

## **RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL**

### **CABINET**

**22<sup>ND</sup> SEPTEMBER 2016**

#### **SOCIAL SERVICES AND WELLBEING ACT: IMPLEMENTATION PROGRAMME CWM TAF INTEGRATED FAMILY SUPPORT TEAM**

#### **REPORT OF GROUP DIRECTOR, COMMUNITY & CHILDREN'S SERVICES, IN DISCUSSION WITH THE RELEVANT PORTFOLIO HOLDERS, COUNCILLOR FOREY AND COUNCILLOR HOPKINS**

**Author: Sian Nowell, Head of Transformation. Tel. No. 01443 668827**

#### **1. PURPOSE OF REPORT**

- 1.1 To present to Cabinet the proposed legal agreement and financial schedule to govern the regional arrangements for the Cwm Taf Integrated Family Support Service (IFST)

#### **2. RECOMMENDATION**

It is recommended that the Cabinet:

- 2.1 Endorse the detailed Governance arrangements for the Cwm Taf IFST as set out in the Legal Agreement attached as Annex 1

#### **2. REASONS FOR RECOMMENDATIONS**

- 2.1 The Partnership Arrangements (Wales) Regulations 2015 requirement is that the Cwm Taf Social Services and Well-being Partnership Board establish an Integrated Family Support Team and make the necessary arrangements for a pooled fund to ensure that the IFST has sufficient resources to provide equity of service provision across the Cwm Taf region.

#### **3. BACKGROUND**

- 3.1 The aim of the Integrated Family Support Team is to deliver family focussed services to enable parents to achieve the necessary behaviour changes that will improve their capacity and capability as parents. The principles underpinning the service are to:
- Strengthen the safeguarding and welfare of children through restorative action to better support parents;

- Improve the quality of service experience by parents and children when they engage with professionals;
- Be family focussed and family centred, ensuring their voices are heard and interventions are aligned with the outcomes they want to achieve;
- Facilitate service change;
- Be a resource to existing services;
- Build trusting relationships; and
- Deliver holistic and intensive evidence-based interventions to engage complex families.

3.2 The Cwm Taf IFST has been in place since 2010, funding for the service has been through the former Welsh Government IFST Grant allocated to RCT and Merthyr Councils.

3.3 Rhondda Cynon Taf act as host for the team, employing the social care staff directly and managing the day to day deployment of the NHS staff seconded to the team by the UHB.

#### **4. THE LEGAL AGREEMENT**

4.1 This Legal agreement has been developed with the advice and endorsement of RCT Legal and Finance officers and will commence with immediate effect

4.2 RCT is identified as the host for the service and operational management will be located within the remit of the Director of Children's services with the overall governance overseen by a Management Board (The terms of reference for the Management Board are set out in schedule 3 of the legal agreement).

4.3 RCT will provide the financial, administrative, accounting systems and associated support for the IFST.

4.4 Financial contributions to the pooled fund will be made by RCT and Merthyr as set out in Schedule 4 of the Legal agreement.

4.5 The financial contributions for Year 1 (2016/2017) will be based on the original level of IFST Grant allocated to RCT and Merthyr Council's within their Revenue Support Grant allocation as shown in figure 1 below.

4.6 There shall be a formal review of the funding mechanism on an annual basis, the first of which shall be in advance of the 2017/18 financial year.

## **Summary of cash contributions from Contributing Parties (Year 1 - 2016/2017)**

Party	2016/2017 Financial Year
RCT	£280,000
Merthyr	£280,000
<b>Total Cash Contribution to Pooled Fund</b>	<b>£560,000</b>

*figure 1*

### **5. EQUALITY AND DIVERSITY IMPLICATIONS**

5.1 The specific arrangements for the IFST were set by the Welsh Government in their Integrated Family Support Services Statutory Guidance and Regulations 2010. This Legal agreement makes no change to the operational service delivery

### **6. CONSULTATION**

6.1 Managers responsible for the IFST and Senior officers from RCT, Merthyr and the Cwm Taf have been consulted during the drafting of the agreement.

6.2 There has been no service user/public consultation as no changes are required to the operations of the IFST service as a result of this agreement.

### **7. FINANCIAL IMPLICATION(S)**

7.1 There are no financial implications aligned to this report for the council and the services will be funded within the existing budget allocated to the IFST (as set out in the financial protocol in schedule 4 of the attached appendix 1).

### **8. LEGAL IMPLICATIONS OR LEGISLATION CONSIDERED**

8.1 Development of this Legal agreement has been with reference to

- The Integrated Family Support Services Statutory Guidance and Regulations 2010.
- The Social Services and Well-being (Wales) Act 2014 Part 9 Statutory Guidance (Partnership Arrangements).
- The Partnership Arrangements (Wales) Regulations 2015.

### **9. LINKS TO THE COUNCILS CORPORATE PLAN/OTHER CORPORATE PRIORITIES/SIP**

9.1 The IFST supports:

- Better coordination- joining up services and activities across partner organisations.
- Redesigned local services – integrated and efficient

**OTHER INFORMATION:**

**Relevant Scrutiny Committee**

- Children and Young People Scrutiny Committee

**LOCAL GOVERNMENT ACT 1972**  
**AS AMENDED BY**  
**THE LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985**  
**RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL**  
**CABINET**

**22<sup>nd</sup> SEPTEMBER 2016**

**REPORT OF THE GROUP DIRECTOR, COMMUNITY AND CHILDREN'S SERVICES, IN DISCUSSION WITH THE RELEVANT PORTFOLIO HOLDER, COUNCILLOR FOREY AND COUNCILLOR HOPKINS**

**SOCIAL SERVICES AND WELLBEING ACT: IMPLEMENTATION PROGRAMME  
CWM TAF INTEGRATED FAMILY SUPPORT TEAM**

**Background Papers:**

- Annex 1 Legal Agreement for the provision of an Integrated Family Support Service
- Integrated Family Support Services Statutory Guidance and Regulations 2010

<http://gov.wales/docs/caecd/publications/100922ifssguidenceen.pdf>

- Social Services and Well-being (Wales) Act 2014 Part 9 Statutory Guidance (Partnership Arrangements)

<http://gov.wales/docs/dhss/publications/151218part9en.pdf>

- The Partnership Arrangements (Wales) Regulations 2015

[http://www.legislation.gov.uk/wsi/2015/1989/pdfs/wsi\\_20151989\\_mi.pdf](http://www.legislation.gov.uk/wsi/2015/1989/pdfs/wsi_20151989_mi.pdf)

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**DATED.....2016**

MERTHYR TYDFIL COUNTY BOROUGH COUNCIL

and

RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL

and

CWM TAF UNIVERSITY HEALTH BOARD

**AGREEMENT**

FOR THE PROVISION OF AN INTEGRATED FAMILY SUPPORT TEAM  
ACROSS THE CWM TAF REGION

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2016  
**BETWEEN MERTHYR TYDFIL COUNTY BOROUGH COUNCIL** of Civic Centre, Castle Street, Merthyr Tydfil, CF47 8AN ("Merthyr"), **RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL** of The Pavilions, Cambrian Park, Clydach Vale, Tonypany, CF40 2XX ("RCT") and **CWM TAF UNIVERSITY HEALTH BOARD** of Ynysmeurig House Navigation Park Abercynon CF45 4SN (the "UHB").

(Each a 'Party' and together 'the Parties' to this Agreement).

#### **WHEREAS**

- (1) The Partnership Arrangements (Wales) Regulations 2015 (the 'Regulations') made under the Social Services and Well-being (Wales) Act 2014 (the 'Act'), require partnership arrangements between Local Authorities and Local Health Boards to ensure the delivery of an Integrated Family Support Team.
- (2) The aim of the Integrated Family Support Team is to deliver family focussed services to enable parents to achieve the necessary behaviour changes that will improve their capacity and capability as parents. The principles underpinning the service are to:
  - Strengthen the safeguarding and welfare of children through restorative action to better support parents;
  - Improve the quality of service experience by parents and children when they engage with professionals;
  - Be family focussed and family centred, ensuring their voices are heard and interventions are aligned with the outcomes they want to achieve;
  - Facilitate service change;
  - Be a resource to existing services;
  - Build trusting relationships; and
  - Deliver holistic and intensive evidence-based interventions to engage complex families.
- (3) The Regulations require that the Cwm Taf Social Services and Well-being Partnership Board establish a team for the purpose of the exercise

of family support functions. A team established under these Regulations is to be known as an 'integrated family support team' and whose functions are to be carried out under the direction of the Cwm Taf Social Services and Well-being Partnership Board. However each partnership body member retains responsibility for its relevant statutory functions.

- (4) This Agreement provides for the establishment of the Cwm Taf Integrated Family Support Team ('IFST') which will provide the functions as set out in Schedule 1 on behalf of the Parties.
- (5) This Agreement provides for the establishment of a pooled fund to ensure the IFST has sufficient resources to provide equity of service provision across the Cwm Taf region. Financial contributions to this pooled fund will be made by RCT and Merthyr as set out in Schedule 4.
- (6) The responsibilities of the UHB with regards to this Agreement and provision of the IFST are set out in Schedule 2.
- (7) Host Services support for the IFST will be provided by RCT.
- (8) The Cwm Taf IFST Management Board will provide the practice and operational direction for the IFST and advise the Cwm Taf Social Services and Well-being Partnership Board with regards to its responsibilities for ensuring:
  - o clear and transparent procedures and processes for referral are in place;
  - o that the Parties to this Agreement cooperate in order to discharge their statutory functions;
  - o the IFST has sufficient resources to carry out its functions (this will include the specific resources available to the IFST, as well as commissioning cross-sector services where appropriate and should cover the requirements for an independent person to coordinate the review of the Family Plan);
  - o there is appropriate training of IFST members, as well as ensuring training for other related teams or individuals to share learning and good practice;
  - o disputes and complaints are appropriately handled and resolved;and



- that there is a published annual report on the IFST submitted to the Cwm Taf Social Services and Well-being Partnership Board and Welsh Ministers.
- (9) The Parties have each passed the necessary resolutions for the purposes of entering into this Agreement.

## **OPERATIVE PROVISIONS**

### **1. INTERPRETATION**

- 1.1 As used in this Agreement the following terms have the following meanings (unless otherwise stated in the Agreement):
- 1.1.1 “s151 Officer” means each Contributing Party’s Chief Financial Officer (as defined by section 151 of the Local Government Act 1972);
  - 1.1.2 “Agreement” means this agreement including the Schedules;
  - 1.1.3 “Commencement Date” means [DATE];
  - 1.1.4 “Contributing Parties” means RCT and Merthyr and Contributing Party means either RCT or Merthyr;
  - 1.1.5 “Cwm Taf Integrated Family support Team” or “IFST” means the integrated family support team established under the Regulations by the Parties to provide on their behalf the functions as set out in Schedule 1 by the Staff under the direction of the Cwm Taf IFST Manager;
  - 1.1.6 “Cwm Taf IFST Manager” means the IFST senior member of staff with responsibilities for the day to day administration, management, direction, development and performance of Staff delivering the IFST;
  - 1.1.7 “Cwm Taf IFST Management Board” means a board comprising of those members set out in Schedule 3. The board shall operate as set out in Schedule 3;
  - 1.1.8 “Demand” means any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding made pursuant to Clause 4.
  - 1.1.9 “Financial Contributions” means the financial contributions to be made by each of the Contributing Party for the provision of the Host Services

and the Cwm Taf IFST in accordance with Clause 7 and the Financial Protocol;

- 1.1.10 “Financial Protocol” means the protocol set out in Schedule 4;
- 1.1.11 “Host” means RCT;
- 1.1.12 “Host Services” means the provision by the Host of all support services (save for the day to day administration undertaken by Staff in accordance with their duties) required by the IFST including but not limited to Financial (Accounts, Payroll, Creditors, Debtors, Insurance) Human Resources, Health and Safety, Legal, ICT, Estates, PR/Marketing, Information Management, Internal Audit and Procurement;
- 1.1.13 “Information Sharing Framework” means the framework set out in Schedule 6;
- 1.1.14 “Staff” means the staff required to provide the IFST (including the UHB Staff);
- 1.1.15 “UHB Responsibilities” means the responsibilities of the UHB with regards to the IFST and in respect of this Agreement as set out in Schedule 2 including but not limited to the provision of the UHB Staff.
- 1.1.16 “UHB Staff” means the staff seconded from the UHB to the Host for the provision of the IFST.
- 1.2 Clause headings in this Agreement are for convenience only and shall have no contractual effect.
- 1.3 Any reference to a Clause is a reference to a Clause of this Agreement.
- 1.4 Any reference to a Schedule is a reference to a Schedule to this Agreement.
- 1.5 Words importing one gender shall include the other genders and words importing the singular include the plural and vice-versa.
- 1.6 Reference to “individual” or “person” shall include bodies corporate, unincorporated associations and partnerships.
- 1.7 Any reference to any enactment or statutory instrument shall be deemed to include reference to such enactment or statutory instrument as re-enacted amended or extended.
- 1.8 An obligation not to do or omit to do something shall be deemed to include an obligation not to permit or (so far as is reasonably practicable) suffer that thing to be done or omitted to be done.

- 1.9 An obligation to do something shall include an obligation to seek to procure that it is done.

## **2. CO-OPERATION AND DISCUSSION**

- 2.1 This Agreement is entered into on the understanding that the Parties will work on the basis of co-operation and will arrange to discuss with each other, as soon as possible, any problems or disputes which arise and will attempt to resolve any difficulties through negotiation at an early stage and to make themselves available with reasonable notice to discuss the issues under dispute.

## **3. AGREEMENT**

- 3.1 This Agreement is made under the powers conferred by the Partnership Arrangements (Wales) Regulations 2015 (the 'Regulations') made under the Social Services and Well-being (Wales) Act 2014.
- 3.2 The Cwm Taf IFST shall provide the functions on behalf of the Parties as set out in Schedule 1.
- 3.3 The Cwm Taf IFST Management Board will provide the strategic direction to the Cwm Taf IFST and shall have the terms of reference set out in Schedule 3.
- 3.4 The UHB Responsibilities with regards to this Agreement are as set out in Schedule 2.

## **4. TERM AND TERMINATION**

- 4.1 This Agreement shall continue unless all Parties to this Agreement at the time of the decision unanimously agree to terminate the Agreement allowing a reasonable period in order for the Host to wind down the IFST including compliance with all statutory requirements.

- 4.2 Any Party proposing to withdraw from this Agreement must notify each of the other Parties by giving not less than 12 months notice in writing of its intention to withdraw expiring on 31<sup>st</sup> March in any given year.
- 4.3 Any Contributing Party withdrawing from this Agreement irrespective of whether notice has been issued in accordance with the terms of this Agreement shall remain liable in accordance with the apportionments set out in Clause 7 (and the Financial Protocol), for any obligation or liability (actual or contingent) incurred during the period as a Contributing Party to this Agreement in respect of the IFST.
- 4.4 Assets and liabilities of the Contributing Parties at termination shall be apportioned on the basis set out in Clause 7 (and the Financial Protocol).
- 4.5 Any redundancy costs relating to Staff (save for those staff commissioned through the terms of this Agreement and/or any service level agreement) arising during the continuance of, or from the termination of, this Agreement shall be borne by the Pooled Fund. In the event that the Pooled fund does not have sufficient resources or reserves to fund any such costs, each Contributing Party will be liable to fund the shortfall in line with contribution levels set out in paragraph 5.5 of the Financial Protocol (Schedule 4).
- 4.6 Any redundancy costs relating to UHB Staff arising during the continuance of, or from the termination of, this Agreement shall be borne by the UHB.

## **5. CWM TAF IFST**

- 5.1 The IFST will operate across the Cwm Taf regional footprint as set out in the Regulations.

- 5.2 All day to day administration, management and direction of Staff shall be undertaken by the Cwm Taf IFST Manager.
- 5.3 The Cwm Taf IFST Manager shall not, and will not require any member of the Staff to do anything that shall breach the employment contract of the employee and shall have no authority to vary the terms of such employment contract. The Cwm Taf IFST Manager shall provide RCT, Merthyr and the UHB with such information and assistance as it may reasonably require to carry out its obligations as the employer.
- 5.4 In accordance with the provisions of Clause 2 of this Agreement the Contributing Parties will co-operate with each other with regard to any employment issues arising from the termination of this Agreement, howsoever arising, including, without limitation, looking at reducing the number of redundancies wherever possible and complying with employment law including policies and procedures with a view to minimising the risk of any Demand and other employment law liabilities arising from the termination of this Agreement. To the extent that any Demand or other employment liabilities arise as a consequence of the termination of this Agreement for any reason, these will be dealt with in accordance with Clause 7 of this Agreement and the Financial Protocol.
- 5.5 An organisational structure chart for the IFST (applicable at the Commencement Date) is annexed at Schedule 5.

## **6. HOST SERVICES**

- 6.1 It is agreed between the Contributing Parties that for the purpose of the development and operation of the IFST, the Host shall provide the Host Services and subject to Clause 6.2 shall have authority as from the Commencement Date to enter into any agreement necessary with any third party in respect of the provision of Host Services including without prejudice to the generality of the foregoing any agreement relating to the purchase and provision of goods and services. Any such agreement for the purchase and provision of goods and services would be made in accordance with

RCT Contract Procedure Rules and RCT Financial Procedure Rules (which require all expenditure to be incurred within the agreed budget), the Financial Protocol and all relevant legislation. Where any such agreement is for a period greater than two years and is for the IFST only (rather than having wider applicability for RCT) and/or commits the IFST to expenditure (rather than providing a mechanism for potential use) then this shall be subject to the approval of both Contributing Parties' s151 Officer.

6.2 Where the Host is minded to put in place any agreements with third parties relating to the provision of any Host Service it shall first consider whether one of the Contributing Party's to this Agreement wishes to provide the service and, if so, afford that Contributing Party the opportunity to provide that service at such cost as agreed by each Contributing Party's s151 Officer.

6.3 Save as provided in Clause 6.2 above all Host Services shall be provided through service level agreements between the Contributing Parties.

## **7. FINANCIAL CONTRIBUTIONS**

7.1 The financial relationship between the Contributing Parties is as set out in this Clause and the Financial Protocol at Schedule 4 of this Agreement and shall apply to the IFST.

7.2 Each Contributing Party will contribute those financial contributions as are identified in the Financial Protocol effective on the Commencement Date or on a pro-rata basis in the event of any delay. The Financial Contributions shall together be known as 'the Pooled Fund'.

7.3 The Contributing Parties' financial contributions for Year 1 (2016/2017) will be based on original level of IFST Grant allocated to each Contributing Party within their Revenue Support Grant allocation as shown below:

## **Summary of cash contributions from Contributing Parties (Year 1 - 2016/2017)**

<b>Party</b>	<b>2016/2017 Financial Year</b>
RCT	£280,000
Merthyr	£280,000
<b>Total Cash Contribution to Pooled Fund</b>	<b>£560,000</b>

7.4 In respect of the funding of the IFST there shall be a formal review of the funding mechanism on an annual basis, the first of which shall be in advance of the 2017/18 financial year. It will be for the Contributing Parties' s151 Officers to agree upon a recommendation (for change or stay the same) being made to the funding of the Cwm Taf IFST.

### **8. GRANTS**

8.1 The Host will act as 'banker authority' for receipt of grants payable to the IFST, and under the terms of the grant agreements will be responsible for accepting the terms and conditions of grant on behalf of the IFST in accordance with the terms of the Financial Protocol.

### **9. EXPIRY OF AGREEMENT**

9.1 Upon the termination of this Agreement both Contributing Parties' Chief Executive (in consultation with the Contributing Parties' s151 officers) shall agree the distribution of assets and any liabilities in accordance with the basis set out in the Financial Protocol.

### **10. ACCESS TO INFORMATION**

10.1 To provide an efficient, safe and high quality service the IFST is dependent upon accurate and timely information being exchanged between the Parties. Such information shall only be used by the Host for the provision of

the IFST. Information sharing between the Parties shall comply in all respects with all applicable legislation (including but not limited to the Data Protection Act 1998) and the provisions of the Information Sharing Framework set out in Schedule 6 (together with any information sharing protocol made thereunder).

## **11. INDEMNITIES AND INSURANCE**

11.1 To the extent such matters are not covered by the insurance arrangements that the Host is required to put in place, the Contributing Parties will be jointly liable in accordance with Clause 7 (and the Financial Protocol) for all losses the Host suffers, in relation to all actions, proceedings, costs, claims, demands, liabilities, losses and expenses howsoever arising out of or in connection with any act or omission by the Host in carrying out all or any of the duties and responsibilities of the Host and/or implementing the decisions of the IFST save where all losses incurred are caused by an unauthorised act by the Host.

11.2 The Host shall ensure that adequate insurance against the risks of cost of claims associated with public liability, employer's liability, property and professional indemnity is in place and, the Host shall handle any claims as and when received on behalf of the Contributing Parties.

11.3 The Host shall notify the Contributing Parties within 10 working days of any such claims.

11.4 The provisions of this Clause 11 shall survive the termination of this Agreement.

11.5 Where pursuant to Clause 6.2 of this Agreement one of the Contributing Parties to this Agreement is providing any part of the Host Services then the provisions of this Clause 11 shall apply mutatis mutandis.



## **12. VARIATION**

12.1 Save as provided herein this Agreement cannot be varied without the approval of and prior written consent of all Parties (save where any Clause/Schedule of this Agreement relates to the Financial Contributions/Pooled Fund arrangements between the Contributing Parties it may be amended by the approval and prior written consent of both the Contributing Parties). Any variation is to be signed and sealed by an authorised representative of each Party and will be annexed to this Agreement.

## **13. COMMUNICATION**

13.1 Any communication required to be in writing under the terms of this Agreement shall be sent to each Party at the addresses set out in Clause 13.2 and marked for the attention of the person last notified in writing to the other Parties as being the person to receive communications for the purpose of this Agreement on behalf of that Party.

13.2 Any notice or communication to the relevant Party shall be deemed effectively served if sent by first class post or delivered by hand to the addressee set out below or such other addressee and address notified in writing from time to time to the other Parties: - .

RCT

Chief Executive  
Rhondda Cynon Taf County Borough Council  
The Pavilions, Cambrian Park  
Clydach Vale  
Tonypandy  
CF40 2XX

Merthyr

Chief Executive  
Merthyr Tydfil County Borough Council

Civic Centre, Castle Street  
Merthyr Tydfil  
CF47 8AN

UHB  
Chief Executive  
Cwm Taf University Health Board  
Ynysmeurig House  
Navigation Park  
Abercynon  
CF45 4SN

13.3 Any notice service by delivery shall be deemed to have been served on the date it is delivered to the addressee. Where notice is posted it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.

#### **14. THIRD PARTY RIGHTS**

14.1 Save as may be provided herein the Parties to this Agreement do not intend any provision of it to be enforceable by any other person pursuant to the Contract (Rights of Third Parties) Act 1999.

#### **15. SEVERANCE**

15.1 If at any time any provision of 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 provided that it would not affect or impair the legality, validity or enforceability of any other provision of this Agreement, this Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid provision eliminated except where it deprives one of the Parties of a substantial part of the benefit to be derived by it from this Agreement without providing any corresponding benefit.

15.2 If Clause 15.1 shall apply the Parties shall in good faith amend and, if necessary, execute such further assurances in relation to 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 clause complies with the laws of that jurisdiction but if the Parties cannot agree upon the terms of any amendment or assurance within six months of the date upon which the provision was determined to be wholly or partly illegal or unenforceable by any court, tribunal administrative body then the dispute will be determined in accordance with Clause 16 hereof.

## **16. DISPUTE RESOLUTION**

16.1 If there is a dispute between the Parties concerning the interpretation or operation of this Agreement (save in the case where a dispute is relevant only to a Clause/Schedule relevant to and governs the relationship between the Contributing Parties only) then any Party may notify the others in writing that it wishes the dispute to be referred to a meeting of the Contributing Parties' Group Directors (with responsibility for Children's Services) and the UHB Director of nursing and midwifery to resolve.

16.2 If after the meeting of the Parties' Group Directors (with responsibility for Children's Services) and UHB Director of nursing and midwifery the dispute under 16.1 above has not been resolved, any Party may refer the dispute to the Parties' Chief Executives for resolution.

16.3 If there is a dispute between the Contributing Parties relating to a Clause/Schedule of this Agreement which is relevant to and governs the relationship between the Contributing Parties only then a Contributing Party must notify the other in writing that it wishes the dispute to be referred to a meeting of the Contributing Parties' Group Directors (with responsibility for Children's Services) for resolution.

- 16.4 If after the meeting of the Contributing Parties' Group Directors (with responsibility for Children's Services) the dispute under 16.3 above has not been resolved, either Contributing Party may refer the dispute to the Contributing Parties' Chief Executives for resolution.
- 16.5 If the Chief Executives (or Contributing Parties' Chief Executives in the case of a dispute under 16.4 above) are unable to resolve the dispute by unanimous agreement within a period of 28 days of the matter being referred to them any Party (or Contributing Party in the case of a dispute under 16.4 above) may refer the matter to mediation. The Parties (or Contributing Parties in the case of a dispute under 16.4 above) will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the Parties (or Contributing Parties in the case of a dispute under 16.4 above), the mediator will be nominated by CEDR.
- 16.6 If the matter cannot be resolved by mediation any Party may refer the matter to arbitration on the following basis:
- 16.6.1 Referral shall be to a single Arbitrator selected by the Parties (or Contributing Parties' in the case of a dispute under 16.4 above) Chief Executives or, in the absence of agreement, to be nominated by the President of the Chartered Institute of Arbitration.
  - 16.6.2 Such arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 and the Arbitrator appointed shall have the power to:
  - 16.6.3 Order and direct what he or she shall think to be done by any of the Parties (or Contributing Parties' in the case of a dispute under 16.4 above) respectively in relation to the matters in dispute;
  - 16.6.4 The decision of the Arbitrator shall be final and binding on all the Parties.
  - 16.6.5 Unless otherwise agreed or specified in the arbitration terms each Party (or Contributing Party in the case of a

dispute under 16.4 above) shall bear its own costs incurred in the arbitration and the Parties (or Contributing Party in the case of a dispute 16.4 above) shall share equally the Arbitrator's costs and expenses.

## **17. WAIVER**

17.1 No term or provision of this Agreement shall be considered as waived by any Party unless a waiver is given in writing by the Party and any failure by any of the Parties at any time to enforce any provision of this Agreement or to require performance by any of the other Parties of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part thereof or the right of any Parties to enforce any provision in accordance with its terms.

17.2 No waiver under Clause 17.1 shall be a waiver of a past or future default or breach, nor shall it amend delete or add to the terms conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in the waiver.

## **18. FREEDOM OF INFORMATION**

18.1 The Parties agree that they will each co-operate with one another to enable any Party receiving a request for information under the Freedom of Information Act 2000 and/or Environmental Information Regulations 2004 to respond to that request promptly and within the statutory timescales. This co-operation shall include but not be limited to finding, retrieving and supplying information held, and directing requests to other Parties as appropriate and responding to any requests by any Party receiving a request for comments or other assistance.

## **19. GOVERNING LAW AND JURISDICTION**

19.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.

The **COMMON SEAL** of the respective Parties were affixed the day and year first before written:

The COMMON SEAL of **MERTHYR TYDFIL**)  
**COUNTY BOROUGH COUNCIL** )  
Was affixed in the presence of: )

Authorised Signatory  
Designation.....

The COMMON SEAL of **RHONDDA CYNON** )  
**TAFF COUNTY BOROUGH COUNCIL** )  
Was affixed in the presence of: )

Authorised Signatory  
Designation.....

The COMMON SEAL of **CWM TAF UNIVERSITY** )  
**HEALTH BOARD** )  
Was affixed in the presence of: )

Authorised Signatory

Designation.....

# SCHEDULE 1

## THE CWM TAF IFST FUNCTIONS

1. The **aim** of IFST is to develop family focussed, evidence based interventions to enable parents to achieve the necessary behaviour changes to improve outcomes for their children.
2. The **objectives** of the IFST are to:
  1. Reduce harm to children, resulting from parental drug and alcohol misuse, domestic violence, parental mental health difficulties and parental learning disabilities;
  2. Improve Well-being outcomes for children affected by parental drug and alcohol misuse, domestic violence, parental mental health difficulties and parental learning disabilities;
  3. Reduce the number of children becoming looked after by the local authority;
  4. Reduce the number of children requiring statutory social work involvement; and
  5. Support the training and development of the health and social care workforce.



## **SCHEDULE 2**

### **UHB RESPONSIBILITIES**

#### **1. General Staffing**

- 1.1 The UHB will remain responsible for the discharge of its own statutory functions and will ensure at all times that the IFST is staffed with the agreed number of UHB Staff as set out in Schedule 5.
- 1.2. The Host will ensure that the costs of the UHB Staff carrying out the functions of the IFST are reimbursed as set out in the Financial Protocol at Schedule 4 of this Agreement.
- 1.3 Any long-term change to the UHB Staff core team will need to be considered, discussed and endorsed by the Cwm Taf IFST Management Board.

#### **2. Staff skills and experience**

- 2.1 Because of the specialist nature of the IFST, UHB Staff working in the core IFST must have at least three years post-qualifying experience and must be an appropriately registered professional with The Nursing and Midwifery Council. In addition UHB Staff must have suitable skills and experience in covering the type of work managed by the IFST, particularly, but not limited to children in higher level of need where one or both parents misuse substances.
- 2.2 For the identified knowledge and experience expected of IFST staff please refer to the 2010 Welsh Government Guidance for Integrated Family Support Services.)

#### **3. Staff supervision and CPD**

- 3.1 The complex nature of the IFST work requires high quality supervision of its staff and continued professional development (CPD) opportunities for each team member will be fundamental in the supervision process.
  
- 3.2 The Cwm Taf IFST Manager will ensure that supervision is managed effectively within the team and access to the most recent evidence on effective interventions for families with complex needs will be made available to inform and support the team in their work. UHB Staff will be required to supplement this training with in-depth externally facilitated training on working with children and adults and family interventions as required and it is expected that CPD will be assisted through strong links to academic institutions and by the training functions of both the Host and the UHB.

## **SCHEDULE 3**

### **THE CWM TAF IFST MANAGEMENT BOARD**

#### **1. Purpose of the Management Board**

- 1.1 The purpose of the Cwm Taf IFST Management Board is to assist the Cwm Taf social Services and Well-being Partnership Board to discharge its responsibilities under Part 9 of the Social Services and Well-being (Wales) Act 2014.
- 1.2 The Cwm Taf IFST Management Board will be formed with the broad aim of improving and monitoring service delivery of the IFST service.

#### **2. Membership**

- 2.1 The Cwm Taf Cwm Taf IFST Management Board shall have the following membership:

##### **From the Parties**

- Head of Service (Merthyr Children's Services) - Merthyr;
- Head of Service (RCT Children's Services)- RCT;
- Cwm Taf IFST Performance and Development Manager - UHB;
- Lead Nurse Adult - UHB;
- Lead Nurse Health Visiting - UHB;
- Finance Officer - RCT; and
- Finance Officer - Merthyr;

##### **From the Partner Organisations** (in a representative, non-voting capacity only)

- A Third Sector Representative;
- Team Manager - National Probation Service;
- Team Manager - Probation CRC; and
- Cwm Taf Regional Advisor Domestic Abuse and Sexual Violence.

- 2.2 The partner organisations can nominate a substitute, providing the named person is directly accountable to the Cwm Taf IFST Management Board member and is able to make decisions on their respective party's behalf within the Cwm Taf IFST Management Board's terms of reference.
- 2.3 The quorum for Cwm Taf IFST Management Board's meetings shall be 3 with at least one member in attendance from each of RCT, Merthyr and the UHB.

### 3. **Chair**

The Chair of the Cwm Taf IFST Management Board will be appointed on an annual basis on rotation between the Contributing Parties.

### 4. **Meetings and Procedure**

The Cwm Taf IFST Management Board shall hold quarterly meetings in each local authority municipal year.

### 5. **Minutes of Meetings**

Minutes of the proceedings of every meeting of the Cwm Taf IFST Management Board shall be drawn up as agreed by the Chair. Copies of the draft minutes of the proceedings of every meeting of the Cwm Taf IFST Management Board shall, within two weeks after each meeting, be sent to all members of the Cwm Taf IFST Management Board.

### 6. **Governance**

The Cwm Taf IFST Management Board, is responsible to the Cwm Taf Social Services and Well-being Partnership Board and will have responsibility for endorsing the IFST Annual Report to the Cwm Taf Social Services and Well-being Partnership Board.

## **7. Terms of Reference**

- 7.1 To provide strategic oversight and direction to the Cwm Taf IFST and the Cwm Taf IFST Manager.
- 7.2 Monitor the IFST service priorities in line with those of partner agencies.
- 7.3 Ensure robust policies and procedures are in place that support best practice and meet the needs of both service users, families and staff – particularly in relation to child and adult protection and the sharing of information between health and social services and other organisations where required.
- 7.4 Monitor the Cwm Taf IFST performance and service quality and provide guidance on areas for improvement, and best practice.
- 7.5 Monitor Cwm Taf IFST budgets and work in accordance with the terms of the Financial Protocol set out in Schedule 4 of this Agreement.
- 7.6 Promote and support positive interagency working and expedite the resolution of any inter-agency issues which arise.
- 7.7 Endorse any planned long term or temporary changes to the staff team

## **SCHEDULE 4**

### **FINANCIAL PROTOCOL**

1. This Financial Protocol governs the financial relationship between the Contributing Parties.

#### 2. **Pooled Fund Arrangements**

2.1 The Host will provide the financial / administrative / accounting systems and associated support for the Cwm Taf IFST.

2.2 Each Contributing Party will contribute those financial contributions as are identified in paragraphs 3 and 5 below (the “Financial Contributions”), effective on the Commencement Date or on a pro-rata basis in the event of any delay. The Financial Contributions shall together be known as ‘the Pooled Fund’.

2.3 The Pooled Fund will be managed by the Cwm Taf IFST Manager under the direction of the Contributing Parties’ s151 Officers . Regular reports will be provided to the Cwm Taf IFST Management Board and made available to the Contributing Parties’ s151 Officers. These reports will include details of the Pooled Fund’s annual budget, spend incurred to date, anticipated annual spend, variance to budget and an analysis of any variance.

#### 3. **CONTRIBUTION AND CHARGING MECHANISM**

3.1 To ensure that all costs incurred by the Cwm Taf IFST are recovered, the following contribution and charging mechanism has been established, it should be noted that this mechanism will be subject to annual review.

3.2 The Contributing Parties’ financial contributions for Year 1 (2016/2017) will be based on original level of IFST Grant allocated to each

Contributing Party within their Revenue Support Grant allocation as shown below:

**Summary of cash contributions from Contributing Parties (Year 1 - 2016/2017)**

<b>Party</b>	<b>2016/2017 Financial Year</b>
RCT	£280,000
Merthyr	£280,000
<b>Total Cash Contribution to Pooled Fund</b>	<b>£560,000</b>

3.3 The Financial Contributions will be payable to the Host in quarterly installments (invoiced in advance).

3.4 Charges made for goods and services relating to the functions and/or Host Services of the Cwm Taf IFST from any Party will be made by means of official invoice based on actual costs incurred, submitted to and paid by the Host quarterly in arrears. Official invoices should include appropriate supporting evidence of costs incurred (e.g. Transaction listing or Copy Invoices).

3.5 Charges made for goods and services relating to the functions and/or Host Services of the Cwm Taf IFST from any other company or external organisation other than the Parties will be submitted to and paid by the Host in accordance to the stipulated contract and payment terms.

4. **GENERAL PRINCIPLES**

4.1 Changes in service delivery that lead to a variation in the functions of the Cwm Taf IFST must only be made with prior approval from the Cwm Taf IFST Management Board.

4.2 The Pooled Fund shall not inherit any debt or liability incurred by any of the Parties prior to the Commencement Date.

- 4.3 Any additional funding streams targeted at the Cwm Taf IFST must be considered by the Cwm Taf IFST Management Board. Permission to accept, expend or commit any monies from any new funding streams must be granted by the Contributing Party's s151 Officers.. It shall be the responsibility of the Cwm Taf IFST Manager or respective Contributing Party to bring such additional funding streams to the attention of the Cwm Taf IFST Management Board.
- 4.4 Budgets within the Pooled Fund will follow the Service Reporting Code of Practice (SERCOP) and be routinely monitored by the Cwm Taf IFST Manager. This financial performance will be reported to the Cwm Taf IFST Management Board and made available to the Contributing Parties' s151 Officers on a quarterly basis in line with scheduled Cwm Taf IFST Management Board meetings.

5. **ANTICIPATED COST OF THE CWM TAF IFST DURING THE PERIOD OF THE AGREEMENT**

- 5.1 A summary of pooled income and expenditure budgets for year 1 (2016/2017) along with the apportionment of the net Pooled Fund contribution required is shown below:



## Cwm Taf IFST

### Summary of Pooled Fund - 2016 / 2017

<b>Budget Type</b>	<b>2016 / 2017</b>
	<b>Budget</b>
	<b>(£)</b>
Employee (Staff) Costs	£283,200
Premises Costs	£70,300
Transport Costs	£11,000
External Commissioned Services (Health Service SLA)	£182,500
Supplies & Services Costs	£13,000
<b>Total Costs</b>	<b>£560,000</b>
<u>Income from Contributing Parties</u>	
RCT	(£280,000)
Merthyr	(£280,000)
<b>Total Income</b>	<b>(£560,000)</b>

**Note: Contribution levels based on original IFST grant allocations passported to respective Contributing Party via Revenue Support Grant funding stream. Any Pooled Fund surplus or deficit will be apportioned proportionately in line with Contributing Party total RSG allocations - currently 80% (RCT) / 20% (Merthyr).**

5.2 The level of contribution required from each Contributing Party in its first year has been based on the original level of the former IFST Grant allocated to each Contributing Party within their Revenue Support Grant allocation in 2015/16, as agreed and confirmed by the Contributing Parties.

- 5.3 Future year contribution levels should be based on the original level of IFST Grant allocation allocated to each Contributing Party's Revenue Support Allocation adjusted by the AEF for that year, unless otherwise agreed by the Cwm Taf IFST Management Board and subsequently endorsed by each Contributing Party's s151 officer.
- 5.4 Each Local Authority's s151 officer will determine the treatment of any surplus or deficit balance held within respective Parties ring-fenced Pooled Fund account following the completion of the audit of the annual accounts.
- 5.5 The treatment of any annual Pooled Fund surplus or deficits will be agreed by the Contributing' Parties. The apportionment of any surplus or deficit for any given year will be determined by the proportionate total Revenue Support Grant allocation received by each Contributing' Party in that year. For 2016/2017 the apportionment levels are shown below:

**Summary of Surplus/Deficit Apportionment Contributing Parties (Year 1 - 2016/2017)**

Party	2016/2017 RSG allocation (AEF)	2016/2017 Apportionment
	(£000's)	
RCT	£353,775	80%
Merthyr	£89,189	20%
<b>Total</b>	<b>£442,964</b>	<b>100%</b>

Source: Welsh Local Government Final Settlement 2016/2017 - Table 1a: Change in Aggregate External Finance (AEF), adjusted for transfers, by Unitary Authority

## 6. **PAYMENT ARRANGEMENTS**

- 6.1 The Contributing Parties shall be invoiced quarterly in advance by means of official invoice from the Host as per contribution and charging mechanism above.
- 6.2 Payments must be made in accordance with the Host's standard credit terms (i.e. 28 days).
- 6.3 Any late payment may invoke interest charges at the discretion of the Host . Any charge of interest will be applied on a daily basis at the Bank of England base rate + 1 % from the due date of payment to the actual date of receipt.

## 7. **HOSTING AND ADMINISTRATION OF CONTRIBUTIONS**

- 7.1 The Financial Procedure Rules and Contract Procedure Rules of the Host shall apply to all Financial Contributions received from the Contributing Parties.
- 7.2 The Cwm Taf IFST Manager shall ensure that the finances are maintained to national and professional standards and that the payment of supplier's invoices complies with their payment terms, ensuring that no late payment charges are incurred.
- 7.3 The Cwm Taf IFST Manager shall be responsible for ensuring that appropriate financial systems are operational and in place in order to provide the necessary control and production of financial information.

## 8. **INFORMATION REQUIREMENTS**

- 8.1 The Cwm Taf IFST Manager shall ensure that all financial and other information required by the Contributing Parties in relation to compiling performance statistics, statutory and other returns is made available by any relevant deadlines.

8.2 The Cwm Taf IFST Manager shall ensure that all financial and other information required to measure performance against the functions of the IFST, as set out in this Agreement, is made available by any relevant deadlines.

8.3 The Cwm Taf IFST Manager shall make available all financial and other information as requested by the Contributing Parties' s151 Officers.

9. **GRANTS**

9.1 The Host will act as 'banking authority' for receipt of any grant relating to the Cwm Taf IFST by the Contributing Parties and under the terms of the grant agreements will be responsible for accepting the terms and conditions of the grant on behalf of the Cwm Taf IFST.

9.2 Where grants can only be awarded directly to a Contributing Party then that party is required to passport the total value of the grant within 28 days of its receipt to the Host for inclusion within the Pooled Fund.

9.3 The method of apportionment of each grant will vary depending on its nature, its intended recipients, its purposes and the associated terms and conditions.

9.4 The apportionment basis of each grant will be considered and agreed by both Contributing Parties' s151 Officers.

9.5 For the avoidance of doubt the day to day management of the grants shall be the responsibility of the Cwm Taf IFST and the Cwm Taf IFST Manager.

9.6 Where new grant opportunities are identified, the Cwm Taf IFST Manager or the relevant Contributing Party, as appropriate, shall be responsible for bringing this to the attention of the Contributing Parties' s151 Officers. The Cwm Taf IFST Manager shall be responsible for the completion of grant claims to the appropriate standard, within the

required timescales and in accordance with the Host's procedures (unless specifically agreed otherwise by the Board). The Cwm Taf IFST Manager shall liaise with the relevant Contributing Parties s151 Officer, as required, to complete this task.

9.7 When new grants are made known in respect of the functions the Cwm Taf IFST in liaison with the Contributing Parties lead finance officers (responsible for Social Services) shall draw up spending plans for such grants along with an appropriate exit strategy, for approval by the Contributing Parties' s151 Officers.

9.8 Any redundancy costs (save for those staff commissioned through the terms of this Agreement and/or any service level agreement) arising from either the cessation or reduction of grant funding shall be borne by the Pooled Fund. In the event that the Pooled fund does not have sufficient resources or reserves to fund any such costs, each Contributing Party will be liable to fund the shortfall in line with contribution levels set out in paragraph 5.5 in this Financial Protocol.

## 10. **FINANCIAL INSOLVENCY**

10.1 If it is foreseen that the Cwm Taf IFST cannot meet its liabilities and the Cwm Taf IFST Management Board, and thereafter the Contributing Parties' s151 Officers are unable to agree a financial solution, then the Contributing Parties Chief Executives shall be responsible for ensuring that termination procedures are followed.

## 11. **MONITORING AND ROLE OF THE CWM TAF IFST MANAGER**

11.1 The Cwm Taf IFST Manager shall prepare a financial monitoring report on a quarterly basis to the Contributing Parties' s151 Officers who will in turn review expenditure, commitments and forecast outturn to ensure that the allocated budget is being appropriately adhered to.

11.2 The Cwm Taf IFST Manager shall prepare an annual report to be submitted to the Contributing Parties' s151 Officers at the end of each Financial Year. Such report would include:

- I. An annual statement of Income & Expenditure.
- II. An evaluation of performance against any agreed performance measures, targets and priorities.
- III. A review of targets and priorities for the forthcoming Financial Year.
- IV. Summary of Service delivery.
- V. Such other information as shall be reasonably required by the Contributing Parties' s151 Officers from time to time.

## 12. **BUDGET**

12.1 The Cwm Taf IFST Management Board shall agree the draft Cwm Taf IFST annual budget by the 31<sup>st</sup> December prior to the following financial year and submit it to each of the Contributing Parties for approval.

12.2 The Cwm Taf IFST Manager shall ensure that there are mechanisms in place to enable budgets to be managed in line with the annual budget allocation and that any anticipated variation to budget are identified early and reported to the Cwm Taf IFST Management Board.

12.3 The Cwm Taf IFST is not authorised to operate nor budget at a cumulative deficit position. In the event that annual accounts are closed in a deficit position, the Contributing Parties will be required to make appropriate contributions during the first quarter of the subsequent financial year. Contributions required to 'make good' such a deficit will be proportionate to the Revenue Support Grant allocations awarded to each Contributing Party in the year in the deficit occurred. For 2016/2017 these are shown above in paragraph 5.5 of this Financial Protocol.

12.4 In the event of the Cwm Taf IFST Manager monitoring report indicating an overspend, the reasons for the increase in expenditure will be investigated and analysed against budget by the Cwm Taf IFST Manager.

- 12.5 The Cwm Taf IFST Manager must submit a report to the Cwm Taf IFST Management Board and the Contributing Parties' s151 Officers, which details reasons for variation and recommended remedial action. A meeting of the Cwm Taf IFST Manager and the Cwm Taf IFST Management Board will be held within 28 calendar days of the production of this report in order to agree the remedial action as necessary. Details of remedial actions agreed by the Cwm Taf IFST Management Board should be sent to the Contributing Parties' s151 Officers for approval.
- 12.6 If agreement cannot be reached in respect of the corrective action and treatment of budget variations (overspends and underspends) in the Pooled Fund by the Cwm Taf IFST Management Board the Parties shall follow the dispute procedure as set out in Clause 16 of the Agreement.
- 12.7 Where upon termination of the Cwm Taf IFST there is a surplus or deficit balance in its accounts, this shall be apportioned in line with the Revenue Support Grant allocations awarded to each Contributing Party in the year of termination. For 2016/2017 financial year the proportionate allocation for each Contributing Party is shown above in paragraph 5.5 of this Financial Protocol.
- 12.8 In the event of that the parties to this Agreement changes e.g. where there is an inclusion of a new party or withdrawal of existing an Party, either Contributing' or 'Non Contributing then a meeting of the Parties' Chief Executives will be held within 28 calendar days following formal notification of any party membership change. The meeting should consider the ongoing financial viability of the Cwm Taf IFST and agree the necessary amendments to this Agreement and Financial Protocol (incl. Financial Contributions) and operation of the IFST.

13. **RECORD KEEPING / YEAR-END ACCOUNTING INFORMATION**

13.1 The Cwm Taf IFST Manager must retain all records for a period of six full years following the Financial Year-end, or longer if required.

13.2 The Cwm Taf IFST Manager shall make available all financial and other information to the Contributing Parties as required to fulfill their statutory reporting requirements and to meet any specified deadlines.

14. **VAT**

14.1. The Finances for the Cwm Taf IFST shall be managed subject to the VAT regime of the Host.

15. **AUDITING ARRANGEMENTS**

15.1 **External Audit**

15.1.1 The Host's external auditors, (currently The Wales Audit Office but subject to the appointment of the Auditor General for Wales), will be the external auditor of the Cwm IFST. Any costs borne by the Host organisation will be charged to the Pooled Fund.

15.1.2 It shall be the responsibility of the Host to include the funds of the Cwm Taf IFST in its end of year accounting processes, produce the required memorandum account and arrange for audit in time for it's inclusion in all Parties' year end accounts.

15.1.3 Should the annual audit letter contain any direct reference to the finances of the Cwm Taf IFST, the Host will send copies of the relevant excerpts of the letter to each of the Cwm Taf IFST Management Board, the Contributing Parties s151 officers and Chief Executives.

15.1.4 The cost of any specific audits required shall be borne by the Pooled Fund.



15.1.5 Draft Wales Audit Office reports relevant to the services commissioned and provided shall be presented to the Cwm Taf IFST Management Board and shall be made available to the Parties' internal auditors.

15.2 **Internal Audit**

15.2.1 The Cwm Taf IFST and its finances will be incorporated into the risk assessed Internal Audit Programme of the Host. Final reports shall be made available to the Cwm Taf IFST Management Board and to the Parties' internal auditors.

15.2.2 The costs of any required audits of the Cwm Taf IFST shall be borne by the Pooled Fund.

**SCHEDULE 5**

**IFST OPERATIONAL STRUCTURE**

**Team Performance &  
Development Manager**

**Consultant Social  
Worker  
(Vacant Post)**

**Intervention Specialist (SW)  
Intervention Specialist (SW)  
Intervention Specialist (CPN) - UHB Staff  
Intervention Specialist (HV) - UHB Staff  
Intervention Specialist (HV) - UHB Staff  
Intervention Specialist (Vac) - \*to be determined whether or not this  
position is to be UHB Staff**

**Business Support**

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## SCHEDULE 6

### INFORMATION SHARING FRAMEWORK

1. This information sharing framework has been agreed between the Parties and the Cwm Taf IFST.
2. Each Party acknowledges that its designated Senior Information Risk Officer has an overall and ongoing responsibility for the delivery and implementation of this information sharing framework.
3. Each Party acknowledges it has signed up to the 'Wales Accord on the Sharing of Personal Information (WASPI)' and thereby has agreed to a common set of corporate principles and standards under which they will share information, any regular flow of information sharing will form part of a formal Information Sharing Protocol ('ISP') which will be developed in line with the WASPI ISP guidance.
4. The ISP will define the process for which information will be exchanged, monitored and managed and will essentially document the 'who, why, where, when, what and how' of sharing personal information, which will include:
  - 4.1 Specific purpose(s) for information sharing;
  - 4.2 Group(s) of service users it impacts upon;
  - 4.3 Relevant legislative powers and the consent processes involved;
  - 4.4 Data which is to be shared;
  - 4.5 Use unique identifiers to ensure all partner organisations are referring to the same service user;
  - 4.6 Required operational procedures and the process for review;
  - 4.7 Means of communication to practitioners the specific operational requirements;
  - 4.8 Only the **minimum necessary** personal information consistent with the purposes set out in the ISP will shared.

4.9 Each ISP will be kept under review to ensure that it complies with all relevant legislation including but not limited to any data protection legislation.

## **5. ISP Facilitators**

5.1 Members of the Cwm Taf IFST Information Management Working Group, consisting of a Cwm Taf IFST representative and representatives from Merthyr, RCT and the Cwm Taf UHB (as identified below), will facilitate the coordination and completion of any ISP.

5.2. The working group will act as facilitators providing local managers with advice and guidance regarding the development of ISP's, including general information governance advice in addition to specific legislation which can be relied upon to enable lawful information sharing.

## **6. Cwm Taf IFST Information Management Working Group Representatives**

<b>Organisation</b>	<b>Responsible Officer</b>
Merthyr Tydfil County Borough Council	Designated SIRO
Rhondda Cynon Taf County Borough Council	Designated SIRO
Cwm Taf University Health Board	Designated SIRO

7. All Parties' Staff who work directly with service users in order to carry out the functions described in any ISP, are bound by the terms of this Schedule.

8. The term 'staff' in this context encompasses paid workers, volunteers, students and other temporary workers approved by the employing / hosting organisation, whose duties include those relating to the functions outlined in any ISP.

9. The Parties will ensure that all current and newly-appointed Cwm Taf IFST Staff receive appropriate training in the application of any ISP and the requirements of the WASPI framework.