable for this rate, it will be indicated at the time of the advertising for expressions of interest for packages via the eTenderWales portal.

The aim, over time, is to pragmatically achieve the HCA rate for Wales for all providers based on comparative analysis of the costs breakdown across the nations to ensure the best standards and terms and conditions to the care staff.

### **Aspirational Benefits**

It is important that the Council is enabled to manage the fiscal position appropriately and that providers can meet the Ceredigion 15 Point Pledge standards as a core and fundamental commitment under the new DPS Domiciliary Care Contract and Terms and Conditions. As of the 2023/24 framework all providers must deliver these standards, receiving the full uplift at the outset. The intention is that all care staff in Ceredigion will receive pay that seeks to reflect the value of their labour and that their working terms and conditions are enhanced. Recruitment will enable growth in the number of Welsh speakers applying for caring roles, reduce the gender pay imbalance and promote care as a long-term career path.

### **3. Retainer Scheme Payments 2022/23**

Historically when a service user was admitted to hospital or respite, the provider would receive no payment for those periods. This meant staff would be re-allocated to other clients waiting for care, be that private clients, health board commissioned requests or other social care clients. If they held the place for the person to return this had a significant financial impact on the business sustainability with the reduction in cash flow and income. The Retainer Scheme was developed initially as a pilot with specific criteria for the circumstances

of a) service user hospitalisation b) respite away from the home c) planned cancelled calls due to in home respite with family for periods up to 14 days. The intention was to ensure that the provider continued to pay the staff and ensure their availability to promptly restart the retained package of care at the first scheduled call after discharge, following return from respite, or family leaving and care recommencing. The objective was to improve hospital flow, ensure continuity of care and ensure fair and equitable support to care workers and the provide the business with improved financial continuity planning. The total value of payments made to providers in respect of this scheme is £55.8k. The feedback on this initiative has been overwhelmingly positive from service users, care staff, provider managers and health and social care professionals. It has now been embedded in the terms and conditions of the new Framework from June 2023.

#### **4. Fuel Premium Supplement & Grant Opportunities**

Welsh Government made funding available specifically to support the delivery of domiciliary care services. One of the most pressing issues raised by providers was the high cost of fuel and the Council agreed to offer an additional £2 per hour as a Fuel Premium Supplement with effect from 22/08/2022. The funding was made based on the following principles:

The additional funding was a contribution in recognition of the impact of fuel prices for Providers who incur travel costs as part of their core service provision. Providers agreed to pay their staff mileage rates which are aligned to or no lower than HMRC rate of 45p per mile. Providers had flexibility as to how this Fuel Premium Supplement was passported to their staff (e.g. Enhanced hourly rates, enhanced mileage rates, lump sum travel payment). The expectation was that the funding should be passported to their staff in full. The funding was to be variable, with the Council having the option to review the Fuel Premium Supplement at 8 weekly intervals, based on published fuel price data. Funding was time limited to c.31/03/23 and the availability of the WG funding. The total value of payments made to providers in respect of this scheme was £171.3k relating to Fuel Premiums, payments for other grant opportunities are going through the claims process.

#### **5. Personal Protective Equipment**

Throughout the pandemic and in the post pandemic recovery period, supplies of PPE have been centrally managed with supplies via the PPE Hub hosted within the Centre for Independent Living, Felinfach as part of the Integrated Joint Equipment Service have coordinated the central ordering and delivery of PPE to the Care Sector across Ceredigion. The PP Hub as a central coordination service has been a significant success, ensuring consistency, flexibility, and speed of response throughout the period and has been and continues to be a hugely valued corporate model of delivery by the Care Sector.

#### **Dom Care PPE Provision 2022-23**

| <b>Sum of Gloves Box (100)</b> | <b>Sum of Aprons Roll (100)</b> | <b>Sum of masks Box (50)</b> | <b>Count of Full Face Visors</b> | <b>Count of Hand Sanitiser (500ml)</b> |
|--------------------------------|---------------------------------|------------------------------|----------------------------------|--|
| 11455                          | 2239                            | 2397                         | 169                              | 169                                    |

## 6. Provider Hub

Throughout the pandemic we held regular network meetings with the Dom Care providers to share information, provider support, guidance, and advice. As part of the long-term support to the sector post pandemic we have firmly embedded a programme of monthly meetings. The intention is to create a community of practice, learning and improvement alliance to embed the new framework, share emerging developments and encourage a proactive collaboration in line with the social value model objectives of the Framework. Regular speakers are invited from across Through Age Wellbeing programmes to encourage wider collaboration and closer working. Local and national information is shared and act as a conduit for engagement on a wide range of initiatives. Providers have reported to the authority and to Care Inspectorate for Wales that the partnership with Ceredigion is extremely proactive in support and guidance. Our intention is to further develop the Hub as funding opportunities allow and we are currently exploring options. Our collaborative approach between the Provider Hub in Porth Gofal, Procurement and Commissioning and Finance is a significant strength and reflects well the Team Ceredigion ethos and partnership. This ensures knowledge, skills and consistency form the foundation of our engagement with the sector.

## 7. Manual Handling Trainer/Releasing time to care

As a result of Regional Integration Funding, we have been able to work in collaboration with our corporate Health and Safety and Learning and Development to appoint a part time additional trainer who will be developing and delivering value based manual handling training with additional support and guidance to domiciliary care providers from later in 2023 in a new purpose led training room within Penmorfa. This is intended to increase the skills, knowledge, quality, and consistency of training across the sector with a local resource capability. Additional work is also under way in tandem, to examine the potential to release time to care capacity through the reduction potential for some packages requiring two care staff per call to evolve into greater deployment of single-handed care, achieved through enhanced sector training and skills for the use of appropriate equipment for safer care delivery.

## 8. Medication Administration Scheme

Working directly with Hywel Dda Health Board we have facilitated a pilot with one of our Dom Care providers to trial and test the emerging regional Medication Administration Scheme, based on the WG National Scheme, which will then be rolled out across the county.

### CURRENT SITUATION:

#### Targeted Care & Enablement Service Discharge to Recover and Enablement referrals 2021/22 & 2022/23

| April 1st 2021- March 31 <sup>st</sup> 2022             | April 1st 2022- March 31 <sup>st</sup> 2023             |
|---|---|
| Discharge to Recover & Assess /Enablement<br><b>335</b> | Discharge to Recover & Assess /Enablement<br><b>325</b> |
| Long Term Bridging<br><b>165</b>                        | Long Term Bridging<br><b>220</b>                        |
| Total<br><b>500</b>                                     | Total<br><b>545</b>                                     |

### **Targeted Care & Enablement Service Annual Hours Delivered**

- 25,732 care hours delivered in the last twelve months.

Approx 60/40% split for Long Term Care and Discharge to Recover and Assess (Travel time not included).

### **Commissioned Dom Care Agencies Annual Hours Delivered**

- 244,219 hours between 12 separate agencies  
= 20,351.65 hours a year (noting the size of each agency varies and therefore the volume of caseload capacity, staffing and geographical coverage varies).

### **Domiciliary Care Waiting List**

In addition to the e-Tender DPS advertising, for all packages of care seeking to be commissioned, the Provider Hub officers contact the providers daily providing them with the current cases per geographical area and will work with them to identify route planning and rota gaps to maximise the potential to accept and seek via e-Tender additional packages of care.

As at 25/4/2023 there were 66 individuals on the commissioned care seeking list waiting, totalling 725 hours.

However, we have seen a welcome fall in the number of those waiting for packages of care over recent months. At the start of 2023, the waiting list stood at 98 packages and 1068 hours. Whilst the figure grew from summer 2022 onwards, an upward trend seen across the region, Wales and the UK, the figures did stabilise in the latter part of 2022, and remained fairly static despite almost no uptake in packages of care in November to mid-January by the independent sector, and a heavy reliance on the in-house service support and use of short-term placements.

Care Agencies have seen a very slow and gradual improvement in some areas of recruitment, the stabilisation of the fuel crisis has seen improved retention of existing staff and the Real Living Wage have all felt to have contributed a degree of confidence in the agencies willingness to take on the risk to their delivery model and extend their delivery to more care packages. However, the sector and workforce situation remains fragile and the gains each week struggle to keep pace with continued growing demand and level of complexity of need being sought to gain any greater traction currently.

Of the current waiting list there are 14 service users currently supported in residential homes, pending sourcing appropriate levels of care required to safely return home, ie often requiring 4 calls a day for 2 care staff 7 days per week. Or needing care at home in a geographical remote area where no provider is close to or able to absorb into existing service user care provision routes. The cost of a residential placement is higher than if there were provided with a domiciliary care package at home and additionally the contribution is capped at £100 so there is also potentially lost income together with the increased cost. In complex cases a joint meeting will be held to consider all the available options for care at home, or for short term placement if care at home is not safely viable. This is a difficult decision for all



concerned, but the safety of the individual remains paramount. It remains the hope that the new Domiciliary Care Framework will alleviate some of the sector financial pressures and potentially attract new providers to the area as well as encourage expansion by some of those well established in Ceredigion.

In Summer 2022, notice of termination of packages (hand backs) by care agencies was occurring at unprecedented levels, due primarily to loss of care staff to the sector and recruitment difficulties. This has decreased significantly, and where a hand back notice is given by a provider, we have firmly established a multi-disciplinary approach with agencies to try to seek solutions to encourage retention. The new Framework extends the period of notice that must be given from 28 days to 2 calendar months to allow for time for planning for resolutions to be sought.

The new Dom Care Framework will provide for a new rate to all agencies of £26.50 for all packages with the ability to pay an additional premium of up to £1.90 for packages that meet a set of pre-determined criteria.

However, it is important to note that Pembrokeshire County Council have just announced their new commissioned provider rates for 2023/24 as £30.64 urban, £35.40 Rural and £41.99 Extra Rural. For our agencies operating from South Ceredigion and able to work across the border into Pembrokeshire, they are classed as Rural agencies this will equate to £8.90 more per hour than Ceredigion's standard rate. This may see a significant high-risk impact on the sector within Ceredigion, potentially further reducing capacity. Conversely, we are aware we may see marginal gains in North Ceredigion with one or two agencies keen to expand further to mid county as a result of the hourly rate improvement in Ceredigion.

**In the week of 25/4/2023 the in-house Targeted Care & Enablement Service held:**

- 34 Bridging packages of care, 2 being double handed care (2 care staff per call)  
= 320.75 hrs
- 31 D2RA / Enablement packages of care  
=231.0 hrs

**Combined hours**

=551.75 (25/4/23)

Throughout 2022/23 we have tracked weekly with providers their staff vacancy levels which at a high point in the winter reached more than 55 vacancies. As of 25/4/23, allowing for those joining and leaving across the sector week by week, vacancies were reported to have fallen to 42 across the sector. A small but significant change.

Targeted Care & Enablement have 2 Care and Support Worker vacancies remaining for the in-house frontline staff, thereby achieving maximum staffing within current budget capacity. Currently the service has 35 staff, 32 staff work a rolling rota of 35 hours per week, 4 days on 4 days off across a 7-day week, 52 weeks per year, with 1 member of staff providing 23 hours and 2 staff providing 21 hours per week respectively.

**Care Inspectorate Wales**

Ceredigion County Council Targeted Care & Enablement Service was subject to Inspection by Care Inspectorate Wales in October 2022 and received an exemplary report published in November 2022, with the inspectors offering the highest praise for the service model and delivery.

We are delighted the report recognised the exceptional work of the Registered Manager, her small management team, and their dedicated frontline staff. The CIW report is testament to the exceptional commitment, the quality of care and the overall leadership of the service, supported by the Corporate Manager and the Responsible Individual. We commend the CIW Inspection Report (and attach as background papers) in acknowledgement of this highly achievement, embedding the hybrid patch-based model of care delivery and in rising to the many care sector challenges, as evidenced within this Domiciliary Care report.

**Has an Integrated Impact Assessment been completed? If not, please state why**

**WELLBEING OF FUTURE GENERATIONS:**

**Summary:**  
**Long term:**  
**Integration:**  
**Collaboration:**  
**Involvement:**  
**Prevention:**

**RECOMMENDATION (S):** For information

**REASON FOR RECOMMENDATION (S):**

**Contact Name: Donna Pritchard**

**Designation: Corporate lead Officer Porth Gofal**

**Date of Report: 3<sup>rd</sup> May**

**2023**

**Acronyms:**



# Inspection Report on

**Targeted Care and Enablement**

**Ceredigion County Council  
Unit 1 Aeron Valley Enterprise Park  
Lampeter  
SA48 8AG**

**Mae'r adroddiad hwn hefyd ar gael yn Gymraeg**

**This report is also available in Welsh**

**Date Inspection Completed**

20/10/2022

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## About Targeted Care and Enablement

|  |  |
|--|--|
| Type of care provided                                      | Domiciliary Support Service  |
| Registered Provider  | Ceredigion County Council Adults and Children's Services   |
| Registered places  | 0  |
| Language of the service                                    | Both   |
| Previous Care Inspectorate Wales inspection                | <a href="#">18 February 2020</a>   |
| Does this service provide the Welsh Language active offer? | The service provides an 'Active Offer' of the Welsh language. It anticipates, identifies and meets the Welsh language and cultural needs of people who use, or may use, the service. |

### Summary

The service offers people a short and targeted period of support (usually up to six weeks) to enable them to regain as much of their independence as possible. People are very satisfied with the service and we were told *“It’s a fantastic service, I’m as happy as Larry and they’ve helped me to build my strength up”*. Representatives value the support and encouragement from the staff and a family member told us *“It’s a great service, the carers encourage him to do his exercises”*.

Experienced support workers are guided by detailed plans that are created with the individual and focus on the goals they want to achieve while in the service. One told us *“Working for the service is fulfilling, no two calls are the same, its varied and makes a difference to peoples’ lives which makes it very rewarding”*. The managers of the service are accessible and well respected by all involved. A support worker said *“I feel that I am part of a very good team and the support is from the top down”*.

## Well-being

People receive person centered support and are involved in all decisions about the service they receive. Detailed information about individual goals people have while using the service is recorded in personal plans. Senior staff work closely with health and social care professionals to help people remain as independent and as healthy as possible. A support worker told us *“We have a good network of people we can contact if needed; from, GP, district nurses, occupational therapists and physiotherapists”*. People and/or their representatives regularly contribute to decisions that affect them. Senior workers maintain detailed personal plans that focus on setting and achieving goals and communicate effectively with all involved.

The service lasts for up to six weeks and supports people to regain as much of their independence as possible. People’s health and well-being are constantly being promoted by the service because support workers focus on what people can do and support only where needed. A support worker told us *“I enjoy helping people when they need it and improving their wellbeing and health”*. People feel valued because the service provides an 'Active Offer' of the Welsh language. Many of the staff are Welsh speakers, which means people are able to communicate in Welsh or English as they choose. People are empowered to remain in control of their support by staff who enable them to regain skills effectively and safely.

Recruitment and training ensures people get the right care and support, from skilled and knowledgeable workers. Care workers protect people from abuse and neglect and are fully aware of their responsibilities to raise concerns. People and/or their representatives know how to make a complaint if needed and have full confidence in the managers.

People have a voice and input into the running of the service because the RI involves them in quality assurance. Governance processes are comprehensive and focus on developing the service by using information from surveys and audits. The Quality of Care Review identifies areas to improve following consultation with people who use the service. The provider is also looking into creative ways of working to meet peoples needs, including the use of innovative assistive technology.

## Care and Support

People are very happy with the care and support they receive, an individual told us *“The staff are brilliant, friendly courteous and they have a laugh with us”*. Staff support people in their own homes to regain their independence, this can be after a hospital admission or period of illness. A family member told us *“The girls (care workers) are good, they have got to know us well”*. The provider has personalised and accurate goal orientated plans for how it delivers support to individuals.

The manager considers a range of information from the person, their representatives, workers and external professionals. Risk assessments help to maintain people’s safety, while promoting and encouraging their independence. Senior workers regularly review plans with individuals, their representatives and professionals so they remain focused on achieving their outcomes. Daily notes are detailed and show the support people receive and include important feedback from the individual. Support workers follow an enablement ethos and assist people in-line with their specific individual goals. We saw very good evidence of health and social care professionals being involved throughout the planning and reviewing process.

Support workers are passionate and positive about their role and the impact they have on people. A worker told us *“I enjoy making a difference to people, seeing them regain their independence and no longer needing the service, it’s nice to see them being able to stay in their own homes and continue living the life that they choose”*.

The manager and RI told us about a team approach to maintaining the service during the pandemic. We were told the staff covered each other’s shifts when they had to isolate and kept the service going. Support workers are very grateful for the support they received throughout the pandemic.

The provider has policies and procedures to manage the risk of infection. There are good hygiene practices in line with Public Health Wales guidance. The service provides accessible and effective, advice to support workers. Each individual plan has video links to current moving and handling practice relevant to that person and can be accessed whenever needed.

## Leadership and Management



The provider has good arrangements in place for monitoring, reviewing and improving the quality of the service. The Responsible Individual's (RI) statutory quarterly visits are comprehensive and involve people and/or their representatives and staff. Information from internal quality assurance systems informs the action plan that focuses on improving the service. The six monthly Quality of Care Review is detailed and highlights positive outcomes as well as areas the service intends to improve.

There is an open and supportive culture at the service. The manager is accessible and well respected by the team. People have confidence in the way the service manages complaints and feel able to raise them if needed. A person told us *"I haven't had to complain but if I had to, I have the managers number and would be straight on the phone"*. Support workers are positive about the leadership and managers; one told us *"My line manager is there to support us in any way, especially through the COVID pandemic"*. All support workers confirm they receive regular, one-to-one supervision meetings and appraisals and can talk to the manager whenever they need to, records corroborated this. A support worker told us *"my manager is always at the end of the phone for support"*. Staff members have a good understanding around safeguarding. Policies and procedures are in place to support good practice and staff have a sufficient understanding of key policies.

Pre-employment checks take place before new employees start work. These include reference checks, right to work and Disclosure and Barring Service (DBS) checks. Support workers receive mandatory, person specific and developmental training to meet people's needs and enable outcomes. The induction process is comprehensive and specific to the service. Ongoing training and development is available to workers in line with the varied and complex needs of the people they support. A support worker told us *"I am more knowledgeable after training and it helps me in supporting people back to being independent in their own home"*.

Adequate numbers of staff are available to meet people's needs. Dedicated workers ensure people get continuity of care and support to help build essential relationships. An individual told us *"I was anxious at the start of the service but they reassured me within the first couple of days and now, we feel like we have known them for years"*.

### Summary of Non-Compliance

| Status              | What each means   |
|---------------------|---|
| <b>New</b>          | This non-compliance was identified at this inspection.  |
| <b>Reviewed</b>     | Compliance was reviewed at this inspection and was not achieved. The target date for compliance is in the future and will be tested at next inspection. |
| <b>Not Achieved</b> | Compliance was tested at this inspection and was not achieved.  |
| <b>Achieved</b>     | Compliance was tested at this inspection and was achieved.  |

We respond to non-compliance with regulations where poor outcomes for people, and / or risk to people’s well-being are identified by issuing Priority Action Notice (s).

The provider must take immediate steps to address this and make improvements. Where providers fail to take priority action by the target date we may escalate the matter to an Improvement and Enforcement Panel.

### Priority Action Notice(s)

| Regulation | Summary  | Status |
|------------|--|--------|
| N/A        | No non-compliance of this type was identified at this inspection | N/A    |

Where we find non-compliance with regulations but no immediate or significant risk for people using the service is identified we highlight these as Areas for Improvement.

We expect the provider to take action to rectify this and we will follow this up at the next inspection. Where the provider has failed to make the necessary improvements we will escalate the matter by issuing a Priority Action Notice.

### Area(s) for Improvement

| Regulation | Summary | Status |
|------------|---------|--------|
|------------|---------|--------|

|     |  |     |
|-----|--|-----|
| N/A | No non-compliance of this type was identified at this inspection | N/A |
|-----|--|-----|

**Date Published** 23/11/2022



## **Valuing the Domiciliary Care Workforce**

### **A Social Value Model for Ceredigion**

#### **Background**

Commissioning domiciliary care in a rural and coastal county such as Ceredigion has always been challenging. The domiciliary care market position statement demonstrated the ongoing challenges and the increasing recruitment and retention issues. It was also recognised that the fees paid to care providers in Ceredigion were struggling to keep pace with neighbouring authorities and potential agencies on the borders able to choose from other authorities commissioned rates, health board commissioning and private funders. The care sector post pandemic has been significantly impacted and care staff and being enticed to work in less demanding roles for more money and better terms and conditions outside of care. Working in difficult circumstances, providing the most important role within society, but for lower salaries and poorer terms and conditions than other sectors is seen as a potential barrier for recruitment, retention, career, and succession planning.

#### **Consideration of New Fee Rates**

Having adopted a Dynamic Purchasing System for the procurement of domiciliary care, different providers had agreed fee rates. Trying to avoid price over quality was challenging, as well as ensuring that care was available in rural areas as well as the more populated urban areas.

The Home Care Association (HCA, formerly United Kingdom Home Care Association UKHCA) calculate a fair fee for care provision and publish this annually, historically as one rate for the UK. Ceredigion fee rates were recognised as being below the recommended rate by the HCA. Having considered this calculation, it was decided to develop the Ceredigion Pledge as part of the 2023 Domiciliary Care Tender exercise and Domiciliary Care Framework to develop a Social Value Model commitment.

#### **Ceredigion County Council Agreement**

Ensuring fair fee rates is a cornerstone of the longer-term strategy for domiciliary care sustainability in Ceredigion. Ensuring that adopting higher fee rates would result in the care staff themselves benefiting and that employee terms and conditions were improved was a crucial component. Ceredigion County Council sees the value of the 'Ceredigion Pound' and that the Council's money should be spent, where possible, in Ceredigion for the benefit of the people of Ceredigion, with that money circulating through the Ceredigion and Welsh economy.

Following a period of consideration of wider budgetary implications, the proposals for the 2023/24 Domiciliary Care rate was supported and approved.

#### **The Ceredigion Pledge**

1. We aim to pay all domiciliary care providers a rate more aligned to the HCA recommended hourly rate. In Wales the rate has for 2023/24 included full training payments for the range of fees and training time and we acknowledge this calculation does not fully reflect the position of the current training environment across the sector. However, the principles of the HCA rate setting

have been acknowledged in the rate approved for 2023/24. We will review fees annually, usually with effect from April each year. A change to the rate may or may not occur following a review and a change could either be an increase or a decrease in the rate. Where elements that make up the rate are governed by either Welsh Government policy or by factors enshrined in UK Government policy or legislation then the Council will ensure an appropriate change to the rate is implemented. Where elements of the rate relate to more general costs, then an appropriate published inflation index will be considered as part of the review for those elements, i.e. taking account of and analysing the breakdown of the HCA recommend rates across the UK and will apply a fair and reasonable decision taking account of the comparative analysis for Wales and the other nations of the UK.

2. For 2023/34 the fee has increased to £26.50 per hour resulting in some providers who previously bid via the Dynamic Purchasing System at low rates receiving a significant uplift in 2023. The Council has the discretion to pay an enhanced rate for packages that meet a pre-defined set of criteria. If a support package is applicable for this rate, it will be indicated at the time of the advertising for expressions of interest for packages via the eTenderWales portal.

3. The aim, over time, is to pragmatically achieve the HCA rate for Wales for all providers based on comparative analysis of the costs breakdown across the nations to ensure the best standards and terms and conditions to the care staff.

### **Aspirational Benefits**

It is important that the Council is enabled to manage the fiscal position appropriately and that providers can meet the Ceredigion 15 Point Pledge standards as a core and fundamental commitment under the new DPS Domiciliary Care Contract and Terms and Conditions. As of the 2023/24 framework all providers must deliver these standards, receiving the full uplift at the outset.

The intention is that all care staff in Ceredigion will receive pay that seeks to reflect the value of their labour and that their working terms and conditions are enhanced. Recruitment will enable growth in the number of Welsh speakers applying for caring roles, reduce the gender pay imbalance and promote care as a long-term career path.

For the Ceredigion population, the Ceredigion economy, Ceredigion social care service users, Ceredigion care staff, Ceredigion care agencies, and Ceredigion County Council, the **Social Value Model** benefits will provide:

1. **Great social care for individuals** - itself a source of social value. Conversely, poor social care for individuals is not a source of social value.
2. **Added value** - comes from models of care and support which deliver social, economic and environmental value, above and beyond the delivery of great care for individuals. This added value benefits the community and the wider world - and benefit future generations.

**This underpins the Ceredigion Pledge.** It means providers will be expected to demonstrate this in submissions to join the DPS and in their service delivery. Providers will be expected to collaborate with Ceredigion County Council throughout the duration of the contract to embrace and embed the ethos outlined by the National Commissioning Board and Cwmpass in their *Transforming Social Care* Guidance funded by Welsh Government.

**The Ceredigion Pledge**  
**Improved Terms and Conditions for Domiciliary Care Workers in Ceredigion**  
**15 Point Plan 2023/24**

1. All Service Provider Personnel (SPP) directly involved in delivering care regardless of age are to be paid the Real Living Wage (RLW).
2. The employer will pay the cost of the enhanced Disclosure & Barring Service DBS check.
3. The employer may wish to consider covering the cost of the Social Care Wales annual registration fee for the SPP directly involved in delivering care.
4. Staff uniform will be provided without charge by the employer.
5. Paid travel time at the RLW to be scheduled between all calls. Contact calls cannot be back-to-back. Travel time to the first call and from the last call may be excluded from travel time claims, where shifts are a minimum of 6 hours each.
6. When commissioned hours have been paid for i.e. a cancelled call without sufficient notice, SPP directly involved in delivering care must be paid for this time.
7. When commissioned hours have been paid for under the Retainer Scheme, i.e. for approved hospital and respite periods of absence, SPP directly involved in delivering care must continue to be paid for this time.
8. SPP to be paid the HMRC current mileage rate per mile when using their own car for work duties.
9. The employer covers the cost of a work mobile or contributes to the cost of private mobile phones when used.
10. SPP to be paid for any reasonable amount of time spent training i.e. All Wales Induction Framework (AWIF) and other mandatory training i.e. All Wales Passport and mandatory updates.
11. All breaks except for one 30 minutes break per day, to be paid at the RLW as a minimum, including breaks over 30 minutes.
12. SPP directly involved in delivering care to have adequate rest between shifts i.e. if a SPP worker is rostered to work late they are not scheduled for an early start the next day.
13. SPP have access to emotional support and counselling and wellbeing through proactive support by the employer and by actively promoting access to the programmes of support through SCW and care sector support. <https://socialcare.wales/resources-guidance/health-and-well-being-resources>
14. Work will be organised to ensure that SPP are rostered in accordance with The Working Time Regulations (1998) unless they voluntarily opt out.

**Aspirational benefits to be achieved by 2025/26 that will be considered as part of budget setting and planning under Social Value Models to attract additional premium/grant support and aligned with the potential HCA Wales rate for 2025/6.**

1. The employer will have annual Award Schemes and Bonus Incentive schemes to recognise excellence and reward innovative and proactive engagement.
2. The employer will ensure staff are paid for unsocial hours, weekends, and bank holidays at enhanced rates above the RLW.
3. The employer will ensure staff have access to an employer sickness absence scheme, above statutory sickness pay.
4. The employer will pay for the DBS Update Service annual fee.
5. The employer will pay for Welsh Language training to support the increased availability of Welsh Language speakers within their workforce.

|             |  |
|-------------|--|
| Name        |  |
| Designation |  |
| Signature   |  |
| Company     |  |
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## Cyngor Sir CEREDIGION County Council

**REPORT TO:** Healthier Communities Overview & Scrutiny Committee

**DATE:** 24 May 2023

**LOCATION:** -Hybrid

**TITLE:** Maternity and Early Years Strategy for West Wales

**PURPOSE OF REPORT:** To gain approval for the adoption of the Maternity and Early Years Strategy for West Wales, from a Ceredigion Local Authority perspective

**REASON SCRUTINY HAVE REQUESTED THE INFORMATION:** For information.

### **BACKGROUND:**

In 2018, Welsh Government invited bids from Local Authorities and Health Boards to become pathfinders for the Early Years Integration Transformation Programme. An application was submitted by Carmarthenshire and Ceredigion Local Authorities alongside Hywel Dda Health Board to become Pathfinder areas. Funding was secured (2019 - 2024) to pilot and test approaches to Early Years Integration Transformation and a Maternity and Early Years Steering Group was formed. In January 2021, Pembrokeshire successfully applied to join the Pathfinder Programme and therefore all Local Authorities in the Hywel Dda footprint have been involved in the Programme.

In 2021/ 2022 representatives of the three Local Authorities and Hywel Dda Health Board worked together to formulate a Maternity and Early Years Strategy for West Wales.

## **CURRENT SITUATION:**

The Maternity and Early Years Strategy for West Wales is guided by the Welsh Government's agenda for providing better integrated public services as iterated in the Wellbeing and Future Generations (Wales) Act 2015. The strategy focusses on support in the first 7 years of a child's life, recognising the importance of these formative years in shaping the child's future health and wellbeing.

The draft strategy was widely consulted upon with professionals and service users throughout the region and amendments were made on the basis of feedback received. The consultation was open between the 1<sup>st</sup> of July and 30<sup>th</sup> September 2022 and response were as follows:

- Online Consultation – 54 responses
- Parent focus groups – 55 participants
- Professionals Focus groups – 28 participants
- Responses received from: Childcare Team; School Nurses; Midwifery Team; Health Visiting Team; Designated Education Clinical Lead Officer; Speech and Language Therapy Team
- In addition, within Ceredigion, meetings were held with the Corporate Director and Cabinet Member for Through Age Wellbeing to consider the draft strategy.

The strategy and website development has been overseen by the Maternity and Early Years Steering Group.

The Strategy aims to promote collaboration between support services both at pre-birth and Early Years stages. The strategy is located within the Maternity and Early Years Strategy for West Wales Website, which is a collaboration between Ceredigion, Carmarthenshire, Pembrokeshire local authorities, Hywel Dda University Health Board and third sector partners. (The strategy section of the website is also available in PDF format).

Based upon extensive consultation with Service Users and Early Years Professionals, the Strategy for West Wales was written with the intention of promoting excellent services at every stage of Maternity and Early Years. The strategy aims to deliver:

- Positive engagement/ early intervention with families at the ante-natal stage.
- Positive Engagement with Families during Early Years
- Positive transition from Childcare to Early Years education

Furthermore, five strategic themes are identified as vehicles for achieving the above aims:

- Integrate our services
- Take a person-centred approach to service design
- Develop technology infrastructure and systems to enable collaboration
- Develop our Workforce
- Provide accessible information.

[Maternity & Early Years Strategy for West Wales – Working together to give children the best start in life \(earlyyearsstrategywest.wales\)](http://earlyyearsstrategywest.wales)

[Strategaeth Mamolaeth a'r Blynyddoedd Cynnar ar gyfer Gorllewin Cymru – Working together to give children the best start in life \(strategaethblynyddoeddcynnargorllewin.cymru\)](http://strategaethmamolaetharbynyddoedd.cymru)

### **SOCIAL SERVICES AND WELLBEING ACT (WALES) 2014**

The Maternity and Early Years Strategy for West Wales is consistent with the principles of the Act, specifically Prevention, Early Intervention and Partnership working/ Integration.

### **Wellbeing of Future Generations (Wales) Act 2015**

The Maternity and Early Years Strategy for West Wales is consistent with the Wellbeing of Future Generations (Wales) Act 2015, promoting Collaboration, Integration, Service User Involvement and Prevention.

**RECOMMENDATION (S):** That Scrutiny Committee Agree endorses the Maternity and Early Years Strategy for West Wales.

**REASON FOR RECOMMENDATION (S):** In order to promote clarity of purpose and a collaborative approach to Maternity and Early Years services.

|                        |                                      |
|------------------------|--------------------------------------|
| <b>Contact Name:</b>   | Iwan Davies                          |
| <b>Designation:</b>    | Corporate Manager Early Intervention |
| <b>Date of Report:</b> | 24 April 2023                        |

# Our Strategy



## Excellent services at every stage

Based on what we know about the current service landscape and what we've learned from families and early years professionals, our strategy for 2022-26 aims to deliver:



### **Positive engagement/early intervention with families at the ante-natal stage**

To ensure that specialist services provide support to prepare families for parenthood and offer support at the earliest possible opportunity.



### **Positive engagement with families during Early Years**

To ensure our family needs are at the heart of joined-up services, so that families access the right support at the right time.



### **Positive transition from childcare to Early Years education**

To ensure a seamless transition process for all children and parents from pre-school settings into early years education.





## **1. Integrate our services**

### **We need this because:**

- Siloed working creates barriers between services, and gaps that families can slip between
- We know that families (especially families in need) get better care when services work together
- Resources are stretched; by working together, we can avoid duplication, minimise waste and build on each other's work

### **We need:**

- Shared decision-making supported by shared information
- Systems for collaboration between councils
- A place-based approach to service delivery, including co-located EY teams where appropriate
- Better communication between services and agencies
- More positive relationships between professional groups
- A workforce motivated and empowered to work across service boundaries
- A workforce who feel like a single team, pulling together for the same goals

### **We'll get there by:**

- Setting up more co-located teams across the region
- Exploring options for joint or co-commissioning
- Learning from evaluations of pathfinder pilot work
- Helping professionals to gather feedback from families, so it can be used in planning and future service co-design activities



## **2. Take a person-centred approach to service design**



### **We need this because:**

- We want to offer accessible services that families want to use
- With current resources, it's hard to design services to be truly person-centred
- We don't know enough about the needs of all our service-users, and we don't recognise how different these needs are, or how they change over time
- Families can feel undermined and abandoned when services don't build from their strengths as well as their needs

### **We need:**

- Regular research with service-users and simple feedback loops, so we can see our services and workforce through the eyes of the families who depend on them
- To develop the skills of the Early Years workforce, so that they're better equipped to recognise family strengths and listen to family needs
- Community-led services, commissioned from the ground up
- To identify and remove barriers to service access, eg by making services work better across council boundaries
- Less bureaucracy

### **We'll get there by:**

- Budgeting for regular consultation with service users
- Doing more workforce co-design training and development, to help professionals capture and represent the voices of families
- Increasing regional collaboration and service integration
- Investing in community-led services



### **3. Develop technology infrastructure and systems to enable collaboration**

#### **We need this because:**

- Service professionals don't have access to up-to-date shared information about families, which means family members have to constantly repeat their case history at every meeting and consultation
- Staff in different councils, services and professions can't easily and securely share information across organisational boundaries
- Children can be missed when referrals are incomplete or delayed, because of other system barriers
- We would like to improve our monitoring of service targets and make it easy to track outcomes for individual children and for our Early Years population

#### **We need:**

- A way for service professionals across the region to easily access, update and share family information, from the device they already use and from the place where they already do their work (which, if they're a midwife, will often be on the road)
- Agreed standards for data collection, storage and access
- Automated reporting of population level indicators

#### **We'll get there by:**

- Embedding the voice of service-users into everything we do (by putting more emphasis on gathering feedback and making use of it to improve services)
- Continuing to build an evidence base that supports investment in shared IT, and lobbying for that change to be prioritised
- Continuing to make the case for simple feedback loops that would allow staff to suggest changes and improvements






## 4. Develop our workforce

### **We need this because:**

- Families aren't always getting the care and support they need, due to lack of staff.
- Staff in health, care and education are extremely busy and the work environment can be stressful.
- There's no common language to describe the same things between different organisations and professions. This caused unnecessary confusion and slow things down.
- Not all colleagues have been training on evidence-informed services.

### **We need:**

- To attract and train new and returning recruits to the EY workforce
  - Happier, more confident and less stressed colleagues
  - A widely-used common language and common ways of working
  - Cross-service training opportunities, particularly in evidence-based care
  - Recognition of transferable skills between services and professions
  - Clearer career paths for EY workers
  - More multidisciplinary teams
- 

### **We'll get there by:**

- Investing in growing the team, with appropriate marketing, recruitment and training
- Building closer links with schools, colleges and careers services, to promote jobs and work experience placements in the sector
- Developing a common basic training offer for all EY professionals
- Developing clear career progression plans, including personal development and training options



## **5. Provide accessible information**

### **We need this because:**

- Information about available services simply isn't easy to find, for families or professionals. As a result, some services are under-used
- Consequently, families don't know where to turn. Professionals don't always know where to refer them to.
- The information that does exist is fragmented; if you don't already know where to look, it's hard to find.
- It's costly and time-consuming to keep the Family Information Service up-to-date, and staff time for this is limited

### **We need:**

- Clear, accessible, comprehensive, simple information in one place
- Online information that's so good and so easy to use, it markets itself through word of mouth
- The ability for professionals to edit or annotate information on it, quickly and easily
- Better institutional knowledge about care pathways, and options for referral; if professionals know more about the Family Information Service, they will be more likely to suggest it as a source of help for families

### **We'll get there by:**

- Exploring ideas and options for a single shared online information service
- Exploring how we could invest in roles with responsibility for publishing and maintaining that information
- Undertaking mapping/reviewing work to understand current pathways better
- Providing training for service professionals, so they feel better equipped to refer families to information services
- Seeking out opportunities to work with other agencies on future investments in online information services



**Minutes of the Meeting of Healthier Communities Overview and Scrutiny Committee held at the Council Chamber, Penmorfa, Aberaeron and remotely on Thursday, 13 April 2023**

**Present:** Councillor Caryl Roberts (Chair), Councillors Ceris Jones, Amanda Edwards, Eryl Evans, Keith Evans, Wyn Evans, Gwyn James, John Roberts, Mark Strong and Carl Worrall.

**Cabinet Members present:** Councillors Matthew Vaux and Alun Williams.

**Officers in attendance:** Mrs Audrey Somerton-Edwards, Interim Corporate Lead Officer, Porth Cynnal and Interim Statutory Director of Social Services, Mrs Donna Pritchard, Corporate Lead Officer- Porth Gofal, Mr Llyr Hughes, Corporate Manager – Housing Services, Mrs Dwynwen Jones, Overview and Scrutiny Officer and Mrs Dana Jones, Democratic Services and Standards Officer.

(10.00am- 12:20pm)

- 1 Welcome and Apologies**  
Councillor Elaine Evans, Ann Bowen Morgan and Sian Maehrlein apologised for their inability to attend the meeting.
- 2 Disclosures of personal interest (including whipping declarations)**  
**Members are reminded of their personal responsibility to declare any personal and prejudicial interest in respect of matters contained in this agenda in accordance with the provisions of the Local Government Act 2000, the Council's Constitution and the Members Code of Conduct. In addition, Members must declare any prohibited party whip which the Member has been given in relation to the meeting as per the Local Government (Wales) Measure 2011.**  
None.
- 3 Housing Strategy, setting out Ceredigion's vision and plans for housing in the County for the next 5 years - 2023-2028**  
Consideration was given to the draft Local Housing Strategy 2023-2028. Under the Housing (Wales) Act 2014, local authorities had a strategic role to play in the way the local housing market functions. One of the key ways for this to be delivered was through a Local Housing Strategy. The intention was for the Local Authority to play a lead role in developing an approach to housing across all tenure and ensure the delivery of appropriate housing and related services in order to meet local need.

The current Local Housing Strategy had been in place since 2018 and was a 5-year plan. As a result, the Housing Strategy had been reviewed and updated. The review had involved Senior Officers of the Housing Team, key Partners, and Corporate Managers from across the Porth's together with data collection and analysis.

The updated Housing Strategy sets out the vision for a further 5 years:

‘There will be sufficient, suitable and sustainable accommodation to meet residents’

Following discussion, it was AGREED

- (i) to recommend to Cabinet the approval of the draft strategy and to begin on its formal consultation; and
- (ii) that Cabinet considered Members recommendation that Cabinet write to Ms Elin Jones, Senedd Constituency Member and to the four Regional Senedd Cymru Members, expressing concern that providing sufficient housing according to need in Ceredigion was not possible due to all regulations requiring LPAs under the Habitat Regulations, to consider the phosphorus impact of proposed developments on water quality within the SAC river catchment. This had a significant impact on the current housing crisis and should be considered.

#### **4 Statutory Director of Social Services Annual Report for 2020-2021, 2021-2022**

Consideration was given to the Statutory Social Services Directors Report 2020/2021 & 2021/2022. The duty to compile the Annual Report of the Statutory Director of Social Services requirement is defined in Part 8 of the Social Services and Wellbeing (Wales) Act 2014 under the ‘Code of Practice on the Role of Directors of Social Services’.

The completion of the reports had been delayed during the Covid-19 crisis. It was reported there would be no reason for delay in producing and publishing the report for the current year.

Following questions from the floor, it was agreed to recommend that Council accept the report for information.

Members thanked Officers for their hard work and commitment during what had been a difficult time.

#### **5 To present to Committee an update on the Porth Gofal Occupational Health Service**

Consideration was given to the report update on the Porth Gofal Occupational Therapy Service. A detailed background was given to the Occupational Therapy Service together with an update on the current situation.

The OT service had high numbers on the waiting list which was contributed by the build-up following Covid restrictions as only urgent visits undertaken during restrictions. Inability to recruit into vacant posts for a long period had prevented the service from being able to reduce the waiting list. The service had also had some long-term sickness and the only full time OT has recently returned from maternity leave.

It was reported that the current Challenges for the service were as follows:-

- 1) Recruitment of Qualified OT's Advert for 2 full time OT post has been out for nearly a year with no applicants.
- 2) Integrated OT leads concerns regarding ability to manage team due to IT access and resource availability. Current demands of service exceed what they were able to provide which has resulted in them stepping back from operational management to only providing clinical guidance. Current OT service was operationally managed by Porth Gofal Integrated Triage Manager who was a Social Worker.
- 3) The 2 senior practitioners had given notice. 1 retired on 18.5.2022 and other was working remotely away from Ceredigion and on an extended notice until the 31/3/23.
- 4) Recent advert for 2 senior practitioner post had received no applicants since last May .Current vacancy was being managed by Agency worker while other senior continues to work extended notice period.
- 5) Risk that waiting list would continue to increase, resulting in escalated risk due to extended delays and situations escalating for individuals and families.
- 6) Increased need for care and support due to delay in availability for preventative intervention from OT service.
- 7) Increased complaints and loss of trust in service as service users and families are getting frustrated with delay and no solution or timescale.

Recent outsourcing of waiting list to agency did not go as well as expected due to difficulty in agency obtaining OT'S that would be able to travel to Ceredigion. As only 34 assessments completed in a 4-month period and concerns raised regarding quality of work the contract was ended. Negotiations were taking place with another agency in South Wales who had advised that they would be able to provide numerous OTS to support with reducing the waiting list cost of this is £255 per assessment.

Opportunities for recruitment of OTs through the International recruitment campaign was being explored. Regular meetings were held between managers from Health and Social care to discuss the issues and consider opportunities to support the service.

The team structure WAS currently being reviewed to identify opportunities that may improve recruitment for the team. A service risk assessment was in place and reviewed regularly.

It was AGREED to note the current position.

## **6 Independent Reviewing Officer Performance Management Report, quarter 3, 2022/2023**

Consideration was given to the Report upon the Independent Reviewing Officer Performance Management Report, quarter 3, 2022/2023. This report represents the monitoring and quality assurance of Looked After Children who were reviewed during the third quarter of 2022/23. This information contributes to Members fulfilling their roles as Corporate Parents. The information was based on the monitoring forms completed by the Independent Reviewing Officers (IRO) following each Looked After Children Statutory Review(LAC Review) and was informed by other performance

information held by Children Services. The report includes National and Local standards and targets used to measure outcomes for Looked After Children (LAC) at the time of their statutory review, and includes Welsh Government Performance Indicators (PI's) and Local Performance Targets.

On the basis of the information available and the views expressed during the LAC Review Meeting, the IRO makes a professional judgement about the effectiveness of a child/young person's Care Plan in meeting their needs and may recommend changes to the Plan.

During the Review Meeting the IRO considers whether the child/young person who was being reviewed requires assistance to identify relevant other people to obtain legal advice/take proceedings on their behalf. This action was deemed necessary for 1 young person by the IRO in the period. In addition, the IRO has regard as to whether the child/young person's human rights were being breached in any way and, if so, might make a referral to CAF/CASS. This action was not required at any review.

#### **SUMMARY OF KEY POINTS;**

- At the end of quarter 3, there were 122 children being looked after compared to 112 at the end of Q2.
- 116 children were reviewed in this quarter compared to 63 in the previous quarter. The large number of reviews completed in this quarter was due to the commencement of the Innovate Team in the county. LAC reviews that had been due were postponed to a time in Quarter 3 where there was more capacity with Innovate starting and the children's cases were reallocated to new social workers who could participate in the review process. 85.3% of children were reviewed in the statutory timescale compared to 88.9% in Quarter 2.
- 8 children left care in this quarter compared to 6 in Quarter 2. 6 children had their Care Orders revoked, 6 child returned home to family, 1 child went on to a When I'm Ready placement and 1 child went to supported lodgings or independent living or in to a shared lives placement.
- The placement provision for the children reviewed during this Quarter were 13 in Local Authority foster care, 24 in kinship carer placements (19 in county, 5 out of county), 22 were in Independent Foster Agency placements (7 in county, 15 out of county), 15 children were placed with parents (12 in county, 3 out of county) and 12 were placed in residential care provision outside of the county.
- 74 children were being cared for under the legal status of a Full Care Order, 18 were under an Interim Care Order, 4 under a placement order and 20 under Section 76.
- Of the children reviewed in this quarter, 83.6% of children received a statutory visit. This was compared to 93.7% in Quarter 2.
- 42.9% of the care and support plans were recorded as being in place at the first review. The low percentage this quarter was due to staffing difficulties within the Planned Care Team which prevented the plans being completed on time.

- There were only 16.7% of children reviewed in this quarter who had a Permanency Plan in place that had been agreed by the second review. This compared to 57.2% in the previous quarter.
- Length of time in Care for Ceredigion children who are being looked after that were reviewed in Quarter 3 were 27 under 6 months, 9 between 6 –12months, 19 between 1 – 2 years, and 61 over 2 years.
- For children reviewed and their second or subsequent reviews, permanency plans that were in place were, Long Term Foster Care for 37 children, kinship care for 17 children, twin tracking for 15 children, placement with parent for 15 children, residential care for 8 children, adoption for 5 children, independent living for 4 children and rehabilitation back to parents for 1 child.
- The percentage of children (of sufficient understanding) who understand their reason for being looked after were 95.3%
- The percentage of children of sufficient understanding who were involved in or consulted about their review, was 100%
- The percentage of children who were made aware of their right for an advocacy service, was 92.5%
- Number and percentage of Looked After Children of school age who had a Personal Education Plan within 20 school days of entering care or joining a new school during this quarter is 95.5%
- Number and percentage of Parents consulted by the Social Workers before the review or who attended the review was 100%.
- 17 Pathway Plans were held in this quarter, compared to 33 in Quarter 2.(70.6%) Pathway Plan Reviews were held within timescales.
- The percentage of Young Persons with allocated Personal Advisor / Social Worker was 100% during this Quarter.
- The Percentage of Young People Consulted for their Review Meeting during this Quarter was 82.4%

It was AGREED to note the content of the report as presented.

## **7 Our West Wales Adult Regional Advocacy Strategy**

Advocacy was recognised, in all recent health and social care legislation, as being fundamentally important in situations within which individuals and marginalised groups need support to have their voices heard and their rights respected. Advocacy is designed and delivered to facilitate participation by individuals and groups within the decisions and processes that affect their lives.

Although not a statutory requirement, the Regional Adult Advocacy Strategy seeks to shape our commissioning arrangements to meet the legal requirements to ensure good quality advocacy was readily and equitably available to those who want, or need it, in the West Wales region of Ceredigion, Carmarthenshire and Pembrokeshire.

This strategy was based on an extended period of engagement with citizens, especially those who engage with health and social care services, advocacy organisations, health and social care practitioners, statutory commissioners and other relevant stakeholders.

This Adult Advocacy Strategy had five priority areas, all aimed at improving outcomes for people who need advocacy. The priorities had been defined in the light of co-productive activity to date, engagement, the Regional Population Assessment, and in response to legislative requirements. They include:

- Priority 1. Maintain and develop further our co-productive approach
- Priority 2 Raise awareness of, and understanding of, advocacy.
- Priority 3. Ensure advocacy is easily accessible and equitably available
- Priority 4. Ensure advocacy is of a consistently high standard of quality
- Priority 5. Maintain specialisms and non-statutory forms of advocacy

Each priority within the strategy outlines why it's important & what the current situation was in West Wales. Following this each priority outlines the actions that need to be taken to ensure each of the priority areas were met.

It was AGREED to endorse the West Wales Regional Adult Advocacy Strategy as presented.

**8 To confirm Minutes of the previous meeting and to consider any matters arising therefrom**

It was agreed to confirm the minutes of the meeting held on 09 February 2023.

Matters arising  
None.

**9 To consider the Forward Work Programme**

It was AGREED to note the content of the Forward Work Programme as presented.

**Confirmed at the Meeting of the Healthier Communities Overview and Scrutiny Committee held on 24 May 2023**

**Chairman:** \_\_\_\_\_

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



## Cyngor Sir CEREDIGION County Council

|  |  |
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| <b>REPORT TO:</b>                                      | <b>Healthier Communities Overview and Scrutiny Committee</b>                               |
| <b>DATE:</b>   | <b>24 May 2023</b>   |
| <b>LOCATION:</b>                                       | <b>Hybrid</b>  |
| <b>TITLE:</b>  | <b>Draft Forward Work Programme 2023/24</b>  |
| <b>PURPOSE OF REPORT:</b>                              | <b>Review the current work programme of the Committee</b>                                  |
| <b>REASON SCRUTINY HAVE REQUESTED THE INFORMATION:</b> | <b>The forward work programme of the Committee is reviewed and updated at each meeting</b> |
| <b>BACKGROUND:</b>                                     |  |

Overview and Scrutiny Committees oversee the work of the Council to make sure that it delivers services in the best way and for the benefit of the local community.

The role of Overview and Scrutiny is to look at the services and issues that affect people in Ceredigion. The process provides the opportunity for Councillors to examine the various functions of the council, to ask questions on how decisions have been made, to consider whether service improvements can be put in place and to make recommendations to this effect.

Scrutiny plays an essential role in promoting accountability, efficiency and effectiveness in the Council's decision making process and the way in which it delivers services.

The main roles of the Overview and Scrutiny Committees:

- Holding the cabinet and officers as decision-makers to account
- Being a 'critical friend', through questioning how decisions have been made to provide a 'check and balance' to decision makers, adding legitimacy to the decision making process
- Undertaking reviews of council services and policy
- Undertaking reviews to develop council services and policies
- Considering any other matter that affects the county
- Ensuring that Ceredigion is performing to the best of its ability and delivering high quality services to its citizens
- Assessing the impact of the Council's policies on local communities and recommending improvement
- Engaging with the public to develop citizen centred policies and services

Effective Overview and Scrutiny can lead to:

- Better decision making
- Improved Service Delivery and Performance
- Robust Policy Development arising from public consultation and input of independent expertise
- Enhanced Democracy, Inclusiveness, Community Leadership and Engagement
- Adds a clear dimension of transparency and accountability to the political workings of the Council
- Provides an opportunity for all Members to develop specialist skills and knowledge that can benefit future policy making and performance monitoring processes
- Creates a culture of evidence based self-challenge

## **CURRENT SITUATION:**

### **Questions to consider when choosing topics**

- Is there a clear objective for examining this topic?
- Are you likely to achieve a desired outcome?
- What are the likely benefits to the Council and the citizens of Ceredigion?
- Is the issue significant?
- Are there links to the Corporate Strategy
- Is it a key issue to the public?
- Have the issues been raised by external audit?
- Is it a poor performing service?

### **Choosing topics**

Overview and Scrutiny Committees should consider information from the Corporate Strategy, the Corporate Risk Register, budget savings – proposals and impact, Quarterly Corporate Performance Management panel meetings and departmental input in choosing topics and designing their Forward Work Programmes, as well as any continuing work.

## **RECOMMENDATION (S):**

To review and update the current Forward Work Programme.

|                        |                               |
|------------------------|-------------------------------|
| <b>Contact Name:</b>   | Dwynwen Jones                 |
| <b>Designation:</b>    | Overview and Scrutiny Officer |
| <b>Date of Report:</b> | 3 May 2023                    |
| <b>Acronyms:</b>       | FWP – Forward Work Programme  |

| Committee                    | Item (description/title)  | Invited Speakers   | Purpose i.e. monitoring, policy, recommendation                                  |
|------------------------------|---|--|--|
| <b>Healthier Communities</b> |   |  |  |
| 24 May 2023                  | <p>CSSIW Inspection report and Action Plan</p> <p>Update on Domiciliary Care</p> <p>Regional Maternity and Early Years Strategy</p> <p>Joint Adoption Arrangements</p>  | <p>Audrey Somerton-Edwards</p> <p>Donna Pritchard</p> <p>Iwan Davies/Elen James</p> <p>Audrey Somerton-Edwards</p>             | <p>Committee's request</p> <p>Pre-Cabinet</p>                                    |
| 3 July 2023                  | <p>Through Age and Wellbeing Recruitment/Retention</p> <p>Report on the delivery of food hygiene/standards and animal feed inspections in Ceredigion</p> <p>Direct Payments</p> <p>A report on the Housing Register</p> <p>Update on the Support and Intervention Service</p> | <p>James Starbuck</p> <p>Carwen Evans</p> <p>Donna Pritchard</p> <p>Llyr Hughes/Cerys Purches-Phillips</p> <p>Gethin Jones</p> | <p>Committee's Request</p> <p>Committee's Request</p> <p>Committee's Request</p> |

|                        |  |   |  |
|------------------------|--|---|--|
| 18 September<br>2023   | Respite & Day Services<br><br>Dementia Action Plan<br><br>Housing Strategy<br><br>Statutory Director of Social<br>Services Annual Report 22/23 | Donna Pritchard<br><br>Donna Pritchard<br><br>Llyr Hughes<br><br>Audrey<br>Somerton-<br>Edwards | Pre-Cabinet<br><br><br><br>Pre-Cabinet |
| 22 November<br>2023    |  |   |  |
| 22 February<br>2024    | Budget Preparation   |   |  |
| 11 March<br>2024       |  |   |  |
| Future<br>agenda items |  |   |  |

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