



## City and County of Swansea

### Notice of Meeting

You are invited to attend a Meeting of the

## Cabinet

**At:** Council Chamber, Guildhall, Swansea

**On:** Thursday, 15 August 2019

**Time:** 10.00 am

**Chair:** Councillor Rob Stewart

**Membership:**

Councillors: M C Child, R Francis-Davies, D H Hopkins, E J King, A S Lewis, C E Lloyd, A Pugh, J A Raynor and M Thomas

**Also Invited:** S Pritchard, A H Stevens

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**Webcasting:** This meeting may be filmed for live or subsequent broadcast via the Council's Internet Site. By entering the Council Chamber you are consenting to be filmed and the possible use of those images and sound recordings for webcasting and / or training purposes.

**You are welcome to speak Welsh in the meeting.**

Please inform us by noon, two working days before the meeting.

### Agenda

	Page No.
1. Apologies for Absence.	
2. Disclosures of Personal and Prejudicial Interests. <a href="http://www.swansea.gov.uk/disclosuresofinterests">www.swansea.gov.uk/disclosuresofinterests</a>	
3. Minutes. To approve & sign the Minutes of the previous meeting(s) as a correct record.	1 - 6
4. Announcements of the Leader of the Council.	
5. Public Question Time. Questions must relate to matters on the open part of the Agenda of the meeting and will be dealt with in a 10 minute period.	
6. Councillors' Question Time.	
7. Annual Performance Monitoring Report 2018/19.	7 - 80

8.	Revenue and Capital Budget Monitoring 1st Quarter 2019/20.	81 - 96
9.	Establishing a Partnership Agreement for Pooled Funds for Care Homes.	97 - 151
10.	Local Authority Governor Appointments.	152 - 155
11.	Exclusion of the Public.	156 - 159
12.	Agreed Heads of Terms for Third Party Occupation of Civic Centre.	160 - 174

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**Next Meeting:** Thursday, 19 September 2019 at 10.00 am

*Huw Evans*

**Huw Evans**  
**Head of Democratic Services**  
**Tuesday, 6 August 2019**

**Contact: Democratic Services - Tel: (01792) 636923**

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# Agenda Item 3.



City and County of Swansea

## Minutes of the **Cabinet**

Council Chamber, Guildhall, Swansea

Thursday, 18 July 2019 at 10.00 am

**Present:** Councillor R C Stewart (Chair) Presided

### **Councillor(s)**

M C Child  
E J King  
A Pugh

### **Councillor(s)**

R Francis-Davies  
A S Lewis  
J A Raynor

### **Councillor(s)**

D H Hopkins  
C E Lloyd  
M Thomas

### **Officer(s)**

Huw Evans  
Tracey Meredith  
Phil Roberts  
Ben Smith

Head of Democratic Services  
Chief Legal Officer  
Chief Executive  
Chief Finance Officer / Section 151 Officer

### **Also present**

Councillor(s): T J Hennegan, C A Holley, P K Jones, A H Stevens

### **Apologies for Absence**

None.

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## **26. Disclosures of Personal and Prejudicial Interests.**

In accordance with the Code of Conduct adopted by the City and County of Swansea, the following interest was declared:

- 1) Councillor J A Raynor declared a Personal & Prejudicial Interest in Minute 37 "Local Authority Governor Appointments" and stated that she had dispensation from the Standards Committee to Stay, Speak but Not Vote on matters relating to the Appointment of Local Authority Governors;
- 2) Councillor C E Lloyd declared a Personal Interest in Minute 43 "Compulsory Purchase Order to Facilitate Highway Improvements".

## **27. Minutes.**

**Resolved** that the Minutes of the meeting(s) listed below be approved and signed as a correct record:

- 1) Cabinet held on 20 June 2019.

**28. Announcements of the Leader of the Council.**

**1) Webcasting of Meeting**

The Leader of the Council stated that as part of the ongoing works to enable the Webcasting of Council, Cabinet, Planning Committee and the Scrutiny Programme Committee; this meeting was being recorded.

**29. Public Question Time.**

No questions were asked.

**30. Councillors' Question Time.**

Councillor C A Holley asked questions in relation to Minute 33 "Revenue Financial Outturn 2018/2019" and Minute 35 "Capital Outturn and Financing 2018/2019".

The Leader of the Council and Section 151 Officer responded.

**31. Scrutiny Report on Tourism.**

The Tourism Scrutiny Working Group submitted a report which presented the findings, conclusions and recommendations resulting from a Scrutiny Working Group on Tourism.

**Resolved** that:

- 1) The report be noted and the relevant Cabinet Member tasked with preparing a written response to the report and recommendations and proposed action(s) for Cabinet.

**32. Natural Environment Scrutiny Inquiry Cabinet Member Response and Action Plan.**

The Cabinet Member for Delivery submitted a report which outlined a response to the scrutiny recommendations and presented an action plan for agreement.

**Resolved** that:

- 1) The response as outlined within the report and related action plan be agreed.

**33. Revenue Financial Outturn 2018/19.**

The Section 151 Officer submitted a report which detailed the revenue financial outturn for 2018-2019.

**Resolved that:**

- 1) The comments and variations within the report be noted;
- 2) The proposed reserve transfers detailed in Section 7.3 of the report be approved.

**34. Revenue Outturn 2018/19 – Housing Revenue Account (HRA).**

The Section 151 Officer submitted a report which detailed the Housing Revenue Account (HRA) outturn compared with the approved revenue budget for 2018-2019.

**Resolved that:**

- 1) The variations detailed within the report be noted.

**35. Capital Outturn and Financing 2018/19.**

The Section 151 Officer submitted a report which detailed the capital outturn and financing for the year ended 31 March 2019.

**Resolved that:**

- 1) The net under spending of the approved budget of £27.979m be carried forward to 2019-2020.

**36. Re-imagining Wind Street.**

The Chair of the Economy & Infrastructure Policy Development Committee & Cabinet Member for Investment, Regeneration & Tourism submitted a report which sought to grant approval to Officers to progress the potential implementation of the Feasibility Study by developing further proposed plans to facilitate its delivery particularly in regards to funding.

**Resolved that:**

- 1) The principles of the Wind Street Feasibility Study be approved as the overarching framework for the physical regeneration of Wind Street, subject to a more detailed design and approval process;
- 2) The Silver model scheme outlined within the report be approved with the ambition to move to the Gold model scheme should the funding become available, and to proceed to the detailed design stage and that Officers be permitted to progress applications for funding;
- 3) A further report be prepared setting out the detailed designs, explicit costs, detailed Equality Impact Assessment report including action plan to incorporate further consultation and engagement, and conformation of the funding arrangements prior to final decision of the scheme.

**37. Local Authority Governor Appointments.**

The Local Authority Governors Appointment Group submitted a report, which sought approval of the nominations submitted to fill Local Authority (LA) Governor vacancies on School Governing Bodies.

**Resolved** that:

- 1) The following nominations recommended by the Director of Education in conjunction with the Cabinet Member for Education Improvement, Learning & Skills be approved:

1)	Mayals Primary School	Dr Felicity Padley
2)	Pontlliw Primary School	David Mathias
3)	Seaview Primary School	Sue James

**38. Relocation of Lifelong Learning from Bryn House.**

The Cabinet Member for Better Communities and Cabinet Member for Education Improvement, Learning & Skills submitted a joint report which set out the proposed relocation of the Lifelong Learning Service from Bryn House Community Education Centre.

**Resolved** that:

- 1) The Lifelong Learning Service relocate from Bryn House, Walters Road, Uplands, SA1 4PS to the Civic Centre, with teaching delivered from alternative venues across the county.

**39. Residents Parking Policy Changes.**

The Cabinet Member for Environment & Infrastructure Management submitted a report which set proposed changes to the Councils Residents Parking Policy.

**Resolved** that:

- 1) The proposed changes to the Councils Residents Parking Policy detailed in the report be approved.

**40. 2019 Play Sufficiency Assessment.**

The Cabinet Member for Children Services submitted a report which provided an update on the requirements and findings of the 2019 Play Sufficiency Assessment.

**Resolved** that:

- 1) The findings of the 2019 Play Sufficiency Assessment be noted;
- 2) Agreement be given to allow the findings to be released as a public summary.

**41. Exclusion of the Public.**

Cabinet were requested to exclude the public from the meeting during consideration of the item(s) of business identified in the recommendations to the report(s) on the grounds that it / they involve the likely disclosure of exempt information as set out in the exclusion paragraph of Schedule 12A of the Local Government Act 1972, as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007 relevant to the items of business set out in the report(s).

Cabinet considered the Public Interest Test in deciding whether to exclude the public from the meeting for the item of business where the Public Interest Test was relevant as set out in the report.

**Resolved** that the public be excluded for the following item(s) of business.

**(Closed Session)**

**Note:** Councillor R C Stewart withdrew from the Meeting. Councillor C E Lloyd (Presided)

**42. Contract Award Report - Award of Framework Agreement for the Provision of Domiciliary Care and Respite at Home Services for Older People and Younger Adults with Physical Disabilities.**

The Cabinet Member for Care, Health & Ageing Well submitted a report which sought detailed the outcome of recent tenders for the appointment of Providers onto a framework Agreement for the Provision of Domiciliary Care and Respite at Home Services for Older People and Younger Adults with Physical Disabilities and / or Sensory Impairment and sought approval to appoint 12 Providers onto the Framework Agreement.

He asked that Paragraph 5.6 of the report be amended.

**Resolved** that the recommendations as detailed in the report be approved together with the proposed amendment to Paragraph 5.6 of the report.

**43. Compulsory Purchase Order to Facilitate Highway Improvements.**

The Cabinet Member for Environment & Infrastructure Management submitted a report which sought approval to prepare Compulsory Purchase Orders.

**Resolved** that the recommendations as detailed in the report be approved.

**44. Disposal Programme Update.**

The Cabinet Member for Business Transformation & Performance submitted a report which prevented an overview of the various strands of work which make up the Property Disposal Programme, and highlights some of the current ongoing work streams related to disposal of Council property.

**Resolved** that the recommendations as detailed in the report be approved.

The meeting ended at 11.35 am

**Chair**

<b>Call In Procedure – Relevant Dates</b>	
Minutes Published:	<b>18 July 2019</b>
Call In Period Expires (3 Clear Working Days after Publication):	23.59 on 23 July 2019
Decision Comes into force:	24 July 2019



# Agenda Item 7.



## Report of the Cabinet Member for Business Transformation & Performance

Cabinet – 15 August 2019

### Annual Performance Monitoring Report 2018/19

<b>Purpose:</b>	To report corporate performance 2018/19.
<b>Policy Framework:</b>	<i>Delivering a Successful &amp; Sustainable Swansea</i> Corporate Plan 2018/22 <i>Sustainable Swansea – Fit for the Future</i>
<b>Consultation:</b>	Access to Services, Finance, Legal.
<b>Recommendation(s):</b>	It is recommended that:  1) The performance results are noted and reviewed to help inform executive decisions on resource allocation and, where relevant, corrective actions to manage and improve performance and efficiency in delivering national and local priorities.
<b>Report Author:</b>	Richard Rowlands
<b>Finance Officer:</b>	Paul Roach
<b>Legal Officer:</b>	Debbie Smith
<b>Access to Services Officer:</b>	Rhian Millar

#### 1.0 Introduction

- 1.1 This report presents the performance results for 2018/19 delivering the Council's Well-being Objectives (priorities) described in the Corporate Plan 2018/22 *Delivering a Successful & Sustainable Swansea*.
- 1.2 The outturn presented in the performance tables (Appendix A) incorporates an overview of performance that needs to be considered alongside the current financial situation of the Council.
- 1.3 The financial resources required to achieve the specified performance levels in 2018/19 have been provided in the approved budget. As part of the work on *Sustainable Swansea – Fit for the future* there will be an increased focus on understanding the level of activity and outcomes that

are achieved for the budget allocated so that choices can be made about relative priorities.

## **2.0 Performance and Improvement**

- 2.1 Performance is judged using the results measured by Corporate Plan performance indicators compared to agreed targets.
- 2.2 Improvement is measured by comparing the results of Corporate Plan performance indicators against the results from the same period last year where comparison is possible.
- 2.3 It is important to point out that each of the corporate priorities cannot be seen in isolation from each other. Each priority both affects and is affected by the others. For example, Improving Education and Skills is both important to our efforts to tackle poverty and improve the economy. For this reason, many of the performance indicators allocated to measuring one priority can also be used to show progress meeting other priorities.

## **3.0 Outturn**

- 3.1 The Corporate Plan performance indicators measure progress meeting the following key priorities:
  - i) Safeguarding people from harm.
  - ii) Improving education and skills.
  - iii) Transforming our economy & infrastructure.
  - iv) Tackling poverty.
  - v) Transformation & future Council development.
- 3.2 The outturn for 2018/19 shows that **33 out of 58 (57%)** Corporate Plan performance indicators (that had targets) met their targets. **26 out of 52 (50%)** comparable Corporate Plan performance indicators also showed improvement compared to 2017/18.
- 3.3 The report also contains the provisional outturn for 2018/19 of the Council's performance against national **Public Accountability Measures (PAMs)**. The results show that **61% of PAMs met their targets** and **52% of comparable PAMs improved** compared to 2017/18.
- 3.4 The performance tables in Appendix A also set out an overview of performance for each Corporate Plan priority provided by Directors and Heads of Service who are the responsible leads; these overviews are set out in para 4.0.

## **4.0 Context: Overviews of Performance in 2018/19**

- 4.0.1 The following overviews provided by responsible departments describe the context to the performance meeting the Council's key priorities as at the end of 2018/19.

#### 4.1 *Safeguarding people from harm*

- 4.1.1 Despite Swansea having a mature and embedded Safe Looked After Reduction Strategy, the number of children requiring to become looked after to ensure their safety and well-being, has risen to well above target this year. Whilst this increase is consistent with national trends, it is entirely inconsistent with the Council's continued ambition to ensure sufficient and effective targeted, preventative support for the most vulnerable families.
- 4.1.2 The Council's latest plans to deliver against this priority have been subject of a review by both Care Inspectorate Wales and the Ministerial Advisory Group for Looked After Children and positive feedback received despite the current trend.
- 4.1.3 In adult services, there is a significant concern about both capacity and availability of domiciliary care provision. Regional plans to develop a hospital to home recovery service and to retender a new patch based domiciliary care commissioning framework are the top safeguarding priorities for the coming year.
- 4.1.4 Whilst the two 'catch all' indicators highlighted in the corporate suite indicates a deterioration in social services performance across a range of indicators, in practice, where performance has dropped, it is by a small percentage linked to changes in demand. This does highlight a need for targeted improvement activity in a number of areas and required actions are embedded within wider improvement plans for the service.

#### 4.2 *Improving education & skills*

- 4.2.1 Targets are difficult to predict due to the significant changes to assessment measures, qualifications and the loss of key skills counting towards these indicators. However, Swansea's performance was above the expected benchmark level at key stage 4 and results should not be compared with previous years as performance across Wales declined.
- 4.2.2 Attainment of primary age pupils at foundation phase and key stage 2 indicate that, although targets were not met, outcomes suggested increased confidence in the accuracy of teacher assessments in Swansea as well as the impact of changes in assessment areas in foundation phase.
- 4.2.3 It is pleasing to see where data exists the trend is positive particularly in the students educated otherwise than at school attaining the level 1 threshold, students attaining level 2 qualifications in maths and science, level 2 inclusive attainment of students living in deprived areas as well as pupils receiving free school meals achieving 5 A - Cs at GCE or vocational equivalent. This would suggest that learners from vulnerable backgrounds are achieving well in Swansea schools.

- 4.2.4 The attainment of learners who are looked after children is variable. Education staff reported a number of factors that can affect this performance indicator each year due to the small numbers of learners involved including a higher prevalence of pupils with additional learning needs, late arrivals from other counties, and a volatile population who move in and out of care which can disrupt education at key points in their educational career particularly in adolescence. Tracking learners' progress to measure value added is more difficult due to changes in the information being gathered by Welsh government and is something the authority will need to address in the next year.
- 4.2.5 Challenging targets for attendance were set following last year's results, which showed an improvement on the 2016 - 2017 figures. However, schools reported higher than average illness in the autumn term of 2018, which has meant it has been difficult to maintain the improvement from this high point. However, the drop is not statistically significant and attendance in Swansea remains comparatively high.
- 4.2.6 Further progress has been made on the development of the Partneriaeth Sgiliau Abertawe/Swansea Skills Partnership (PSA), which now has clear membership, aims and objectives within its terms of reference. There has been good engagement with the Regional Learning and Skills Partnership from the Directors of Education and Place. It is hoped that the work of the Partnerships will enable Swansea learners to acquire important employment skills and qualifications to enable them to contribute to the longer-term aspirations of the city, including those that will arise from the Swansea Bay City Deal.
- 4.2.7 Looking forward the implementation of the Additional Learning Needs and Education Tribunal Act 2018 and Curriculum for Wales 2022 under the Welsh Government's National Mission will pose challenges and opportunities that will need reflecting in the performance frameworks of the Education Department. It will be particularly important to monitor the impact of services for vulnerable learners due to adverse childhood experiences, poverty, additional learning needs and disability. Measures of inclusion such as attendance, exclusions and numbers of learners who are educated otherwise than at school will continue to be monitored. There will also be an increasing emphasis on progress made and value added within a more localised curriculum and service offer.

### 4.3 *Transforming our economy and infrastructure*

- 4.3.1 Performance shows that we have achieved our targets against the vast majority of key indicators and we are therefore making solid progress in delivering our objectives. The challenge now will be to maintain and improve on this into 2019/20.
- 4.3.2 In particular, the transition from the previous Vibrant & Viable Places funding programme to the new Targeted Regeneration Investment programme has now been made. This is a significant programme, valued at £27m that we are leading on for the region. Whilst this programme

started mid-year, we already have projects on the ground to deliver additional commercial floor and new housing units in the eligible areas.

- 4.3.3 2004 training and employment person weeks have been created by the Council's Beyond Bricks & Mortar scheme for the unemployed and economically inactive. The percentage of all Planning Applications determined within 8 weeks is above target at just over 89%, and so is the percentage of major applications approved at 94%.
- 4.3.4 Delayed commencement of property projects on site has affected our indicator that measures the value of inward investment on land owned by the council, where a value of £12m was achieved against a target of £35m. Again, these delayed schemes, in particular the Mariner Street Student housing development, will feature in 2019/20 and so their contribution to Swansea's regeneration is only delayed, not lost.
- 4.3.5 Looking at some of the major priorities, Swansea Central Phase 1 has made excellent progress with the procurement of the primary contractor, Buckingham. Procurement of discreet works packages for sub-contractors and a start on site to deliver advance works is imminent. In addition, a 'Meet the Buyer' event has been held at the Liberty Stadium to ensure the local supply chain is sighted on this major business opportunity. Other procurement events will be held later this year.
- 4.3.6 The Swansea Central Phase 1 construction will be completed in 2021, with the Arena operator, ATG, then taking possession of the venue for fit-out works. Looking further ahead, the Swansea Central Phase 2 development opportunity was promoted within the Department for International Trade's investment brochure at the international property conference. A PIN notice has also recently been published seeking developers to assist the delivery of Swansea Central Phase 2. We await the development and investment market's response.
- 4.3.7 The Kingsway infrastructure project continues to make progress on site, despite the Dawnus company failure. Discussions are currently underway with a replacement contractor to take on responsibility for delivering the works contract. The multi-disciplinary consultants appointed for the Employment Hub building have carried out an initial review of design proposals and a planning application is anticipated later this year.
- 4.3.8 A parking strategy is also in preparation. A digital services consultant has also been appointed to advise on the digital technology aspects of the project. The Council has also led the submission of a regional bid to the Department for Digital, Culture, Media and Sport for digital infrastructure under the Local Full Fibre Network Project. Unfortunately the bid was unsuccessful, however, a further bid will be submitted as part of wave 4 when bid submissions are invited by DCMS.
- 4.3.9 The Local Development Plan has now been adopted by Council following a lengthy plan preparation, consultation and public inquiry process. Work

is now underway to prepare the SPG that is required to augment and refresh the council's planning policies.

- 4.3.10 At Hafod Copperworks, the HLF Stage 2 Powerhouse project has now been fully approved, RIBA 4 design is underway, and works procurement is planned for May 2019. Additional funds have also been secured for the Copper Works from Welsh Government as part of TRI programme. The Morfa bascule lifting bridge repair programme has also commenced. The Musgrave engine house repairs are nearing completion, with repairs commencing to Vivian engine house shortly. A further visit has been hosted for Skyline and discussions with WG regarding funding support are ongoing.
- 4.3.11 2018/19 saw some particularly strong events taking place in the city, including the Biggest Weekend, alongside an outreach and cultural development programme aimed at diversifying our audiences and strengthening the sustainability of our business plans; particularly applicable to those services remaining in house, following the completion and implementation of the outcomes of Cultural Services' commissioning review; which included contracting with Freedom Leisure to operate, and invest circa £5m in the Council's Leisure Centres, including the LC, and with Parkwood Leisure to do the same for Plantasia, which reopened following a £1m investment on Saturday 13th April.
- 4.3.12 The first year of the partnership programme with Welsh Government and local cultural providers, Fusion, was delivered as a legacy of the Baroness Andrew's report into tackling poverty through culture and Welsh Government recently confirmed they will continue to fund this for another year.
- 4.3.13 Similarly funding for delivering local and regional programmes for Parklives; National Exercise Referral Scheme and Community Sports was reconfirmed with Sport Wales and the Dylan Thomas Service achieved a three year grant from the Esmee Fairbairn Foundation to deliver a literature development programme in the community. The service was a significant contributor to the first Learning Festival, hosting, enabling and managing a number of events and we continue to seek ways to integrate our services in a coherent way, in particular through the priorities of the Corporate Parenting and Poverty & Prevention Strategies.
- 4.3.14 Going forward, we are rescoping the means to deliver the policy commitment for 'City of Culture' by redrafting the Cultural Development Framework, which includes a significant focus on delivering the Arts Strategy for Swansea Central, phase 1 and 2. Whilst currently in draft form, the strategy focuses on community engagement, temporary interventions, events and animating the public realm in the lead up to and post completion of phase 1, throughout 2019 and into 20/21/22.
- 4.3.15 2019 is also the 50th anniversary of the designation of Swansea as a city and a programme of community events, large scale celebrations and marketing activities are confirmed. These include city dressing, added

activity for the Airshow and city centre, alongside civic celebrations and street parties.

- 4.3.16 Major events forthcoming also include the Stereophonics, Jess Glynne and Pete Tong (and his Heritage Orchestra) in Singleton Park, as well as the integration of Pride Parade as an annual city centre parade style event, alongside 'Croeso' and Christmas, all of which are enhanced by the 50th promotional wrap around activities. Our new Destination Management Plan, which is a key enabler of achieving funding, as well as blue and green flag awards, is under development and this will be considered with stakeholders, colleagues and the tourism sector at our annual Tourism Summit on 15th May.
- 4.3.17 Tying all these programmes into our strategies for participation, skills, tackling poverty, looked after children, health and wellbeing, regeneration, economic development, destination management and marketing remains a core priority and new methods for capturing, recording and disseminating our inputs and outputs is also in development to enable stronger member briefings and impact assessments of the work of the team and the return on our investment.
- 4.3.18 The target for Welsh Housing Quality Standard (WHQS) compliance in Council housing was met in financial year 2018 following the delivery of a £42m of investment programme in the stock. A further £117m of investment has been agreed by Council for major repairs and improvements across Council housing in 2019 and 2020. This will continue to improve homes and increase the numbers of fully compliant homes. The planned £117m across the next two years will deliver over 4,000 new kitchens and bathrooms, provide insulation and thermal improvements to hundreds of homes, regenerate the Croft Street tower blocks, improve fire safety to high-rise and older person accommodation as well as provide physical adaptations for tenants with medical needs and improve the appearance and the safety of Council homes across Swansea.
- 4.3.19 The investment will also support social clauses embedded in many of the WHQS contracts. In 2018 over 800 training weeks were provided via WHQS contracts, 27 people were employed from local communities and 15 building trade apprentices were engaged on WHQS work. Investment in 2019 and 2020 will continue to provide targeted training and job opportunities for local communities.
- 4.3.20 The Council's More Homes Programme, focussed on providing new build Council housing, is moving forward at pace. Cabinet approved the Housing Revenue Account Development Plan in February 2019. This sets out the programme to develop over 140 new homes up to 2022. Following on from the first passivhaus pilot at Colliers way, the second phase of the More Homes project is underway with development commencing at a further 2 sites at Parc Y Helyg and Colliers Way Phase 2. As part of this phase, 34 new homes will be built as 'Homes as Power Stations' using funds from a £1.5m Innovative Housing Programme grant from the Welsh Government.

- 4.3.21 The homes will have innovative features such as solar panels and battery-powered energy, as well as the inclusion of swift bricks to support biodiversity. As part of the Council's commitment to innovative, energy efficient housing, a retrofit scheme is also being carried out on 6 bungalows in Craig Cefn Parc. This will test the addition of renewable technology to existing inefficient housing, transforming them into some of the most energy efficient homes, and continues the Homes as Power Stations theme 2 new family homes are also being developed in West Cross as part of a refurbishment of a former social services building and a further 24 homes are planned for a new development in Hill View Crescent & Beacons View Road in Clase, where a piece of land has been identified as suitable for 24 new properties consisting of 3 Bed Houses. The Planning application will be submitted in Summer 2019.
- 4.3.22 This will also be the site of a new build Welsh medium primary school, and will provide an opportunity to regenerate the area. The Council has also published a PIN to explore interest from potential partners in delivering a development programme across around 30 potential HRA sites in phases. The aim will be to deliver mixed tenure housing on the Council owned sites, whilst maximising the delivery of affordable housing to meet local need.

#### 4.4 *Tackling Poverty*

- 4.4.1 Not unexpectedly, performance against the tackling poverty priority has been impacted by external factors over the past year, not least the uncertain financial outlook, Brexit and the roll out of universal credit.
- 4.4.2 Given this difficult context the Council's performance has actually stood up pretty well. Looking forward, the Council has committed to undertaking a cross cutting review of its whole employability function to incorporate services in Poverty and Prevention, Place and Social Services with a focus on performance and ensuring value on investment. This will form a significant part of refocussing and strengthening the Council's tackling poverty agenda.

#### 4.5 *Transformation & Future Council Development*

- 4.5.1 Sustainable Swansea has continued to deliver improvement during the year in line with objectives set out in the Corporate Plan. Of the original 16 commissioning reviews, three are completely implemented, 12 are in implementation phase and one is making good progress. The Alternative Learning Needs (ALN) review has changed its approach given new legislation, which has overtaken the original scope. A final Housing review is underway, taking the total to 17.
- 4.5.2 In addition to the annual review of the *Sustainable Swansea - Fit for the Future* programme, a review of the original strategy was also undertaken this year. This was to check and challenge the original objectives and principles given changes both within the programme and from the external environment. The revised and updated strategy and programme



was published with the medium term financial plan (MTFP) in March and shows where the major change projects are focused for the next four years. The four priority areas are:

- Transforming the Council through a series of radical reviews, both at service and corporate levels.
- Enabling new ways of working through digital transformation.
- Ensuring the Council and its workforce are fit for the future.
- Growing Swansea through capital investment.

4.5.3 During the year good progress has been made in the following Corporate Plan objectives:

- Bringing together business support functions into hubs, improving efficiency and releasing savings. These will be completed in the coming year.
- Making the shift to digital channels and ways of working both for staff and the public. This can be seen in the positive Cust 2a and b key performance indicators.
- The Digital Strategy will continue to grow and increase this moving forward.
- Development of a draft co-production strategic framework alongside the Policy Development Committee. This is a corporate approach across all services following a helpful learning pilot with Social Services. Ultimately this will help people get involved in the Council's business and in making decisions on things that affect them and their families and communities. In the coming year an implementation plan will be agreed and delivered.
- Further embedding partnership working with Gower College to train and develop the workforce, as well as growing opportunities for apprentices and trainees. This will continue to grow in the coming year.
- Established a network of Equality Champions across the Council. In the coming year training and a work plan will be delivered informed by the Scrutiny Inquiry into Equalities.
- A draft Digital Inclusion strategic framework was developed in response to the Scrutiny Inquiry into Digital Inclusion. Moving forward, the work plan will be consulted upon with stakeholders and partners.
- Webcasting was piloted with some Council meetings. This and other e-democracy projects will continue to be rolled out.
- A review of Welsh Translation services was undertaken with a view to changing and strengthening the Council's approach in this area for the coming year.

4.5.4 Two key areas of focus and risk are:

- Sickness continues to be a key focus for the Council in the coming year, including changes to processes and support around managing absence.
- Delivering savings on time: Although all savings will be achieved, some of the projects are complex and link with complicated

partnership arrangements. In addition, many projects take the long-term view, in line with the Well-Being of Future Generations Act. This means savings are taking longer to deliver than planned. The revised Sustainable Swansea programme and strategic framework aims to address this issue along with strengthened governance and accountability arrangements in the coming year.

## **5.0 Considerations**

- 5.1 When making comparisons between previous years and 2017/18, the following should be considered:
- 5.1.1 The nature and number of some performance indicators (PIs) has changed between these two periods and therefore direct comparisons may not always be appropriate.
  - 5.1.2 Many of the performance measures are new and definitions may need further refinement.
  - 5.1.3 Some targets for new performance indicators are still being baselined.
  - 5.1.4 Some data will be enhanced and improved to be more robust as data collection methods are developed and / or refined by services over the coming quarters.
  - 5.1.5 The results do not always account for changes in resources and workload during that period (although details can be seen in the numerator and denominator information and in the comments column of the data tables attached to this report).
  - 5.1.6 There may be changes to the numerator and denominator information that may affect the trends by showing a decline while the volume of work has increased.

## **6.0 Equality & Engagement Implications**

- 6.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
  - Advance equality of opportunity between people who share a protected characteristic and those who do not.
  - Foster good relations between people who share a protected characteristic and those who do not.
- 6.2 Our Equality Impact Assessment process ensures that we have paid due regard to the above. This report has no direct equality and engagement implications itself although the data reported may form part of the information that leads to a service screening for and undertaking an EIA as required.

## **7.0 Financial Implications**

7.1 In the current and anticipated financial environment further discussion and consideration will be required around priorities and target setting for performance improvement as part of *Sustainable Swansea – fit for the future*.

## **8.0 Legal Implications**

8.1 There are no legal implications associated with this report.

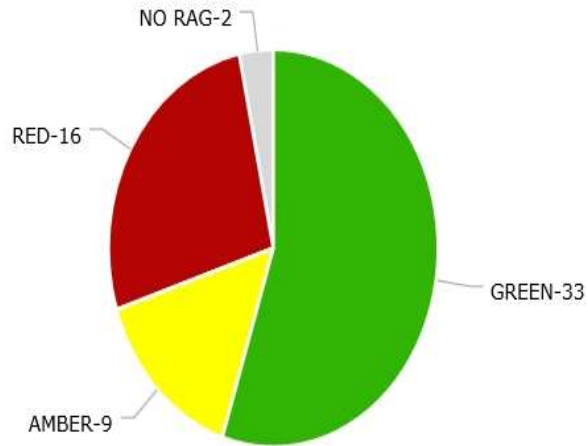
**Background Papers:** None.

**Appendices:** Appendix A – Corporate Performance Management Report Annual 2018/2019.

## Corporate Performance Management Report Annual 2018/2019

### Performance against Target - Overall Council Summary

2018/2019

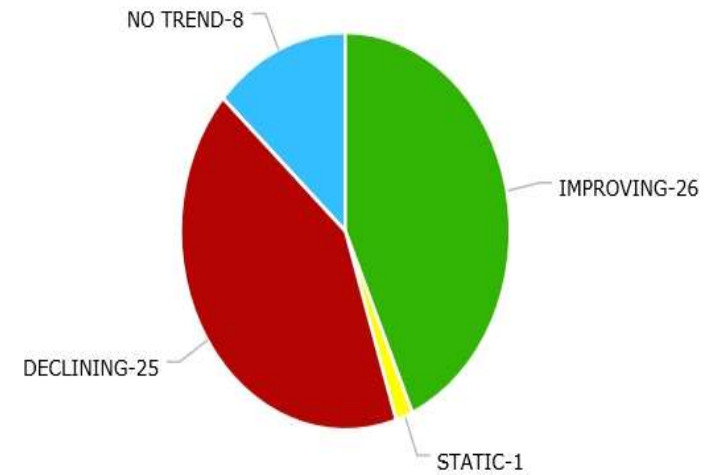


#### Performance against the target:

- GREEN** Met or exceeded target
- AMBER** Missed target (less than 5%)
- RED** Missed target (more than 5%)
- NO RAG** No target set

### Performance compared to same Period of previous year

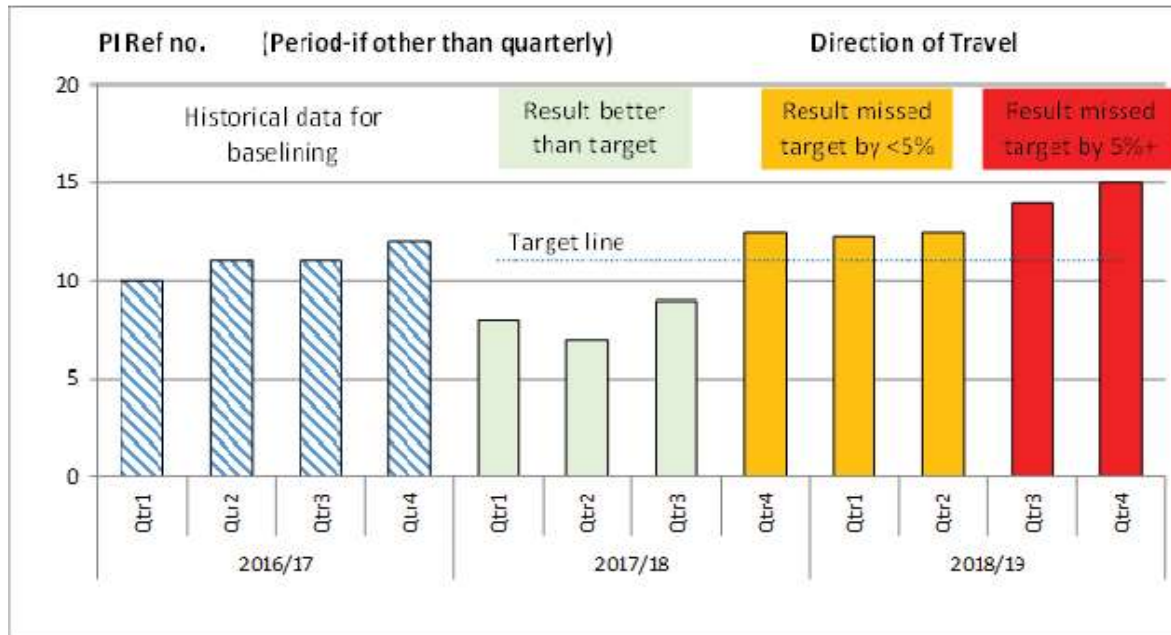
2018/2019



#### Performance compared to the same period of the previous year:

- IMPROVING** Better performance
- STATIC** Same performance
- DECLINING** Worse performance
- NO TREND** New indicator - No historical comparison

KEY TO GRAPHS



N.B. Graphs displaying quarterly performance may differ from the annual results/RAG status shown.

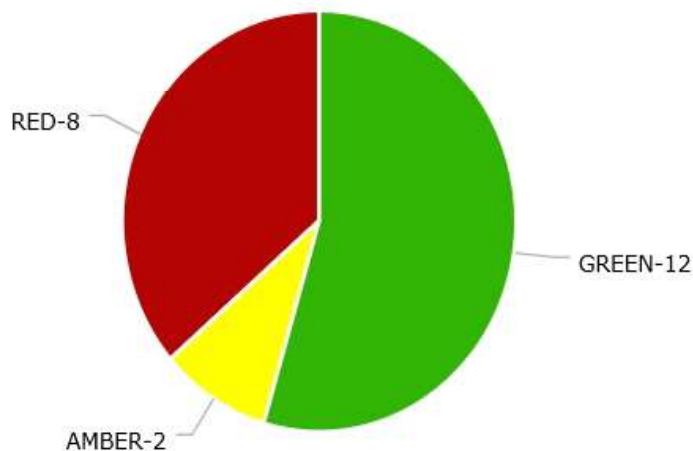
Despite Swansea having a mature and embedded Safe Looked After Reduction Strategy, the number of children requiring to become looked after to ensure their safety and well being, has risen to well above target this year. Whilst this increase is consistent with national trends, it is entirely inconsistent with the Council's continued ambition to ensure sufficient and effective targeted, preventative support for the most vulnerable families. The Council's latest plans to deliver against this priority have been subject of a review by both Care Inspectorate Wales and the Ministerial Advisory Group for Looked After Children and positive feedback received despite the current trend.

In adult services, there is a significant concern about both capacity and availability of domiciliary care provision. Regional plans to develop a hospital to home recovery service and to retender a new patch based domiciliary care commissioning framework are the top safeguarding priorities for the coming year.

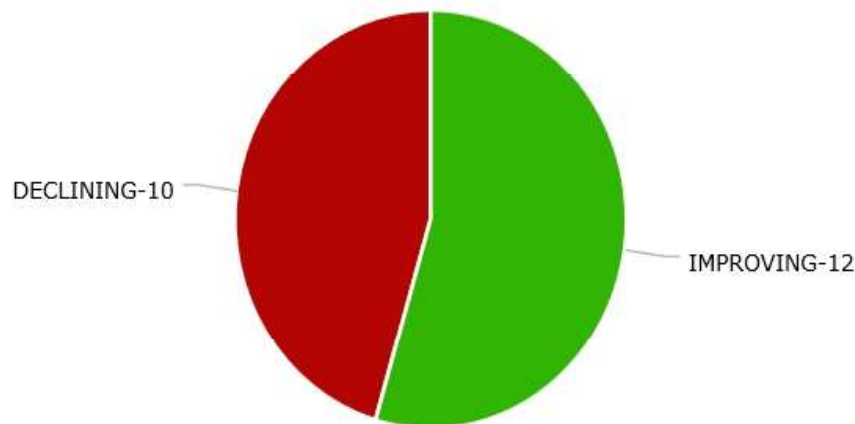
Whilst the two 'catch all' indicators highlighted in the corporate suite indicates a deterioration in social services performance across a range of indicators, in practice, where performance has dropped, it is by a small percentage linked to changes in demand. This does highlight a need for targeted improvement activity in a number of areas and required actions are embedded within wider improvement plans for the service.

Page 20

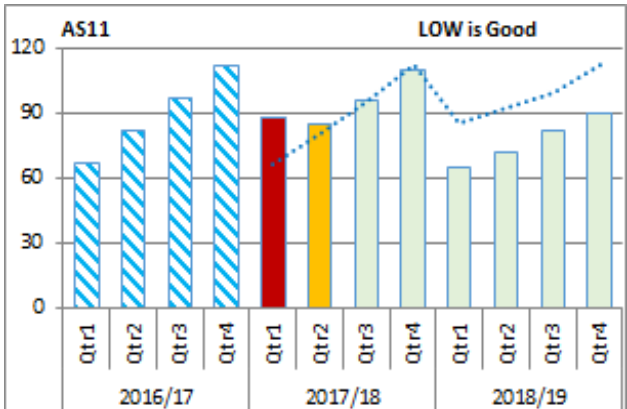
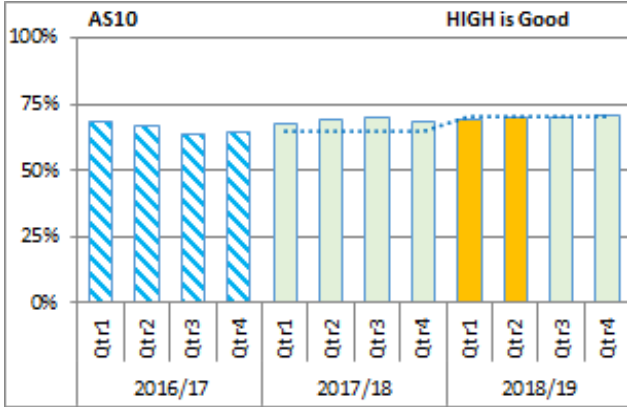
**Performance against Target**  
2018/2019



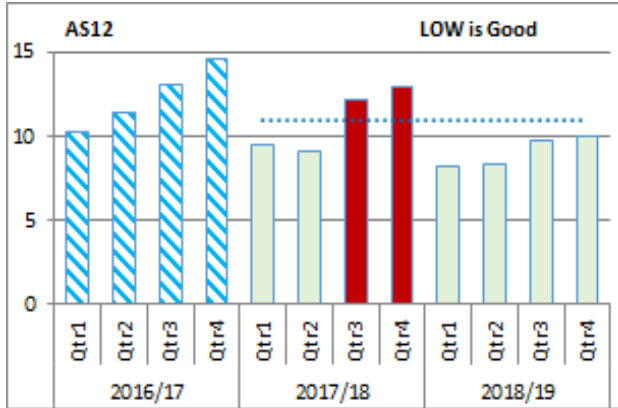
**Performance compared to same Period of previous year**  
2018/2019



Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
AS10 <span style="color: red;">↑</span> Percentage of annual reviews of care and support plans completed in adult services	RAG		GREEN	GREEN	
	Result	64.80%	68.43%	71.05%	
	Target		65.00%	70.00%	
	Trend	No Data	IMPROVING	IMPROVING	
	Num	4035	4040	4637	
	Den	6227	5904	6526	
AS11 <span style="color: red;">↓</span> Rate of adults aged 65+ receiving care and support to meet their well-being needs per 1,000 population	RAG		GREEN	GREEN	
	Result	112.05	111.25	90.29	
	Target		113	113	
	Trend	No Data	IMPROVING	IMPROVING	
	Num	5291	5253	4285	
	Den	47220	47220	47459	

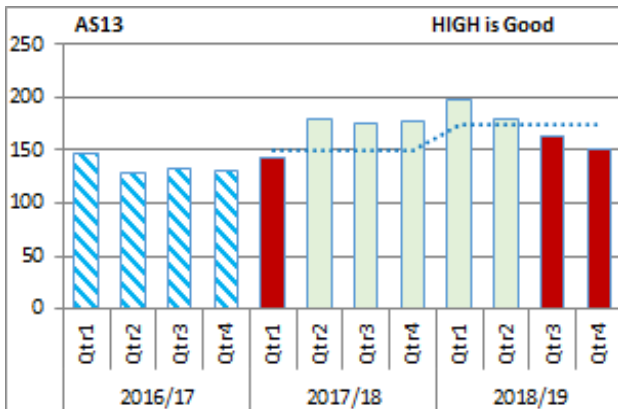


Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
AS12 ↓ Rate of adults aged 18-64 receiving care and support to meet their well-being needs per 1,000 population	RAG		RED	GREEN	
	Result	14.60	12.99	10.00	
	Target		11	13	
	Trend	No Data	IMPROVING	IMPROVING	
	Num	2190	1948	1507	
	Den	149958	149958	150659	



Page 22

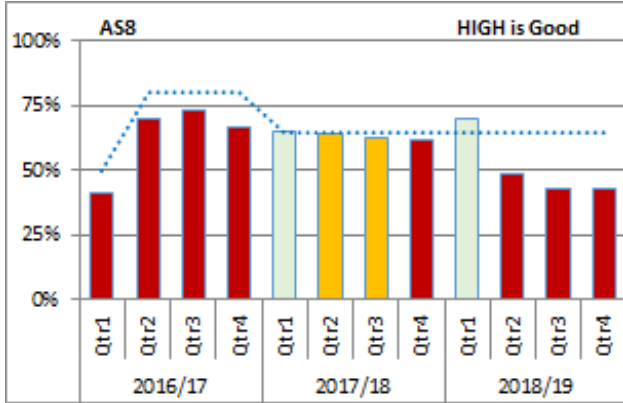
AS13 ↑ Number of carers (aged 18+) who received a carer's assessment in their own right during the year	RAG		GREEN	AMBER	There is continued emphasis on Carers being offered an assessment but a large number of assessments are being declined by the Carer. In the coming year there will be an emphasis on promoting the benefits of having an assessment.
	Result	539	655	689	
	Target		600	700	
	Trend	No Data	IMPROVING	IMPROVING	
	Num	539	655	689	
	Den				





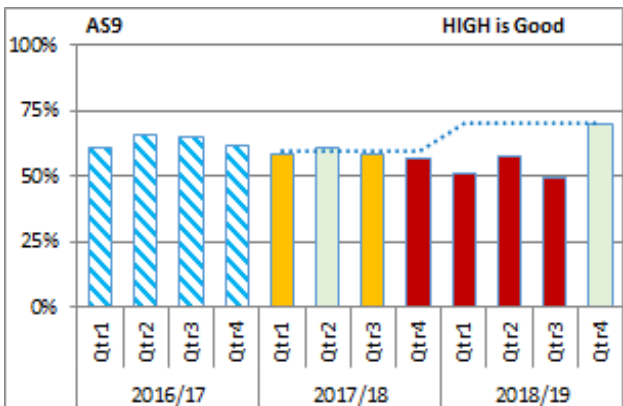
Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019																				
AS14 <a href="#">↑</a> The percentage of people who have completed reablement who were receiving less care or no care 6 months after the end of reablement.	RAG		GREEN	GREEN																					
	Result	71.50%	82.57%	93.14%																					
	Target		75.00%	80.00%																					
	Trend	No Data	IMPROVING	IMPROVING																					
	Num	434	526	516																					
	Den	607	637	554																					
<p>AS14 HIGH is Good</p> <table border="1"> <caption>AS14 Performance Data</caption> <thead> <tr> <th>Year</th> <th>Qtr1</th> <th>Qtr2</th> <th>Qtr3</th> <th>Qtr4</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>68%</td> <td>70%</td> <td>70%</td> <td>75%</td> </tr> <tr> <td>2017/18</td> <td>82%</td> <td>81%</td> <td>80%</td> <td>91%</td> </tr> <tr> <td>2018/19</td> <td>83%</td> <td>87%</td> <td>98%</td> <td>93%</td> </tr> </tbody> </table>	Year	Qtr1	Qtr2	Qtr3	Qtr4	2016/17	68%	70%	70%	75%	2017/18	82%	81%	80%	91%	2018/19	83%	87%	98%	93%					
Year	Qtr1	Qtr2	Qtr3	Qtr4																					
2016/17	68%	70%	70%	75%																					
2017/18	82%	81%	80%	91%																					
2018/19	83%	87%	98%	93%																					
AS15 <a href="#">↑</a> The percentage of statutory performance indicators where performance is maintained or improving	RAG		RED	RED	We have broadly maintained performance on the individual indicators that make up this performance measure (most are within 2% of last years performance)																				
	Result	No Data	78.00%	31.82%																					
	Target		85.00%	70.00%																					
	Trend	No Data	No Data	DECLINING																					
	Num		7	7																					
	Den		9	22																					
<p>AS15 HIGH is Good</p> <table border="1"> <caption>AS15 Performance Data</caption> <thead> <tr> <th>Year</th> <th>Qtr1</th> <th>Qtr2</th> <th>Qtr3</th> <th>Qtr4</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>50%</td> <td>35%</td> <td>35%</td> <td>65%</td> </tr> <tr> <td>2017/18</td> <td>85%</td> <td>70%</td> <td>55%</td> <td>55%</td> </tr> <tr> <td>2018/19</td> <td>68%</td> <td>68%</td> <td>28%</td> <td>32%</td> </tr> </tbody> </table>	Year	Qtr1	Qtr2	Qtr3	Qtr4	2016/17	50%	35%	35%	65%	2017/18	85%	70%	55%	55%	2018/19	68%	68%	28%	32%					
Year	Qtr1	Qtr2	Qtr3	Qtr4																					
2016/17	50%	35%	35%	65%																					
2017/18	85%	70%	55%	55%																					
2018/19	68%	68%	28%	32%																					

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
AS8 <sup>↑</sup> Percentage of adult protection referrals to Adult Services where decision is taken within 24 hours (i.e. 1 working day)	RAG	RED	AMBER	RED	There is a slight decline in the timeliness of recording of thresholding particularly if it is apparent that the case is not going to meet the threshold or is 'inappropriate to POVA'. Staff appear to move to the next case rather than completing the recording of low-priority material. 'Threshold Met' cases do appear to be more rapidly completed than those where threshold was not met.
	Result	65.27%	63.70%	55.27%	
	Target	80.00%	65.00%	65.00%	
	Trend	No Data	DECLINING	DECLINING	
	Num	827	874	593	
	Den	1267	1372	1073	

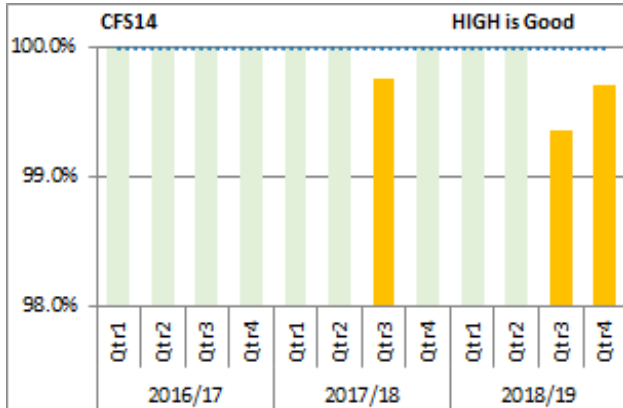


AS9 <sup>↑</sup>  
The percentage of Deprivation of Liberty Safeguarding (DoLS) Assessments completed in 21 days or less.

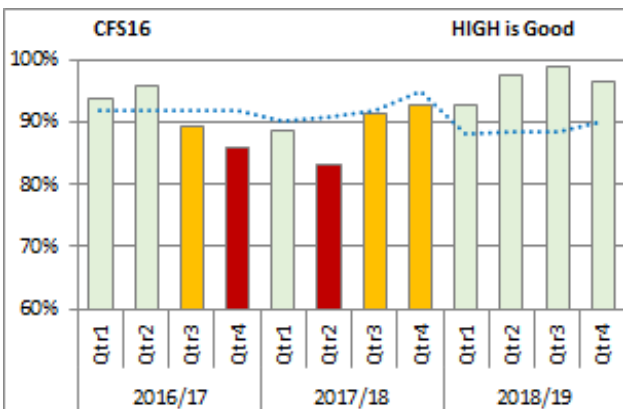
	RAG		AMBER	RED	As anticipated by establishing a dedicated DOLs team we have made significant progress in reducing the backlog of DOLs assessments but paradoxically this has meant the number of recorded assessments carried out of timescale has increased.
	Result	63.06%	59.6%	56.13%	
	Target		60.00%	70.00%	
	Trend	No Data	DECLINING	DECLINING	
	Num	963	1051	1240	
	Den	1527	1762	2209	


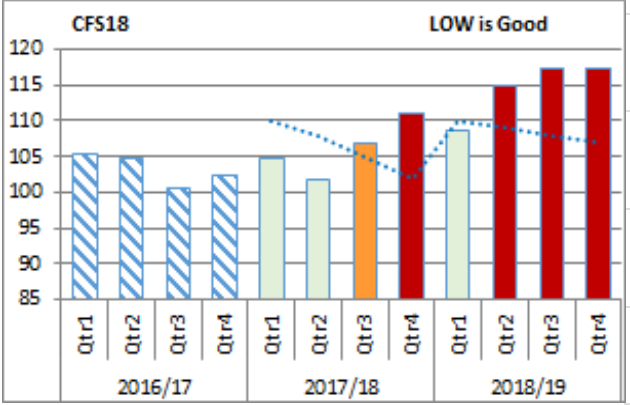

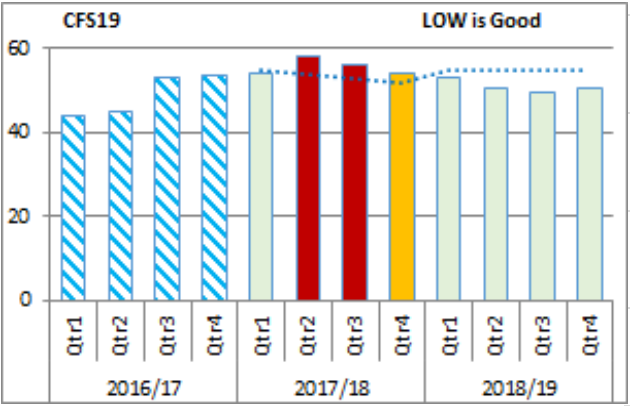


Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
<b>CFS14</b> <span style="color: red;">↑</span> The percentage of decisions about a referral for care and support received by Child and Family Services which are taken within 24 hrs from receipt of referral.	RAG	GREEN	AMBER	AMBER	3 referrals were identified as not having a decision made within 24 hrs. The referrals were appropriately actioned but the decision was not recorded on PARIS in a timely manner. Steps have been taken to minimise the likelihood of this happening in the future.
	Result	100.00%	99.94%	99.78%	
	Target	100.00%	100.00%	100.00%	
	Trend	STATIC	DECLINING	DECLINING	
	Num	1776	1755	1372	
	Den	1776	1756	1375	



<b>CFS16</b> <span style="color: red;">↑</span> The percentage of initial core group meetings held within 10 working days of the initial child protection conference.	RAG	AMBER	RED	GREEN	
	Result	90.13%	88.89%	96.98%	
	Target	92.00%	95.00%	90.00%	
	Trend	DECLINING	DECLINING	IMPROVING	
	Num	347	392	321	
	Den	385	441	331	



Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
<b>CFS18</b>  The number of children looked after per 10,000 of the 0-17 Swansea population.	RAG		RED	RED	The rising LAC population is not limited to Swansea. The reasons behind the rise are complex and include substance misuse, severe and prolonged domestic abuse, neglect and parental mental health issues. There is a direct correlation between poverty and deprivation and children needing to be removed from the family home. Swansea will continue to explore all options before resorting to the removal of a child.
	Result	102.28	111.00	117.19	
	Target		102.00	107.00	
	Trend	No Data	DECLINING	DECLINING	
	Num	481	522	554	
	Den	47026	47026	47272	
					
<b>CFS19</b>  The number of children on the Local Authority's Child Protection Register per 10,000 of the 0-17 Swansea population.	RAG		AMBER	GREEN	
	Result	53.59	54.01	50.77	
	Target		52.00	55.00	
	Trend	No Data	DECLINING	IMPROVING	
	Num	252	254	240	
	Den	47026	47026	47272	
					

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
<p>CFS20 <span style="color:red">↓</span></p> <p>The number of children in need of care and support per 10,000 of the 0-17 Swansea population.</p>	RAG		GREEN	GREEN	
	Result	211.59	192.02	164.58	
	Target		205	205	
	Trend	No Data	IMPROVING	IMPROVING	
	Num	995	903	778	
	Den	47026	47026	47272	
<p>Page 29</p> <p>CFS21 <span style="color:red">↑</span></p> <p>Percentage of all statutory indicators for Child &amp; Family Services that have maintained or improved performance from the previous year.</p>	RAG		RED	RED	Measures around The Looked After Children continue to be challenging and have made a significant impact on the performance achieved against CFS021
	Result		40.00%	30.00%	
	Target		80.00%	80.00%	
	Trend		IMPROVING	DECLINING	
	Num		2	6	
	Den		5	20	

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
<p>CIP3 </p> <p>The number of GP Referrals still engaging in physical activity after 12 months and indicating their health has improved</p>	<p>RAG</p> <p>Result</p> <p>Target</p> <p>Trend</p> <p>Num</p> <p>Den</p>	<p>GREEN</p> <p>176</p> <p>85</p> <p>IMPROVING</p> <p>176</p>	<p>RED</p> <p>158</p> <p>176</p> <p>DECLINING</p> <p>158</p>	<p>GREEN</p> <p>295</p> <p>158</p> <p>IMPROVING</p> <p>295</p>	
<p>Measure 18 </p> <p>The percentage of adult protection enquiries completed within 7 days</p>	<p>RAG</p> <p>Result</p> <p>Target</p> <p>Trend</p> <p>Num</p> <p>Den</p>	<p>RED</p> <p>89.66%</p> <p>95.00%</p> <p>No Data</p> <p>1136</p> <p>1267</p>	<p>GREEN</p> <p>91.91%</p> <p>90.00%</p> <p>IMPROVING</p> <p>1261</p> <p>1372</p>	<p>GREEN</p> <p>90.40%</p> <p>90.00%</p> <p>DECLINING</p> <p>970</p> <p>1073</p>	<p>Whilst we were less than 1% down on last year's performance, contributory factors could relate to us having to wait for responses from other Professional organisations or, indeed, the family themselves.</p>

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
Measure 19 (PAM025) <span style="color:red">↓</span> The rate of delayed transfers of care for social care reasons per 1,000 population aged 75 or over	RAG		RED	RED	Care providers are having difficulty recruiting & retaining staff. We are struggling to provide care in a range of areas. As part of the Commissioning process during April 2019 we are retendering the Domiciliary Care provision.
	Result		5.86	7.47	
	Target		4.00	6.00	
	Trend		No Data	DECLINING	
	Num		127	164	
	Den		21672	21956	
Measure 24 (PAM028) <span style="color:red">↑</span> The percentage of assessments completed for children within statutory timescales	RAG		RED	RED	Yearly performance improved with HUB managers focused on tracking progress of assessments to try and ensure compliance to timescale targets. Further improvement on this performance is expected.
	Result	82.39%	72.38%	78.05%	
	Target		90.00%	90.00%	
	Trend	No Data	DECLINING	IMPROVING	
	Num	1123	941	729	
	Den	1363	1300	934	

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
Measure 28 ↓ The average length of time for all children who were on the Child Protection Register (CPR) during the year	RAG			GREEN	
	Result	230.72	208.48	238.37	
	Target			300	
	Trend	No Data	IMPROVING	DECLINING	
	Num	82138	92150	81522	
	Den	356	442	342	
SAFE27 ↑ Total number of staff who have completed the Corporate mandatory safeguarding awareness training (excludes school based staff)	RAG		RED	RED	With the success of a focus on promoting mandatory safeguarding training for all staff the majority of staff have now undertaken a proportionate level of mandatory safeguarding training therefore the number of new staff completing safeguarding training is beginning to drop. The Corporate safeguarding board are in the process of reconsidering a more relevant and up to date measure for capturing performance in this area.
	Result	1066	737	499	
	Target		1000	700	
	Trend	IMPROVING	DECLINING	DECLINING	
	Num	1066	737	499	
	Den				



Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019																				
SAFE8b <sup>↑</sup> Percentage of Elected Members who have received training in safeguarding vulnerable people	RAG		RED	GREEN																					
	Result		81.94%	100%																					
	Target		100.00%	100.00%																					
	Trend		No Data	IMPROVING																					
	Num		59	72																					
	Den		72	72																					
<p><b>SAFE8b</b> HIGH is Good</p> <table border="1"> <caption>SAFE8b Data</caption> <thead> <tr> <th>Year</th> <th>Qtr1</th> <th>Qtr2</th> <th>Qtr3</th> <th>Qtr4</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>60%</td> <td>65%</td> <td>78%</td> <td>78%</td> </tr> <tr> <td>2017/18</td> <td>48%</td> <td>85%</td> <td>82%</td> <td>82%</td> </tr> <tr> <td>2018/19</td> <td>82%</td> <td>82%</td> <td>95%</td> <td>100%</td> </tr> </tbody> </table>	Year	Qtr1	Qtr2	Qtr3	Qtr4	2016/17	60%	65%	78%	78%	2017/18	48%	85%	82%	82%	2018/19	82%	82%	95%	100%					
Year	Qtr1	Qtr2	Qtr3	Qtr4																					
2016/17	60%	65%	78%	78%																					
2017/18	48%	85%	82%	82%																					
2018/19	82%	82%	95%	100%																					
SUSC5 <sup>↑</sup> Number of new requests for local area co-ordination	RAG	GREEN	GREEN	GREEN																					
	Result	229	259	471																					
	Target	140	240	300																					
	Trend	IMPROVING	IMPROVING	IMPROVING																					
	Num	229	259	471																					
	Den																								
<p><b>SUSC5</b> HIGH is Good</p> <table border="1"> <caption>SUSC5 Data</caption> <thead> <tr> <th>Year</th> <th>Qtr1</th> <th>Qtr2</th> <th>Qtr3</th> <th>Qtr4</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>40</td> <td>40</td> <td>40</td> <td>55</td> </tr> <tr> <td>2017/18</td> <td>75</td> <td>60</td> <td>60</td> <td>85</td> </tr> <tr> <td>2018/19</td> <td>95</td> <td>115</td> <td>115</td> <td>140</td> </tr> </tbody> </table>	Year	Qtr1	Qtr2	Qtr3	Qtr4	2016/17	40	40	40	55	2017/18	75	60	60	85	2018/19	95	115	115	140					
Year	Qtr1	Qtr2	Qtr3	Qtr4																					
2016/17	40	40	40	55																					
2017/18	75	60	60	85																					
2018/19	95	115	115	140																					

Targets are difficult to predict due to the significant changes to assessment measures, qualifications and the loss of key skills counting towards these indicators. However, Swansea's performance was above the expected benchmark level at key stage 4 and results should not be compared with previous years as performance across Wales declined.

Attainment of primary age pupils at foundation phase and key stage 2 indicate that, although targets were not met, outcomes suggested increased confidence in the accuracy of teacher assessments in Swansea as well as the impact of changes in assessment areas in foundation phase.

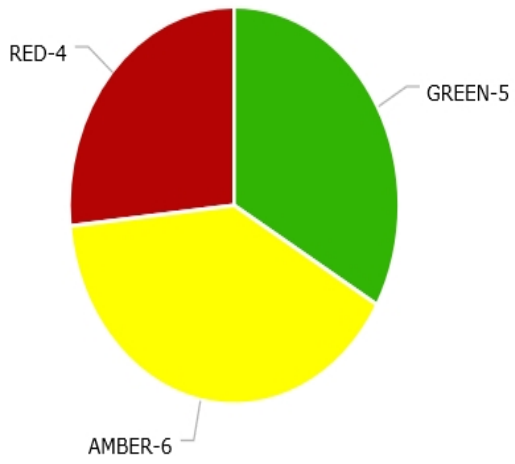
It is pleasing to see where data exists the trend is positive particularly in the students educated otherwise than at school attaining the level 1 threshold, students attaining level 2 qualifications in maths and science, level 2 inclusive attainment of students living in deprived areas as well as pupils receiving free school meals achieving 5 A - Cs at GCE or vocational equivalent. This would suggest that learners from vulnerable backgrounds are achieving well in Swansea schools. The attainment of learners who are looked after children is variable. Education staff reported a number of factors that can affect this performance indicator each year due to the small numbers of learners involved including a higher prevalence of pupils with additional learning needs, late arrivals from other counties, and a volatile population who move in and out of care which can disrupt education at key points in their educational career particularly in adolescence. Tracking learners' progress to measure value added is more difficult due to changes in the information being gathered by Welsh government and is something the authority will need to address in the next year.

Challenging targets for attendance were set following last year's results, which showed an improvement on the 2016 - 2017 figures. However, schools reported higher than average illness in the autumn term of 2018, which has meant it has been difficult to maintain the improvement from this high point. However, the drop is not statistically significant and attendance in Swansea remains comparatively high.

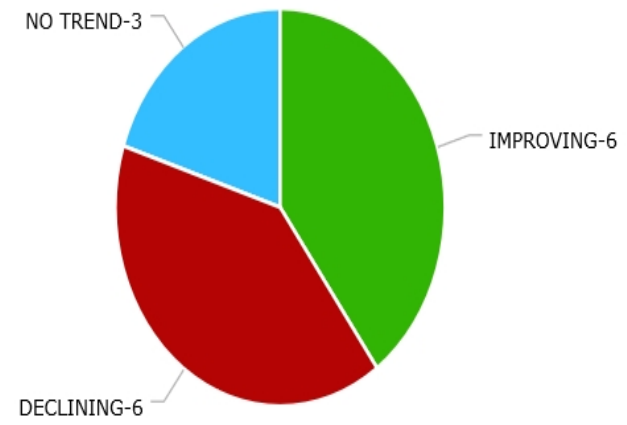
Further progress has been made on the development of the Partneriaeth Sgiliau Abertawe/Swansea Skills Partnership (PSA), which now has clear membership, aims and objectives within its terms of reference. There has been good engagement with the Regional Learning and Skills Partnership from the Directors of Education and Place. It is hoped that the work of the Partnerships will enable Swansea learners to acquire important employment skills and qualifications to enable them to contribute to the longer-term aspirations of the city, including those that will arise from the Swansea Bay City Deal.

Looking forward the implementation of the Additional Learning Needs and Education Tribunal Act 2018 and Curriculum for Wales 2022 under the Welsh Government's National Mission will pose challenges and opportunities that will need reflecting in the performance frameworks of the Education Department. It will be particularly important to monitor the impact of services for vulnerable learners due to adverse childhood experiences, poverty, additional learning needs and disability. Measures of inclusion such as attendance, exclusions and numbers of learners who are educated otherwise than at school will continue to be monitored. There will also be an increasing emphasis on progress made and value added within a more localised curriculum and service offer.


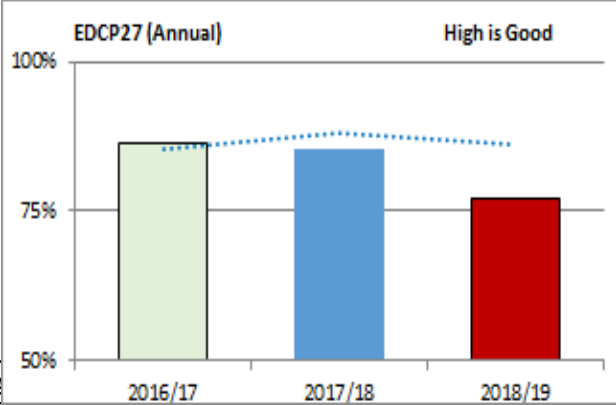
**Performance against Target**  
2018/2019





**Performance compared to same Period of previous year**  
2018/2019





Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
BBMA4 <span style="color: red;">↑</span> The number of apprenticeships or trainee starts in the Council	RAG		GREEN	RED	Every effort has been made to achieve the target outcome, but due to financial constraints and recruitment embargo it has not been possible to achieve the full target result.
Result			34	36	
Target			25	50	
Trend			IMPROVING	IMPROVING	
Num			34	36	
Den					
EDCP18d (PAM009) <span style="color: red;">↓</span> Young people known to be NOT in Education, Employment and Training (EET) [at 16, on leaving formal education] national calculation	RAG		AMBER	RED	The year 11 cohort showed that 3.9% of the cohort had very high vulnerability assessment profile (VAP) scores. Given that VAP is a predictor for NEETS, an outturn of 2.5% for this PI seems reasonable. Pupil level interventions are in place and their effectiveness will be monitored. Fewer vocational qualifications at key stage 4 disadvantages the less able pupils. More able pupils have options in college or sixth form schools, but there are now fewer options for less academic pupils. Better quality advice and guidance on vocations will now be offered.
Result			2.2%	2.46%	
Target			2.10%	2.10%	
Trend			No Data	DECLINING	
Num			52	57	
Den			2367	2318	

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019								
<b>EDCP27</b>  Foundation Phase Indicator: the percentage of children in Year 2 (age 7) who are assessed to have achieved Outcome 5 or higher in each of the Language & Communication in English/Welsh, Mathematical Development and Personal & Social Development.	RAG	GREEN	Not reported	RED	National drop in teacher assessments in academic year 2017-2018. New areas of learning assessed for the first time. Outcome descriptors for areas of learning have changed, and were assessed using new, more stringent criteria for the first time in 2018. This caused a fall in results in Swansea and in Wales overall, but the effect of this was unknown at the time the target was set and could not therefore be quantified in advance. The target was therefore missed, but 2018 is effectively a new baseline for this PI. The Challenge Advisers work with all schools to help ensure that schools set challenging but achievable targets for pupils in Year 2, taking into account the profile of the year group in each school. The authority and schools hold comprehensive data which tracks pupils' progress and which is used to identify learners with additional needs so that appropriate interventions can be put in place.								
	Result	86.18%		77.05%									
	Target	85.20%		86.00%									
	Trend			No Data									
	Num	2400		2129									
	Den	2785		2763									
	 <p>EDCP27 (Annual) High is Good</p> <table border="1"> <caption>EDCP27 (Annual) Performance Data</caption> <thead> <tr> <th>Year</th> <th>Result (%)</th> <th>Target (%)</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>86.18%</td> <td>85.20%</td> </tr> <tr> <td>2017/18</td> <td>86.00%</td> <td>85.20%</td> </tr> <tr> <td>2018/19</td> <td>77.05%</td> <td>85.20%</td> </tr> </tbody> </table>			Year		Result (%)	Target (%)	2016/17	86.18%	85.20%	2017/18	86.00%	85.20%
Year	Result (%)	Target (%)											
2016/17	86.18%	85.20%											
2017/18	86.00%	85.20%											
2018/19	77.05%	85.20%											

age 35

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
EDCP36  Percentage of students in year 11 educated other than at school (EOTAS) attaining the level 1 threshold at the end of key stage 4.	RAG			GREEN	
	Result		26.53%	47.22%	
	Target			27.00%	
	Trend		No Data	IMPROVING	
	Num		13	17	
	Den		49	36	
	No graph displayed - first year of full reporting				
EDCP37  Percentage of students in year 11 attaining level 2 qualifications in both mathematics and science subjects at the end of key stage 4.	RAG			AMBER	New Science qualification examined for the first time in academic year 2017-2018. Different syllabus to previous year in science.
	Result		61.26%	61.58%	
	Target			62.50%	
	Trend		No Data	IMPROVING	
	Num		1474	1446	
	Den		2406	2348	
	No graph displayed - first year of full reporting				

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
EDCP38  Percentage of students in year 11 who live in areas classed as being in the 20% most deprived of all areas in Wales attaining the level 2 inclusive measure at the end of key stage 4.	RAG			GREEN	
	Result		40.74%	41.61%	
	Target			32.30%	
No graph displayed - first year of full reporting	Trend		No Data	IMPROVING	
	Num		286	263	
	Den		702	632	

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
EDCP39  Percentage of students in year 11 who have been indentified as being in local authority care at any time during their time in secondary school attaining the level 2 inclusive measure at the end of key stage 4.  No graph displayed - first year of full reporting	RAG			RED	High percentage of special educational needs within the looked after children year 11 group. At the time the target was set the exact composition of the cohort for this PI was unknown, as frequent changes take place to the LAC population. The final cohort had 83% with additional learning needs compared to 76% in 2017 and 56% in 2016. The Challenge Advisers work with all schools to help ensure that schools set challenging but achievable targets for all pupils, including LAC, taking into account the profile of the individual learners in each school. The authority and schools hold comprehensive data which tracks pupils' progress and which is used to identify LAC learners with additional needs so that appropriate interventions can be put in place.
	Result		17.86%	7.14%	
	Target			18.00%	
	Trend		No Data	DECLINING	
	Num		5	2	
	Den		28	28	



Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
EDCP40 <a href="#">↑</a> Percentage of pupil attendance in primary schools for pupils claiming free school meals	RAG			AMBER	Schools reporting higher than average illness at end of autumn term and beginning of spring term during academic year 2017-2018.
	Result			92.87%	
	Target			93.40%	
	Trend			No Data	
	Num			1133104	
	Den			1220132	
No graph displayed - first year of full reporting					
EDCP41 <a href="#">↑</a> Percentage of pupil attendance in secondary schools for pupils claiming free school meals	RAG			AMBER	Schools reporting higher than average illness at end of autumn term and beginning of spring term during academic year 2017-2018.
	Result			90.57%	
	Target			91.20%	
	Trend			No Data	
	Num			619761	
	Den			684290	
No graph displayed - first year of full reporting					

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019	
<b>EDFM2</b> Percentage of pupils in receipt of free school meals (FSM) in schools maintained by the authority in the previous summer achieving 5 or more GCSEs at grades A*-C or the vocational equivalent, including English or Welsh and mathematics	RAG	GREEN	RED	GREEN		
	Result	39.14%	30.79%	33.98%		
	Target	37.00%	39.00%	31.00%		
	Trend	No Data	DECLINING	IMPROVING		
	Num	146	137	140		
	Den	373	445	412		
<b>EDU003</b> Key Stage 2 Assessments: The percentage of pupils assessed at the end of Key Stage 2, in schools maintained by the local authority, achieving the Core Subject Indicator, as determined by Teacher Assessment	RAG	AMBER	GREEN	AMBER	Confidence in the accuracy of teacher assessment with overall improving trend. Comparison to attainment when in year 2 for this year 6 group is positive. This measure is likely to be phased out due to national policy review of attainment measures.	
	Result	88.15%	89.5%	87.7%		
	Target	89.50%	89.00%	90.00%		
	Trend	DECLINING	IMPROVING	DECLINING		
	Num	2202	2288	2322		
	Den	2498	2555	2647		

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
EDU016a (PAM007)					
Percentage of pupil attendance in primary schools	RAG	AMBER	AMBER	AMBER	Schools reporting higher than average illness at end of autumn term and beginning of spring term during academic year 2017-2018.
	Result	94.88%	95.05%	94.65%	
	Target	95.00%	95.20%	95.00%	
	Trend	IMPROVING	IMPROVING	DECLINING	
	Num	5696420	5833217	5857801	
	Den	6003628	6137044	6189051	
EDU016b (PAM008)					
percentage of pupil attendance in secondary schools	RAG	GREEN	AMBER	AMBER	Schools reporting higher than average illness at end of autumn term and beginning of spring term during academic year 2017-2018.
	Result	94.33%	94.34%	94.15%	
	Target	94.10%	94.50%	94.30%	
	Trend	IMPROVING	IMPROVING	DECLINING	
	Num	3582306	3532553	3480971	
	Den	3797462	3744431	3697152	

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
<b>EDU017</b> Percentage of pupils in schools maintained by the authority in the previous summer achieving 5 or more GCSEs at grades A*-C or the vocational equivalent, including English or Welsh and mathematics	RAG	GREEN	RED	GREEN	
	Result	65.86%	57.8%	59.8%	
	Target	64.70%	64.50%	59.00%	
	Trend	IMPROVING	DECLINING	IMPROVING	
	Num	1605	1391	1404	
	Den	2437	2406	2348	
<b>POV07</b> The number of training and employment person weeks created by BBM for unemployed and economically inactive.	RAG		GREEN	GREEN	Number of weeks are lower than last year as contracts have been smaller and some starts have been delayed.
	Result		2371	2004	
	Target		1500	1500	
	Trend		No Data	DECLINING	
	Num		2371	2004	
	Den				

Performance shows that we have achieved our targets against the vast majority of key indicators and we are therefore making solid progress in delivering our objectives. The challenge now will be to maintain and improve on this into 2019/20. In particular, the transition from the previous Vibrant & Viable Places funding programme to the new Targeted Regeneration Investment programme has now been made. This is a significant programme, valued at £27m, that we are leading on for the region. Whilst this programme started mid-year, we already have projects on the ground to deliver additional commercial floor and new housing units in the eligible areas.

2004 training and employment person weeks have been created by the Council's Beyond Bricks & Mortar scheme for the unemployed and economically inactive. The percentage of all Planning Applications determined within 8 weeks is above target at just over 89%, and so is the percentage of major applications approved at 94%. Delayed commencement of property projects on site has affected our indicator that measures the value of inward investment on land owned by the council, where a value of £12m was achieved against a target of £35m. Again, these delayed schemes, in particular the Mariner Street Student housing development, will feature in 2019/20 and so their contribution to Swansea's regeneration is only delayed, not lost.

Looking at some of the major priorities, Swansea Central Phase 1 has made excellent progress with the procurement of the primary contractor, Buckingham. Procurement of discreet works packages for sub-contractors and a start on site to deliver advance works is imminent. In addition, a 'Meet the Buyer' event has been held at the Liberty Stadium to ensure the local supply chain is sighted on this major business opportunity. Other procurement events will be held later this year. The Swansea Central Phase 1 construction will be completed in 2021, with the Arena operator, ATG, then taking possession of the venue for fit-out works.

Looking further ahead, the Swansea Central Phase 2 development opportunity was promoted within the Department for International Trade's investment brochure at the international property conference. A PIN notice has also recently been published seeking developers to assist the delivery of Swansea Central Phase 2. We await the development and investment market's response. The Kingsway infrastructure project continues to make progress on site, despite the Dawnus company failure. Discussions are currently underway with a replacement contractor to take on responsibility for delivering the works contract. The multi-disciplinary consultants appointed for the Employment Hub building have carried out an initial review of design proposals and a planning application is anticipated later this year.

A parking strategy is also in preparation. A digital services consultant has also been appointed to advise on the digital technology aspects of the project. The Council has also led the submission of a regional bid to the Department for Digital, Culture, Media and Sport for digital infrastructure under the Local Full Fibre Network Project. Unfortunately the bid was unsuccessful, however, a further bid will be submitted as part of wave 4 when bid submissions are invited by DCMS.

The Local Development Plan has now been adopted by Council following a lengthy plan preparation, consultation and public inquiry process. Work is now underway to prepare the SPG that is required to augment and refresh the council's planning policies. At Hafod Copperworks, the HLF Stage 2 Powerhouse project has now been fully approved, RIBA 4 design is underway, and works procurement is planned for May 2019. Additional funds have also been secured for the Copper Works from WG as part of TRI programme. The Morfa bascule lifting bridge repair programme has also commenced. The Musgrave engine house repairs are nearing completion, with repairs commencing to Vivian engine house shortly. A further visit has been hosted for Skyline and discussions with WG regarding funding support are ongoing.

18/19 saw some particularly strong events taking place in the city, including the Biggest Weekend, alongside an outreach and cultural development programme aimed at diversifying our audiences and strengthening the sustainability of our business plans; particularly applicable to those services remaining in house, following the completion and implementation of the outcomes of Cultural Services' commissioning review; which included contracting with Freedom Leisure to operate, and invest circa £5m in the Council's Leisure Centres, including the LC, and with Parkwood Leisure to do the same for Plantasia, which reopened following a £1m investment on Saturday 13th April. The first year of the partnership programme with Welsh Govt. and local cultural providers, Fusion, was

delivered as a legacy of the Baroness Andrew's report into tackling poverty through culture and Welsh Government recently confirmed they will continue to fund this for another year.

Similarly funding for delivering local and regional programmes for Parklives; National Exercise Referral Scheme and Community Sports was reconfirmed with Sport Wales and the Dylan Thomas Service achieved a three year grant from the Esmee Fairbairn Foundation to deliver a literature development programme in the community. The service was a significant contributor to the first Learning Festival, hosting, enabling and managing a number of events and we continue to seek ways to integrate our services in a coherent way, in particular through the priorities of the Corporate Parenting and Poverty & Prevention Strategies.

Going forward, we are rescoping the means to deliver the policy commitment for 'city of culture' by redrafting the Cultural Development Framework, which includes a significant focus on delivering the Arts Strategy for Swansea Central, phase 1 and 2. Whilst currently in draft form, the strategy focuses on community engagement, temporary interventions, events and animating the public realm in the lead up to and post completion of phase 1, throughout 2019 and into 20/21/22. 2019 is also the 50th anniversary of the designation of Swansea as a city and a programme of community events, large scale celebrations and marketing /pr activities are confirmed. These include city dressing, added activity for the Airshow and city centre, alongside civic celebrations and street parties.

Major events forthcoming also include the Stereophonics, Jess Glynne and Pete Tong (and his Heritage Orchestra) in Singleton Park, as well as the integration of Pride Parade as an annual city centre parade style event, alongside 'Croeso' and Christmas, all of which are enhanced by the 50th promotional wrap around activities. Our new Destination Management Plan, which is a key enabler of achieving funding, as well as blue and green flag awards, is under development and this will be considered with stakeholders, colleagues and the tourism sector at our annual Tourism Summit on 15th May.

Tying all these programmes into our strategies for participation, skills, tackling poverty, looked after children, health and wellbeing, regeneration, economic development, destination management and marketing remains a core priority and new methods for capturing, recording and disseminating our inputs and outputs is also in development to enable stronger member briefings and impact assessments of the work of the team and the return on our investment.

The target for Welsh Housing Quality Standard (WHQS) compliance in Council housing was met in financial year 2018 following the delivery of a £42m of investment programme in the stock. A further £117m of investment has been agreed by Council for major repairs and improvements across Council housing in 2019 and 2020. This will continue to improve homes and increase the numbers of fully compliant homes. The planned £117m across the next two years will deliver over 4,000 new kitchens and bathrooms, provide insulation and thermal improvements to hundreds of homes, regenerate the Croft Street tower blocks, improve fire safety to highrise and older person accommodation as well as provide physical adaptations for tenants with medical needs and improve the appearance and the safety of Council homes across Swansea. The investment will also support social clauses embedded in many of the WHQS contracts. In 2018 over 800 training weeks were provided via WHQS contracts, 27 people were employed from local communities and 15 building trade apprentices were engaged on WHQS work. Investment in 2019 and 2020 will continue to provide targeted training and job opportunities for local communities.

The Council's More Homes Programme, focussed on providing new build Council housing, is moving forward at pace. Cabinet approved the Housing Revenue Account Development Plan in February 2019. This sets out the programme to develop over 140 new homes up to 2022.

Following on from the first passivhaus pilot at Colliers way, the second phase of the More Homes project is underway with development commencing at a further 2 sites at Parc Y Helyg and Colliers Way Phase 2. As part of this phase, 34 new homes will be built as 'Homes as Power Stations' using funds from a £1.5m Innovative Housing Programme grant from the Welsh Government. The homes will have innovative features such as solar panels and battery-powered energy, as well as the inclusion of swift bricks to support biodiversity.

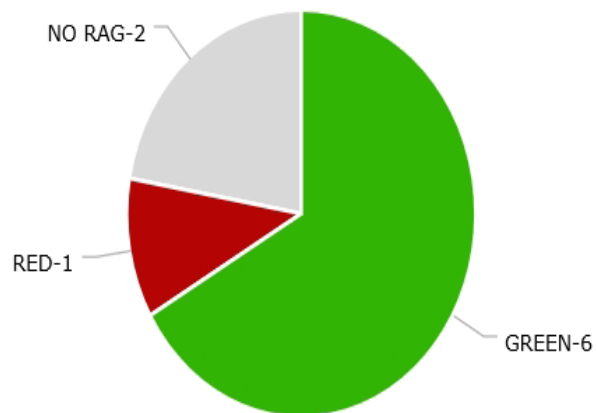
As part of the Council's commitment to innovative, energy efficient housing, a retrofit scheme is also being carried out on 6 bungalows in Craig Cefn Parc. This will test the addition of renewable technology to existing inefficient housing, transforming them into some of the most energy efficient homes, and continues the Homes as Power Stations theme.

2 new family homes are also being developed in West Cross as part of a refurbishment of a former social services building and a further 24 homes are planned for a new development in Hill View Crescent & Beacons View Road in Clase, where a piece of land has been identified as suitable for 24 new properties consisting of 3 Bed Houses. The Planning application will be submitted in Summer 2019. This will also be the site of a new build Welsh medium primary school, and will provide an opportunity to regenerate the area.

The Council has also published a PIN to explore interest from potential partners in delivering a development programme across around 30 potential HRA sites in phases. The aim will be to deliver mixed tenure housing on the Council owned sites, whilst maximising the delivery of affordable housing to meet local need.

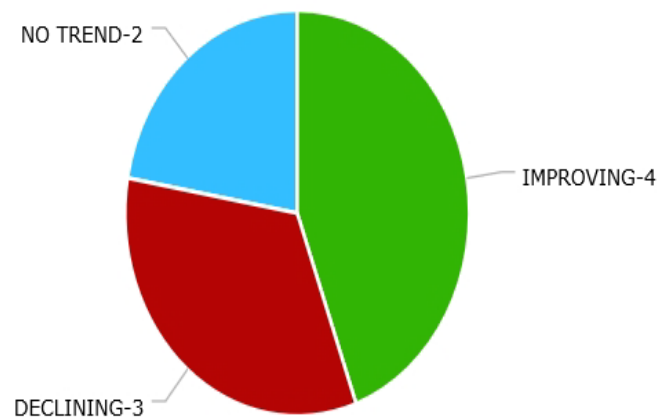
**Performance against Target**


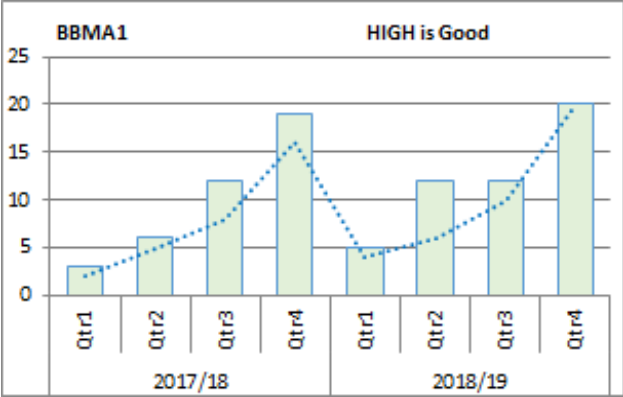

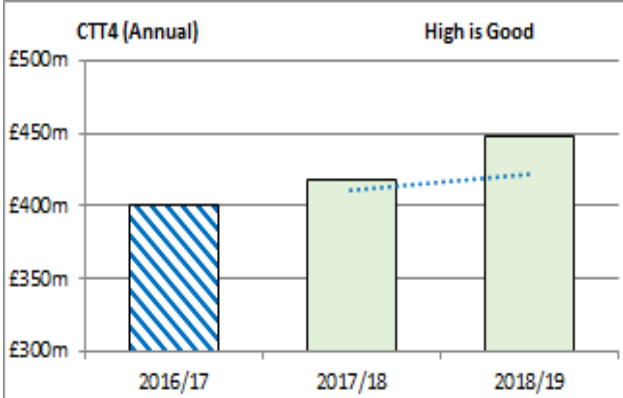
2018/2019




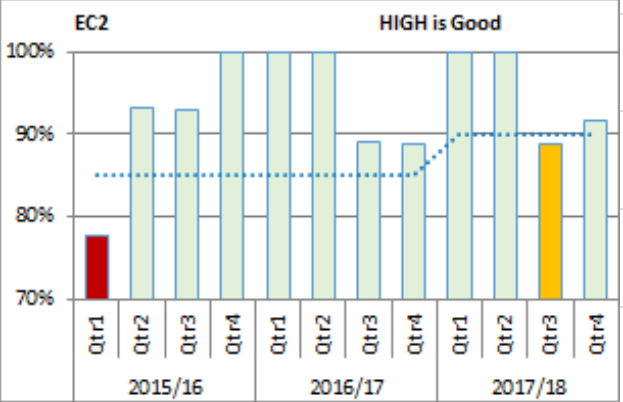

**Performance compared to same Period of previous year**



2018/2019



Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
<b>BBMA1</b>  The number of projects with social benefit clauses and Beyond Bricks & Mortar in their contracts	RAG		GREEN	GREEN	
	Result		19	20	
	Target		16	20	
	Trend		No Data	IMPROVING	
	Num		19	20	
	Den				
					
<b>CTT4</b>  The amount of money spent by visitors to the City & County of Swansea (£m)	RAG		GREEN	GREEN	A significant year for tourism, helped by good weather and an events programme, which saw Radio 1 Big Weekend and the Wales Airshow raise the profile of the destination further.
	Result	400.37	417.85	447.74	
	Target		410	424.12	
	Trend	IMPROVING	IMPROVING	IMPROVING	
	Num	400.37	417.85	447.74	
	Den				
					



Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
<b>EC2</b>  The Percentage of all major applications with an economic imperative that are approved	RAG	GREEN	GREEN	GREEN	
	Result	91.00%	92.59%	94.29%	
	Target	85.00%	85.00%	90.00%	
	Trend	IMPROVING	IMPROVING	IMPROVING	
	Num	41	25	33	
	Den	45	27	35	
 <p><b>EC2</b> <b>HIGH is Good</b></p> <p>100% 90% 80% 70%</p> <p>Qtr1 Qtr2 Qtr3 Qtr4 Qtr1 Qtr2 Qtr3 Qtr4 Qtr1 Qtr2 Qtr3 Qtr4</p> <p>2015/16 2016/17 2017/18</p>					
<b>EC5</b>  Amount of commercial floorspace (m <sup>2</sup> ) created within the City Centre to accommodate job creation	RAG				Various schemes are now underway and on site, but will be completed in new financial year. A strong pipeline of new schemes is under consideration.
	Result			0	
	Target				
	Trend			No Data	
	Num			0	
	Den				
No graph displayed - first year of full reporting					

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
EC6  Number of new housing units created in Swansea City Centre as a result of Targeted Regeneration Investment Programme (TRIP) funding	RAG				Various schemes are now underway and on site, but will be completed in new financial year. A strong pipeline of new schemes is under consideration.
	Result			0	
	Target				
	Trend			No Data	
	Num			0	
	Den				
No graph displayed - first year of full reporting					
Page 48 PE002  Measurement of carbon reduction across all CCS public building portfolio (%)	RAG		GREEN	GREEN	
	Result		7.41%	3.47%	
	Target		3.00%	3.00%	
	Trend		No Data	DECLINING	
	Num		1978	858	
	Den		26683	24705	
No graph displayed - first year of full reporting					

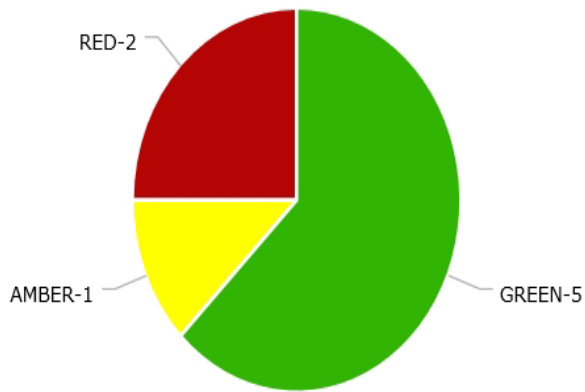
Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019																				
<b>EP28</b> <a href="#">↑</a> The percentage of all planning applications determined within 8 weeks.	RAG	GREEN	GREEN	GREEN																					
	Result	85.94%	86.09%	89.11%																					
	Target	80.00%	80.00%	80.00%																					
	Trend	IMPROVING	IMPROVING	IMPROVING																					
	Num	1437	1653	1694																					
	Den	1672	1920	1901																					
<p><b>EP28 HIGH is Good</b></p> <table border="1"> <caption>EP28 Quarterly Data</caption> <thead> <tr> <th>Year</th> <th>Qtr1</th> <th>Qtr2</th> <th>Qtr3</th> <th>Qtr4</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>85.94%</td> <td>85.94%</td> <td>78%</td> <td>85.94%</td> </tr> <tr> <td>2017/18</td> <td>86.09%</td> <td>86.09%</td> <td>86.09%</td> <td>86.09%</td> </tr> <tr> <td>2018/19</td> <td>89.11%</td> <td>89.11%</td> <td>89.11%</td> <td>89.11%</td> </tr> </tbody> </table>	Year	Qtr1	Qtr2	Qtr3	Qtr4	2016/17	85.94%	85.94%	78%	85.94%	2017/18	86.09%	86.09%	86.09%	86.09%	2018/19	89.11%	89.11%	89.11%	89.11%					
Year	Qtr1	Qtr2	Qtr3	Qtr4																					
2016/17	85.94%	85.94%	78%	85.94%																					
2017/18	86.09%	86.09%	86.09%	86.09%																					
2018/19	89.11%	89.11%	89.11%	89.11%																					
<b>ESD1</b> <a href="#">↑</a> Value of inward investment (£m's) related to property-based projects where the authority owns some or all of the land (or adjoining land which facilitates the development)	RAG	RED	RED	RED	A delay in getting onto site with a major scheme has meant that the year's target was not met, however those works are now expected to complete in the year 19/20.																				
	Result	18.2	26.2	12.2																					
	Target	34.5	35.0	31.0																					
	Trend	DECLINING	IMPROVING	DECLINING																					
	Num	18.2	26.0	12.2																					
	Den																								
<p><b>ESD1 (Annual) High is Good</b></p> <table border="1"> <caption>ESD1 Annual Data</caption> <thead> <tr> <th>Year</th> <th>Value (£m)</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>18.2</td> </tr> <tr> <td>2017/18</td> <td>26.2</td> </tr> <tr> <td>2018/19</td> <td>12.2</td> </tr> </tbody> </table>	Year	Value (£m)	2016/17	18.2	2017/18	26.2	2018/19	12.2																	
Year	Value (£m)																								
2016/17	18.2																								
2017/18	26.2																								
2018/19	12.2																								

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019																				
WMT009b (PAM030) <span style="color: red;">↑</span>	RAG	GREEN	GREEN	GREEN	As per previous returns the results given are one quarter in arrears. i.e. Results are for Q3 2018/19. historically Q3 & Q4 results are lower than Q1 & Q2 results due to seasonal variations in the recycling collections. This result is lower than last year due to a change in assessing wood recycling and reduced garden waste due to the dry summer. Admin note - provisional FY figure = 62.88% (68,672.13 / 109,211.12)																				
The percentage of municipal waste collected by local authorities and prepared for reuse and/or recycled, including source segregated biowastes that are composted or treated biologically in another way	Result	63.70%	64.01%	62.54%																					
<p><b>WMT009b</b> <span style="float: right;">HIGH is Good</span></p> <p>Y-axis: 50% to 70% X-axis: Qtr1, Qtr2, Qtr3, Qtr4 for 2016/17, 2017/18, 2018/19</p> <table border="1"> <caption>WMT009b Quarterly Data</caption> <thead> <tr> <th>Year</th> <th>Qtr1</th> <th>Qtr2</th> <th>Qtr3</th> <th>Qtr4</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>~59%</td> <td>~65%</td> <td>~64%</td> <td>~62%</td> </tr> <tr> <td>2017/18</td> <td>~63%</td> <td>~64%</td> <td>~65%</td> <td>~63%</td> </tr> <tr> <td>2018/19</td> <td>63.70%</td> <td>64.01%</td> <td>62.54%</td> <td>-</td> </tr> </tbody> </table>	Year	Qtr1	Qtr2	Qtr3		Qtr4	2016/17	~59%	~65%	~64%	~62%	2017/18	~63%	~64%	~65%	~63%	2018/19	63.70%	64.01%	62.54%	-	Target	58.00%	60.00%	62.50%
	Year	Qtr1	Qtr2	Qtr3		Qtr4																			
	2016/17	~59%	~65%	~64%		~62%																			
	2017/18	~63%	~64%	~65%		~63%																			
	2018/19	63.70%	64.01%	62.54%		-																			
Trend	IMPROVING	IMPROVING	DECLINING																						
Num	73481.59	71123.12	68965.80																						
Den	115363.31	111103.85	110267.00																						

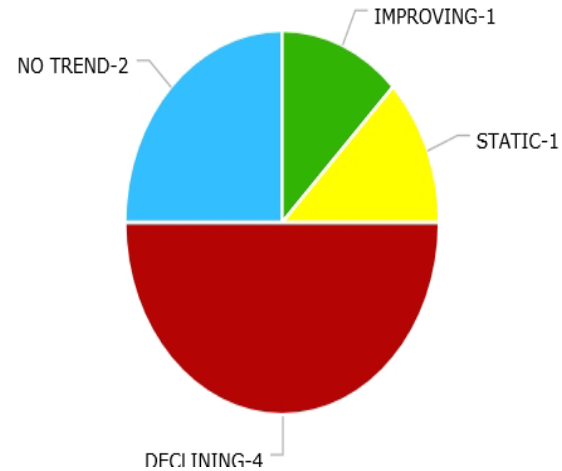
Not unexpectedly, performance against the tackling poverty priority has been impacted by external factors over the past year, not least the uncertain financial outlook, Brexit and the roll out of universal credit. Given this difficult context the Council's performance has actually stood up pretty well.

Looking forward, the Council has committed to undertaking a cross cutting review of its whole employability function to incorporate services in Poverty and Prevention, Place and Social Services with a focus on performance and ensuring value on investment. This will form a significant part of refocussing and strengthening the Council's tackling poverty agenda.

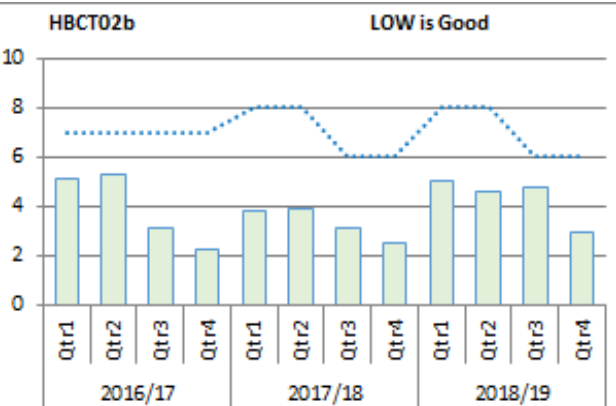
**Performance against Target**  
2018/2019



**Performance compared to same Period of previous year**  
2018/2019





Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
HBCT01a ↓ Housing Benefit Speed of Processing: Average time for processing new claims.	RAG	GREEN	GREEN	GREEN	
	Result	16.52	16.25	13.11	
	Target	19.00	19.00	19.00	
	Trend	IMPROVING	IMPROVING	IMPROVING	
	Num	99794	84384	32508	
	Den	6039	5194	2479	
HBCT01b ↓ Housing Benefit Speed of Processing: Average time for processing notifications of change in circumstances.	RAG	GREEN	GREEN	GREEN	The increase in processing times is as expected, reflecting reduced staffing resources and the impact of universal credit generating multiple in year changes in income.
	Result	4.49	4.38	5.45	
	Target	7.00	7.00	7.00	
	Trend	IMPROVING	IMPROVING	DECLINING	
	Num	251500	229487	219348	
	Den	55971	52348	40277	

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
HBCT02a ↓ Council Tax Reduction Speed of Processing: Average time for processing new claims.	RAG	GREEN	AMBER	AMBER	Whilst marginally over target, the decrease in overall performance of 0.1 days is as expected and acceptable due to complications in CTR/HB administrations caused by the rollout of Universal Credit and reductions in staff resources.
	Result	16.9	19.09	19.20	
	Target	19.00	19.00	19.00	
	Trend	IMPROVING	DECLINING	DECLINING	
	Num	106887	105223	99573	
	Den	6332	5513	5192	
					
HBCT02b ↓ Council Tax Reduction Speed of Processing: Average time for processing notifications of change in circumstances.	RAG	GREEN	GREEN	GREEN	Whilst remaining under target, the decrease in overall performance is as expected due to complications in CTR/HB administrations caused by the rollout of Universal Credit and reductions in staff resources.
	Result	3.6	3.25	4.1	
	Target	7.00	7.00	7.00	
	Trend	IMPROVING	IMPROVING	DECLINING	
	Num	267161	256623	311914	
	Den	73461	79065	75577	
					

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019																				
POV05 <span style="color: red;">↑</span> The amount of welfare benefits raised through securing rights and entitlements by the Welfare Rights Team (£)	RAG	GREEN	GREEN	GREEN	High levels of postponements and adjournments throughout the year meaning that some appeals have not been heard yet and have been re-listed for the new financial year. Also we are beginning to see the impact of welfare reform cuts and even if appeals are successful they do not result in an increase in income, but a reduction in work related activities which reduce the risk of claimants being sanctioned at a later date.																				
	Result	1084382.76	1170206.00	1065855.21																					
	Target	800000	800000	800000																					
	Trend	IMPROVING	IMPROVING	DECLINING																					
	Num	1084382.76	1170206.00	1065855.21																					
	Den																								
<p><b>POV05 HIGH is Good</b></p> <table border="1"> <caption>POV05 Data</caption> <thead> <tr> <th>Year</th> <th>Qtr1</th> <th>Qtr2</th> <th>Qtr3</th> <th>Qtr4</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>240,000</td> <td>210,000</td> <td>200,000</td> <td>400,000</td> </tr> <tr> <td>2017/18</td> <td>180,000</td> <td>300,000</td> <td>340,000</td> <td>350,000</td> </tr> <tr> <td>2018/19</td> <td>130,000</td> <td>280,000</td> <td>300,000</td> <td>300,000</td> </tr> </tbody> </table>	Year	Qtr1	Qtr2	Qtr3	Qtr4	2016/17	240,000	210,000	200,000	400,000	2017/18	180,000	300,000	340,000	350,000	2018/19	130,000	280,000	300,000	300,000					
Year	Qtr1	Qtr2	Qtr3	Qtr4																					
2016/17	240,000	210,000	200,000	400,000																					
2017/18	180,000	300,000	340,000	350,000																					
2018/19	130,000	280,000	300,000	300,000																					
POV06 <span style="color: red;">↓</span> The average number of days all homeless families with children spent in Bed and Breakfast accommodation	RAG	GREEN	GREEN	GREEN																					
	Result	3.75	1.50	1.50																					
	Target	7.00	6.00	6.00																					
	Trend	IMPROVING	IMPROVING	STATIC																					
	Num	30	3	9																					
	Den	8	2	6																					
<p><b>POV06 LOW is Good</b></p> <table border="1"> <caption>POV06 Data</caption> <thead> <tr> <th>Year</th> <th>Qtr1</th> <th>Qtr2</th> <th>Qtr3</th> <th>Qtr4</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>2.8</td> <td>5.0</td> <td>3.2</td> <td>4.0</td> </tr> <tr> <td>2017/18</td> <td>1.5</td> <td>1.5</td> <td>1.5</td> <td>1.5</td> </tr> <tr> <td>2018/19</td> <td>1.5</td> <td>1.5</td> <td>1.5</td> <td>1.5</td> </tr> </tbody> </table>	Year	Qtr1	Qtr2	Qtr3	Qtr4	2016/17	2.8	5.0	3.2	4.0	2017/18	1.5	1.5	1.5	1.5	2018/19	1.5	1.5	1.5	1.5					
Year	Qtr1	Qtr2	Qtr3	Qtr4																					
2016/17	2.8	5.0	3.2	4.0																					
2017/18	1.5	1.5	1.5	1.5																					
2018/19	1.5	1.5	1.5	1.5																					



Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
POV10  Number of people gaining employment through Employability Support	RAG			RED	This was the first year of this PI, so the target was without a baseline and it was the first year of the Employability Support programme; Communities for Work Plus and the coordinated approach; Swansea Working, and the teams were not at full capacity from April. The number of enquiries to Swansea Working has increased month on month and the target of 500 is should be achieved at full delivery capacity during 19/20.
	Result			389	
	Target			500	
No graph displayed - first year of full reporting	Trend			No Data	
	Num			389	
	Den				
POV11  Number of accredited qualifications achieved by adults with local Authority support	RAG			RED	The Swansea Working training programme was not fully delivered until the end of 2018 and was at capacity for the last quarter which had an impact on the overall training numbers. If it was at capacity earlier in the financial year this target would have been achieved. Other factors are that programmes cannot claim training outcomes until participants have left the programme and full evidence is gained. This has had a negative effect on the numbers.
	Result			799	
	Target			950	
No graph displayed - first year of full reporting	Trend			No Data	
	Num			799	
	Den				

Sustainable Swansea has continued to deliver improvement during the year in line with objectives set out in the Corporate Plan. Of the original 16 commissioning reviews, three are completely implemented, 12 are in implementation phase and one is making good progress. The Alternative Learning Needs (ALN) review has changed its approach given new legislation, which has overtaken the original scope. A final Housing review is underway, taking the total to 17.

In addition to the annual review of the Sustainable Swansea - Fit for the Future programme, a review of the original strategy was also undertaken this year. This was to check and challenge the original objectives and principles given changes both within the programme and from the external environment. The revised and updated strategy and programme was published with the medium term financial plan (MTFP) in March and shows where the major change projects are focused for the next four years. The four priority areas are:

- Transforming the Council through a series of radical reviews, both at service and corporate levels
- Enabling new ways of working through digital transformation
- Ensuring the Council and its workforce are fit for the future
- Growing Swansea through capital investment.

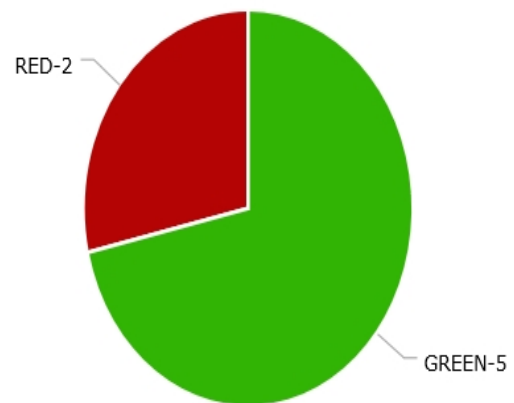
During the year good progress has been made in the following Corporate Plan objectives:

- Bringing together business support functions into hubs, improving efficiency and releasing savings. These will be completed in the coming year
- Making the shift to digital channels and ways of working both for staff and the public. This can be seen in the positive Cust 2a and b key performance indicators. The Digital Strategy will continue to grow and increase this moving forward
- Development of a draft co-production strategic framework alongside the Policy Development Committee. This is a corporate approach across all services following a helpful learning pilot with Social Services. Ultimately this will help people get involved in the Council's business and in making decisions on things that affect them and their families and communities. In the coming year an implementation plan will be agreed and delivered
- Further embedding partnership working with Gower College to train and develop the workforce, as well as growing opportunities for apprentices and trainees. This will continue to grow in the coming year
- Established a network of Equality Champions across the Council. In the coming year training and a work plan will be delivered informed by the Scrutiny Inquiry into Equalities
- A draft Digital Inclusion strategic framework was developed in response to the Scrutiny Inquiry into Digital Inclusion. Moving forward, the work plan will be consulted upon with stakeholders and partners
- Webcasting was piloted with some Council meetings. This and other e-democracy projects will continue to be rolled out
- A review of Welsh Translation services was undertaken with a view to changing and strengthening the Council's approach in this area for the coming year.

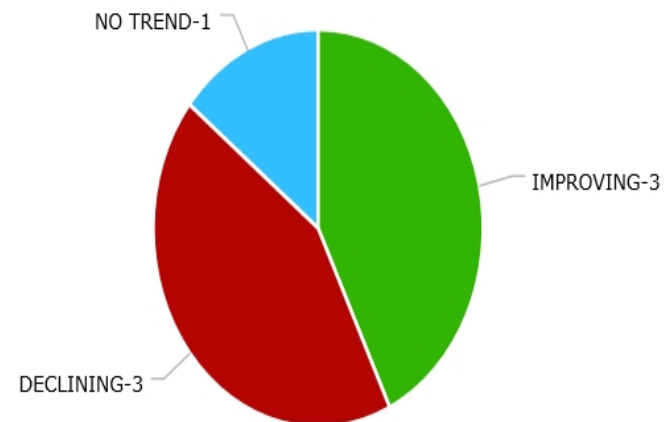
Two key areas of focus and risk are:

1. Sickiness continues to be a key focus for the Council in the coming year, including changes to processes and support around managing absence
2. Delivering savings on time: Although all savings will be achieved, some of the projects are complex and link with complicated partnership arrangements. In addition many projects take the long-term view, in line with the Well-Being of Future Generations Act. This means savings are taking longer to deliver than planned. The revised Sustainable Swansea programme and strategic framework aims to address this issue along with strengthened governance and accountability arrangements in the coming year.

**Performance against Target**  
2018/2019



**Performance compared to same Period of previous year**  
2018/2019



Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019																			
CHR002 (PAM001) ↓ The number of working days/shifts per full time equivalent lost due to sickness absence	RAG	RED	RED	RED	Note from Corporate Performance Team - Data quality under review. Some two-thirds of sickness is long-term, the main types being stomach complaints, stress and flu. A number of initiatives have been introduced in order to keep sickness as low as possible, including reducing the ill health retirement process by one month, developing a Managers dashboard / toolkit, maintaining the training available online and consulting on a 'radical' 'Management of Attendance' policy. In addition, we have also identified areas of non-compliance and are working closely with Directorates to address issues identified whilst working collaboratively across HR&OD, the Service Centre and Occupational Health.																			
	Result	9.71	10.8	10.98																				
	Target	8.00	8.00	10.00																				
	Trend	IMPROVING	DECLINING	DECLINING																				
	Num	89171.00	98314.30	98913.95																				
	Den	9179.00	9101.00	9007.59																				
	<p>CHR002 LOW is Good</p> <table border="1"> <caption>CHR002 Data (Estimated from Chart)</caption> <thead> <tr> <th>Year</th> <th>Qtr1</th> <th>Qtr2</th> <th>Qtr3</th> <th>Qtr4</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>2.5</td> <td>2.2</td> <td>2.0</td> <td>2.8</td> </tr> <tr> <td>2017/18</td> <td>2.3</td> <td>2.0</td> <td>2.9</td> <td>3.4</td> </tr> <tr> <td>2018/19</td> <td>2.5</td> <td>2.4</td> <td>2.9</td> <td>2.9</td> </tr> </tbody> </table>	Year	Qtr1	Qtr2		Qtr3	Qtr4	2016/17	2.5	2.2	2.0	2.8	2017/18	2.3	2.0	2.9	3.4	2018/19	2.5	2.4	2.9	2.9		
Year	Qtr1	Qtr2	Qtr3	Qtr4																				
2016/17	2.5	2.2	2.0	2.8																				
2017/18	2.3	2.0	2.9	3.4																				
2018/19	2.5	2.4	2.9	2.9																				

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019																				
CUST2a <sup>↑</sup> Number of online payments received via City and County of Swansea websites	RAG		GREEN	GREEN	The number of online payments has increased again in the past year, reflecting the increase in the variety and number of services now available online. Over £49k was taken in bulk waste order payments in 18/19 - this form links back into the back office system and has reduced customer service time considerably. Digital Services helped Lifelong Learning to move to booking online, with over 1000 bookings and payments since 3 Sept 2018.																				
	Result	154358	78986	94540																					
	Target		75200	79100																					
	Trend	No Data	DECLINING	IMPROVING																					
	Num	154358	78986	94540																					
	Den																								
<p><b>CUST2a</b> HIGH is Good</p> <table border="1"> <caption>Quarterly Data for CUST2a</caption> <thead> <tr> <th>Year</th> <th>Qtr1</th> <th>Qtr2</th> <th>Qtr3</th> <th>Qtr4</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>42,000</td> <td>40,000</td> <td>39,000</td> <td>33,000</td> </tr> <tr> <td>2017/18</td> <td>20,000</td> <td>18,000</td> <td>20,000</td> <td>19,000</td> </tr> <tr> <td>2018/19</td> <td>23,000</td> <td>23,000</td> <td>25,000</td> <td>24,000</td> </tr> </tbody> </table>	Year	Qtr1	Qtr2	Qtr3	Qtr4	2016/17	42,000	40,000	39,000	33,000	2017/18	20,000	18,000	20,000	19,000	2018/19	23,000	23,000	25,000	24,000					
Year	Qtr1	Qtr2	Qtr3	Qtr4																					
2016/17	42,000	40,000	39,000	33,000																					
2017/18	20,000	18,000	20,000	19,000																					
2018/19	23,000	23,000	25,000	24,000																					

Page 59

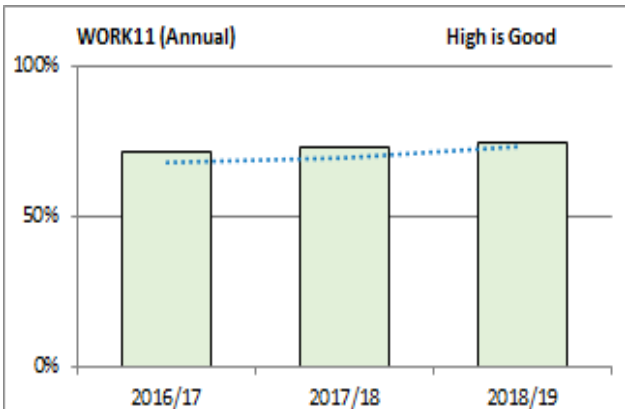
CUST2b <sup>↑</sup> Number of forms completed online for fully automated processes.	RAG	GREEN	GREEN	GREEN	There has been a rise in the number of residents requesting services and engaging with our automated services. Facebook groups outside the council have played a part especially in Q3 and Q4, with links to the website being shared and discussed.																				
	Result	12846	16239	26997																					
	Target	7400	15000	20500																					
	Trend	IMPROVING	IMPROVING	IMPROVING																					
	Num	12846	16239	26997																					
	Den																								
<p><b>CUST2b</b> HIGH is Good</p> <table border="1"> <caption>Quarterly Data for CUST2b</caption> <thead> <tr> <th>Year</th> <th>Qtr1</th> <th>Qtr2</th> <th>Qtr3</th> <th>Qtr4</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>1,000</td> <td>3,500</td> <td>3,500</td> <td>4,500</td> </tr> <tr> <td>2017/18</td> <td>3,500</td> <td>4,500</td> <td>3,500</td> <td>4,000</td> </tr> <tr> <td>2018/19</td> <td>4,500</td> <td>5,500</td> <td>7,500</td> <td>9,500</td> </tr> </tbody> </table>	Year	Qtr1	Qtr2	Qtr3	Qtr4	2016/17	1,000	3,500	3,500	4,500	2017/18	3,500	4,500	3,500	4,000	2018/19	4,500	5,500	7,500	9,500					
Year	Qtr1	Qtr2	Qtr3	Qtr4																					
2016/17	1,000	3,500	3,500	4,500																					
2017/18	3,500	4,500	3,500	4,000																					
2018/19	4,500	5,500	7,500	9,500																					

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
<b>FINA6</b> Percentage of identified forecast General Fund Revenue savings and income for the year compared to originally approved budget (£000's)	RAG	RED	RED	RED	The financial picture at the end of qtr 4 mirrors reporting throughout the year. There is a small number of high impact areas: Savings in child and family due to the Health Board (ABMU) not paying for services plus the rise in looked after children. Additional funds have been allocated in 19-20. A transition plan is in place in the Resources Directorate which will take three years to deliver, requires decisions around risk and a small core may impact service delivery.
	Result	85.76%	67.49%	62.20%	
	Target	100.00%	100.00%	100.00%	
	Trend	IMPROVING	DECLINING	DECLINING	
	Num	19307	12639	10281	
	Den	22513	18727	16530	

<b>IT10</b> The number of beneficiaries who have attended the 'Get Swansea online' programme	RAG	GREEN	GREEN	GREEN	Due to budget constraints fewer courses were run, resulting in a very small reduction in the number of attendees compared to last year. The target will be reduced this year to 300, which reflects a reduction in available funding.
	Result	415	469	454	
	Target	385	415	440	
	Trend	IMPROVING	IMPROVING	DECLINING	
	Num	415	469	454	
	Den				

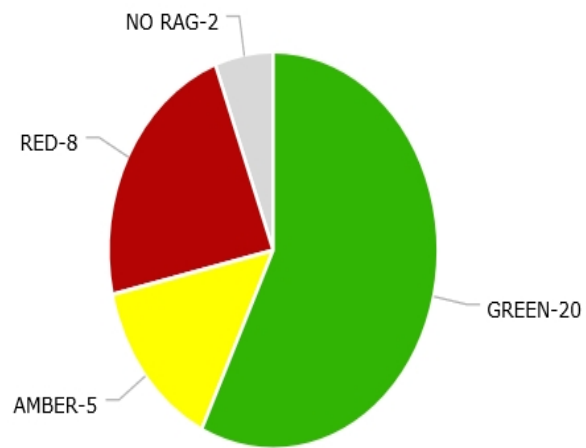
Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PROC12 ↓ Number of data breaches which has resulted in an enforcement or monetary penalty notice being issued by the Information Commissioners Office (ICO)	RAG			GREEN	
	Result			0	
	Target			0	
	Trend			No Data	
	Num			0	
	Den				
No graph displayed - first year of full reporting					

WORK11 ↑ Percentage of staff satisfied with the support they have to develop their skills and learn new things	RAG	GREEN	GREEN	GREEN	
	Result	71.38%	72.5%	74.7%	
	Target	67.80%	69.00%	73.00%	
	Trend	IMPROVING	IMPROVING	IMPROVING	
	Num	1342	1581	1264	
	Den	1880	2182	1692	



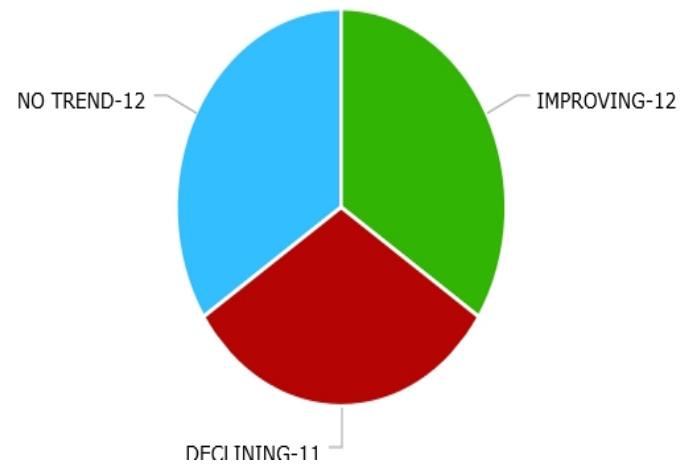
Performance against Target

2018/2019



Performance compared to same Period of previous year

2018/2019









Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
CHR002 (PAM001) ↓ The number of working days/shifts per full time equivalent lost due to sickness absence	RAG	RED	RED	RED	Note from Corporate Performance Team - Data quality under review. Some two-thirds of sickness is long-term, the main types being stomach complaints, stress and flu. A number of initiatives have been introduced in order to keep sickness as low as possible, including reducing the ill health retirement process by one month, developing a Managers dashboard / toolkit, maintaining the training available online and consulting on a 'radical' 'Management of Attendance' policy. In addition, we have also identified areas of non-compliance and are working closely with Directorates to address issues identified whilst working collaboratively across HR&OD, the Service Centre and Occupational Health.
	Result	9.71	10.8	10.98	
	Target	8.00	8.00	10.00	
	Trend	IMPROVING	DECLINING	DECLINING	
	Num	89171.00	98314.30	98913.95	
	Den	9179.00	9101.00	9007.59	
EDCP18d (PAM009) ↓ Young people known to be NOT in Education, Employment and Training (EET) [at 16, on leaving formal education] national calculation	RAG		AMBER	RED	The year 11 cohort showed that 3.9% of the cohort had very high vulnerability assessment profile (VAP) scores. Given that VAP is a predictor for NEETS, an outturn of 2.5% for this PI seems reasonable. Pupil level interventions are in place and their effectiveness will be monitored. Fewer vocational qualifications at key stage 4 disadvantages the less able pupils. More able pupils have options in college or sixth form schools, but there are now fewer options for less academic pupils. Better quality advice and guidance on vocations will now be offered.
	Result		2.2%	2.46%	
	Target		2.10%	2.10%	
	Trend		No Data	DECLINING	
	Num		52	57	
	Den		2367	2318	



Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
EDU016a (PAM007)  Percentage of pupil attendance in primary schools	RAG	AMBER	AMBER	AMBER	Schools reporting higher than average illness at end of autumn term and beginning of spring term during academic year 2017-2018.
	Result	94.88%	95.05%	94.65%	
	Target	95.00%	95.20%	95.00%	
	Trend	IMPROVING	IMPROVING	DECLINING	
	Num	5696420	5833217	5857801	
	Den	6003628	6137044	6189051	
					
EDU016b (PAM008)  Percentage of pupil attendance in secondary schools	RAG	GREEN	AMBER	AMBER	Schools reporting higher than average illness at end of autumn term and beginning of spring term during academic year 2017-2018.
	Result	94.33%	94.34%	94.15%	
	Target	94.10%	94.50%	94.30%	
	Trend	IMPROVING	IMPROVING	DECLINING	
	Num	3582306	3532553	3480971	
	Den	3797462	3744431	3697152	
					

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
Measure 19 (PAM025) <span style="color: red;">⬇</span> The rate of delayed transfers of care for social care reasons per 1,000 population aged 75 or over	RAG		RED	RED	Care providers are having difficulty recruiting & retaining staff. We are struggling to provide care in a range of areas. As part of the Commissioning process during April 2019 we are retendering the Domiciliary Care provision.
	Result		5.86	7.47	
	Target		4.00	6.00	
	Trend		No Data	DECLINING	
	Num		127	164	
	Den		21672	21956	
Measure 24 (PAM028) <span style="color: red;">⬆</span> The percentage of assessments completed for children within statutory timescales	RAG		RED	RED	Yearly performance improved with HUB managers focused on tracking progress of assessments to try and ensure compliance to timescale targets. Further improvement on this performance is expected.
	Result	82.39%	72.38%	78.05%	
	Target		90.00%	90.00%	
	Trend		DECLINING	IMPROVING	
	Num	1123	941	729	
	Den	1363	1300	934	

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019								
PAM010 (STS005b) <a href="#">↑</a> The percentage of highways and relevant land inspected of a high or acceptable standard of cleanliness	RAG	GREEN	GREEN	GREEN	Well within target								
	Result	94.21%	92.59%	98.02%									
	Target	92.00%	92.00%	92.00%									
	Trend	IMPROVING	DECLINING	IMPROVING									
	Num	651	650	693									
	Den	691	702	707									
	<p>PAM010 (Annual) High is Good</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>94.21%</td> </tr> <tr> <td>2017/18</td> <td>92.59%</td> </tr> <tr> <td>2018/19</td> <td>98.02%</td> </tr> </tbody> </table>	Year	Percentage	2016/17		94.21%	2017/18	92.59%	2018/19	98.02%			
Year	Percentage												
2016/17	94.21%												
2017/18	92.59%												
2018/19	98.02%												
PAM012 <a href="#">↑</a> Percentage of households threatened with homelessness successfully prevented from becoming homeless  No graph displayed - second year of full reporting	RAG		GREEN	GREEN									
	Result		68.75%	75.45%									
	Target		67.00%	67.00%									
	Trend		IMPROVING	IMPROVING									
	Num		792	885									
	Den		1152	1173									

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PAM013  Percentage of empty private sector properties brought back into use during the year through direct action by the local authority	RAG		GREEN	GREEN	
	Result		3.78%	5.38%	
	Target		3.31%	3.30%	
	Trend		IMPROVING	IMPROVING	
	Num		97	100	
	Den		2566	1859	
	No graph displayed - second year of full reporting				
PAM014  Number of additional dwellings created as a result of bringing empty properties back into use	RAG		GREEN	RED	20 additional dwellings were created as a result of bringing empty properties back in to use, but these had not previously been residential properties and cannot be included in this PI. As a result of LA lobbying, PAM014 has now been deleted and replace with PAM045 for 19/20 onwards which more accurately reflects the work done with other empty buildings which are brought back in to use as dwellings as a result of LA funding and enforcement.
	Result		16 	0 	
	Target		10	10	
	Trend		IMPROVING	DECLINING	
	Num		16	0	
	Den				
	No graph displayed - second year of full reporting				

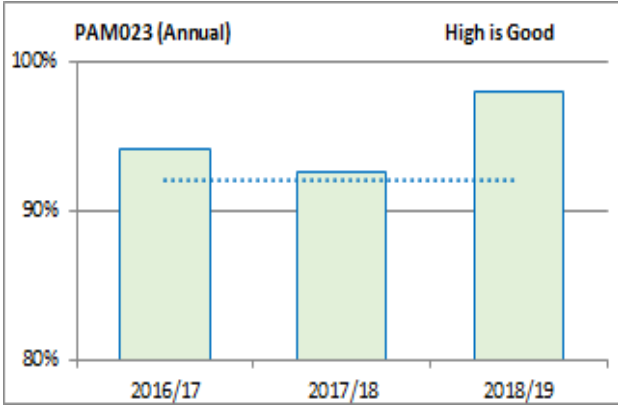
Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PAM015 (PSR002) ↓ The average number of calendar days taken to deliver a Disabled Facilities Grant.	RAG	GREEN	GREEN	GREEN	The 2018/19 denominator does indicate a fall (355 down to 255) in the number of completed schemes compared to previous year. This reduction was due to schemes not being able to completed before the end of the financial year on the 14th March 2019 rather than a marked downturn in actual numbers of schemes on site. This would have been for a number of reasons, such as waiting for supporting documentation, invoices, outstanding work and snagging for example.
	Result	282.6	239.8	235	
	Target	290	275	265	
	Trend	No Data	IMPROVING	IMPROVING	
	Num	90705	84411	59935	
	Den	321	352	255	
PAM017 (LCS002b) ↑ The number of visits to local authority sport and leisure centres during the year where the visitor will be participating in physical activity, per 1,000 population	RAG	AMBER	GREEN	GREEN	
	Result	8505.33	8556.39	11943	
	Target	8765	8275	8300	
	Trend	DECLINING	IMPROVING	IMPROVING	
	Num	2061540	2091711	2931848	
	Den	242382	244462	245480	

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PAM018  Percentage of all planning applications determined within required time periods	RAG		GREEN	GREEN	
	Result		97.97%	98.53%	
	Target		90.00%	90.00%	
	Trend		IMPROVING	IMPROVING	
	Num		1881	1873	
	Den		1920	1901	
	No graph displayed - second year of full reporting				
PAM019  Percentage of appeals against planning application decisions dismissed	RAG		RED	GREEN	
	Result		59.49%	71.58%	
	Target		67.00%	67.00%	
	Trend		IMPROVING	IMPROVING	
	Num		47	68	
	Den		79	95	
	No graph displayed - second year of full reporting				

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PAM020 ↓ Percentage of principal A roads that are in overall poor condition	RAG		GREEN	RED	Funding is lower than is needed to achieve steady state. This results in a reduction in condition on a yearly basis.
	Result		3.19%	4.10%	
	Target		3.20%	3.20%	
	Trend		DECLINING	DECLINING	
	Num		6.13	7.86	
	Den		192.33	191.94	
No graph displayed - second year of full reporting					
Page 7 of 7 PAM021 ↓ Percentage of principal B roads that are in overall poor condition	RAG		GREEN	RED	Funding is lower than is needed to achieve steady state. This results in a reduction in condition on a yearly basis.
	Result		4.51%	5.06%	
	Target		5.00%	4.50%	
	Trend		DECLINING	DECLINING	
	Num		8.31	9.29	
	Den		184.19	183.44	
No graph displayed - second year of full reporting					

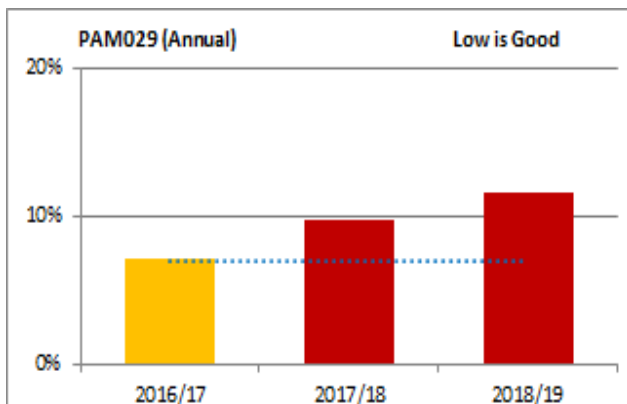




Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PAM022 ↓ Percentage of non-principal C roads that are in overall poor condition  No graph displayed - second year of full reporting	RAG		GREEN	AMBER	Funding is lower than is needed to achieve steady state. This results in a reduction in condition on a yearly basis.
	Result		6.74%	6.90%	
	Target		6.80%	6.70%	
	Trend		DECLINING	DECLINING	
	Num		14.91	15.39	
	Den		221.05	223.00	
PAM023 (PPN009) ↑ The percentage of food establishments which are 'broadly compliant' with food hygiene standards	RAG		GREEN	GREEN	
	Result	94.46%	94.63%	96.02%	
	Target		94.00%	94.00%	
	Trend	DECLINING	IMPROVING	IMPROVING	
	Num	2113	2098	2194	
	Den	2237	2217	2285	





Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PAM024 (Measure 13: Adults) <sup>u</sup> Percentage of adults who are satisfied with the care and support that they received	RAG		GREEN	GREEN	
	Result		79.65%	79.81%	
	Target		70.00%	75.00%	
	Trend		No Data	IMPROVING	
	Num		321	170	
	Den		403	213	
	No graph displayed - second year of full reporting				
PAM026 (Measure 15) <sup>u</sup> Percentage of carers reporting they feel supported to continue in their caring role	RAG		GREEN	GREEN	
	Result		66.1%	68.89%	
	Target		60.00%	65.00%	
	Trend		No Data	IMPROVING	
	Num		76	31	
	Den		115	45	
	No graph displayed - second year of full reporting				

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PAM027 (Measure 13: Children) <span style="color:red">↑</span> Percentage of children who are satisfied with the care and support that they received  No graph displayed - second year of full reporting	RAG		RED	GREEN	
	Result		76.19%	82.5%	
	Target		93.00%	80.00%	
	Trend		No Data	IMPROVING	
	Num		112	99	
	Den		147	120	
PAM029 (Measure 33) <span style="color:red">↓</span> The percentage of children looked after on 31 March who have had three or more placements during the year (formerly SCC004)	RAG	AMBER	RED	RED	The Welsh average is 10% and comparator local authorities are higher than Swansea's figure of 11.55%. Historically Swansea's figure has been around 8-9% however the very complex needs of our children are providing challenges in creating stability. Many of our children move because it is consistent with their care plan. The focus is on achieving stability for those children with the most complex needs and an Edge of Care Team has been established using grant monies to promote stability.
	Result	7.07%	9.77%	11.55%	
	Target	7.00%	7.00%	7.00%	
	Trend	IMPROVING	DECLINING	DECLINING	
	Num	34	51	64	
	Den	481	522	554	



Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019	
PAM032  Average Capped 9 score for pupils in year 11	RAG			GREEN		
	Result			364.60		
	Target			361.00		
	Trend			No Data		
	No graph displayed - first year of full reporting	Num			856081	
		Den			2348	
PAM033  Percentage of pupils who received a language, literacy and communication skills teacher's assessment in Welsh at the end of the Foundation Phase	RAG			GREEN		
	Result			14.66%		
	Target			14.57%		
	Trend			No Data		
	No graph displayed - first year of full reporting	Num			405	
		Den			2763	



Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PAM034  Percentage of year 11 pupils entered to sit a GCSE in Welsh (first language)	RAG			AMBER	Target narrowly missed due to changes in the year group between the time the target was set and the analysis of the examination results data.
	Result			10.62%	
	Target			10.80%	
	Trend			No Data	
	Num			248	
	Den			2335	
No graph displayed - first year of full reporting					
PAM035  Average number of working days taken to clear fly-tipping incidents	RAG			GREEN	This is a new indicator with no previous comparator
	Result			3.9	
	Target			5.0	
	Trend			No Data	
	Num			6392	
	Den			1631	
No graph displayed - first year of full reporting					

Page 73

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PAM036 <span style="color: red;">↑</span> Number of additional affordable housing units delivered during the year per 10,000 households.	RAG				This indicator is sourced from the Welsh Government Affordable Housing Provision Data Collection which isn't collated until June 2019 and published until Sept/Oct 2019. Therefore the numerator figure used is the published 17/18 affordable housing provision data.
	Result			14.04	
	Target				
	Trend			No Data	
	No graph displayed - first year of full reporting				
	Num			152	
	Den			108200	
PAM037 <span style="color: red;">↓</span> Average number of calendar days taken to complete all repairs	RAG				New PI introduced for 2018/19 onwards. Data being baselined with targets to be set for 2019/20
	Result			11.9	
	Target				
	Trend			No Data	
	No graph displayed - first year of full reporting				
	Num			321531	
	Den			27042	

Page 70

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PAM038 <span style="color: red;">↑</span> Percentage of local authority self-contained housing stock units that are compliant with the Welsh Housing Quality Standard (WHQS), subject to acceptable fails, at 31 March	RAG			GREEN	The figures include acceptable fails as per guidance.
	Result			100.00%	
	Target			97.00%	
	Trend			No Data	
	No graph displayed - first year of full reporting				
	Num			13525	
	Den			13525	
Page 77 AM039 <span style="color: red;">↓</span> Percentage of rent lost due to properties being empty	RAG			GREEN	
	Result			2.25%	
	Target			2.50%	
	Trend			No Data	
	No graph displayed - first year of full reporting				
	Num			1501025	
	Den			66817253	

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PAM040  Percentage of Quality Indicators (with targets) achieved by the library service	RAG			GREEN	New PI. First year of reporting. Based on WPLS return for 2017/18.
	Result			75.00%	
	Target			60.00%	
	Trend			No Data	
	No graph displayed - first year of full reporting				
	Num			7.5	
	Den			10	
PAM041  Percentage of NERS clients who completed the exercise programme	RAG			AMBER	Results for this and last year are exceptional as: For those who adhere to the full programme the cost saving is £367 per head. Full results <a href="http://www.wales.gov.uk/about/aboutresearch/social/atetresearch/exercise/?lang=en">www.wales.gov.uk/about/aboutresearch/social/atetresearch/exercise/?lang=en</a>
	Result			88.95%	
	Target			91.00%	
	Trend			No Data	
	No graph displayed - first year of full reporting				
	Num			467	
	Den			525	



Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019
PAM042 <span style="color: red;">↑</span> Percentage of NERS clients whose health had improved on completion of the exercise programme	RAG			GREEN	
	Result			79.80%	
	Target			78.00%	
	Trend			No Data	
	No graph displayed - first year of full reporting				
	Num			158	
	Den			198	
PAM043 <span style="color: red;">↓</span> Kilograms of local authority municipal waste that is not reused, recycled or composted during the year per person	RAG			GREEN	Results quoted are for Jan-Dec 2018, not April 18-March 19. Admin note - provisional FY figure = 130.35Kg
	Result			132.73	
	Target			150.00	
	Trend			No Data	
	No graph displayed - first year of full reporting				
	Num			32583080	
	Den			245480	

Performance Indicator	KEY	2016/2017	2017/2018	2018/2019	Comment-2018/2019																				
WMT009b (PAM030) <span style="color: red;">↑</span>	RAG	GREEN	GREEN	GREEN	As per previous returns the results given are one quarter in arrears. i.e. Results are for Q3 2018/19. historically Q3 & Q4 results are lower than Q1 & Q2 results due to seasonal variations in the recycling collections. This result is lower than last year due to a change in assessing wood recycling and reduced garden waste due to the dry summer. Admin note - provisional FY figure = 62.88% (68,672.13 / 109,211.12)																				
The percentage of municipal waste collected by local authorities and prepared for reuse and/or recycled, including source segregated biowastes that are composted or treated biologically in another way	Result	63.70%	64.01%	62.54%																					
<p><b>WMT009b</b> HIGH is Good</p> <table border="1"> <caption>WMT009b Performance Data</caption> <thead> <tr> <th>Year</th> <th>Qtr1</th> <th>Qtr2</th> <th>Qtr3</th> <th>Qtr4</th> </tr> </thead> <tbody> <tr> <td>2016/17</td> <td>~58%</td> <td>~65%</td> <td>~63%</td> <td>~62%</td> </tr> <tr> <td>2017/18</td> <td>~63%</td> <td>~64%</td> <td>~64%</td> <td>~63%</td> </tr> <tr> <td>2018/19</td> <td>63.70%</td> <td>64.01%</td> <td>62.54%</td> <td>62.54%</td> </tr> </tbody> </table>	Year	Qtr1	Qtr2	Qtr3		Qtr4	2016/17	~58%	~65%	~63%	~62%	2017/18	~63%	~64%	~64%	~63%	2018/19	63.70%	64.01%	62.54%	62.54%	Target	58.00%	60.00%	62.50%
	Year	Qtr1	Qtr2	Qtr3		Qtr4																			
	2016/17	~58%	~65%	~63%		~62%																			
	2017/18	~63%	~64%	~64%		~63%																			
	2018/19	63.70%	64.01%	62.54%		62.54%																			
Trend	IMPROVING	IMPROVING	DECLINING																						
Num	73481.59	71123.12	68965.80																						
Den	115363.31	111103.85	110267.00																						

# Agenda Item 8.



## Report of the Cabinet Member for Economy & Strategy

Cabinet – 15 August 2019

### Revenue and Capital Budget Monitoring 1<sup>st</sup> Quarter 2019/20

<b>Purpose:</b>	To report on financial monitoring of the 2019/20 revenue and capital budgets, including the delivery of budget savings.
<b>Policy Framework:</b>	Budget 2019/20 Transformation and Future Council (Sustainable Swansea – Fit for the Future)
<b>Consultation:</b>	Cabinet Members, Corporate Management Team, Legal and Access to Services.
<b>Recommendation(s):</b>	It is recommended that:  1) The comments and variations in this report, and the actions in hand to address these, are noted.  2) That Directors develop and rapidly bring forward sufficiently detailed plans to assure Cabinet that service budgets can be sustainably brought back into line for 2019-20 and beyond.  3) That the consequences of continued service overspending are that no officer may consider any material further spending commitments until those savings plans are assured.
<b>Report Author:</b>	Ben Smith
<b>Finance Officer:</b>	Ben Smith
<b>Legal Officer:</b>	Tracey Meredith
<b>Access to Services Officer:</b>	Rhian Millar

## 1. Background and Introduction

- 1.1 This report details forecast variations from the agreed budget for 2019/20, including the latest assessment of the delivery of savings.
- 1.2 In respect of Revenue Budgets, this report provides a consolidated forecast which combines:
- projected variations (mainly shortfalls) in relation to budget savings agreed by Council in February 2019
  - Variations arising from other service pressures not directly linked to specific savings plans (e.g. increased service demand, price and pay inflation, increased, but most often unfunded, regulatory obligations and burdens from both UK and Welsh governments)
- 1.3 The report includes comments from Directors in relation to the variations highlighted and the action that is in hand or proposed as appropriate.
- 1.4 The report also includes the latest completed Savings tracker summary in Appendix C that indicates the current overall forecast delivery % of the various savings streams by the services is at 79%. Any shortfalls in achieving savings will be reflected in the table at 2.3 and in Appendix A.

## 2. Revenue Outturn Forecast Based on 1<sup>st</sup> Quarter Position

- 2.1 Appendix 'A' to this report details the approved Revenue Budget for 2019/20 and the forecast variation at this time.
- 2.2 Other than projected variations on Directorate expenditure, it is still too early to forecast variations that may arise on some significant Corporate items, including the level of Council Tax collection (which posted a deficit in 2018-19 of £0.3m though in previous years has returned a modest surplus) – it is assumed at the current time that these remain largely as per the approved budget.
- 2.3 The overall Directorate position is summarised below:-

### **DIRECTORATE**

	<b>FORECAST VARIATION 2019/20 £000</b>	<b>SAVINGS VARIATION 2019/20 £000</b>	<b>OTHER VARIATION 2019/20 £000</b>
RESOURCES#	1,111	1,777	-666
PEOPLE - SOCIAL SERVICES#	1,424	1,215	209
PEOPLE - EDUCATION	1,803	0	1,803
PLACE	0	822	-822
<b><i>NET DIRECTORATE EXPENDITURE</i></b>	<b>4,338</b>	<b>3,814</b>	<b>524</b>

# To reflect operational management and reporting hierarchy the majority of Poverty & Prevention budgets (£4,510,000) and any forecast variations are now included as part of the Social Services budget. The remaining budget and any related forecast variation (£101,000 re Community Integration Unit) is now included within Resources.

- 2.4 Directors' comments on the above variations are shown at Appendix B :-
- 2.5 Within the *Sustainable Swansea* Delivery Programme, work continues to develop service delivery plans that will include all savings requirements across all strands. This includes the cross cutting nature of new reviews as well as the completion of current in-flight reviews.
- 2.6 The above potential service overspend remains a significant risk and needs to be addressed on a whole Council basis as it remains unsustainable to continuously spend more than budgeted, especially so given the position is helped only temporarily by one off grant funding sources . A number of the overspend areas follow on from the outturn position for 2018/19 and need to be considered in the light of the forecast savings going forward within the 2019/20 budget, Medium Term Financial Plan, and the cumulative effect of non-achievement of savings going forward.
- 2.7 Corporate Management Team has re-enforced the current arrangements for budget monitoring in particular :-
- focus on a range of corrective actions;
  - targeted immediate spend reduction action;
  - spending control on all vacancies and contracts;
  - a continued reminder that **no Responsible Officer is authorised to overspend their budget in line with Financial Procedure Rules;**
  - and consequently that Directors will rapidly bring forward to Cabinet and Corporate Management Team detailed and realistic mitigation plans to contain service overspending.
- 2.8 Offsetting opportunities do exist to temporarily ameliorate the currently identified service demand and price pressures as follows.
- £1m was set aside in the budget for the potential costs relating to the impact of the Apprenticeship Levy. The final costs relating to this levy will only be known once final employee related costs are calculated at the year end. Should the full allocation not be required then any saving will be proposed to be used to mitigate service pressures at year end.
  - £2m was also set aside to meet any specific and significant inflationary increases arising in year. A Commercial savings target was held corporately in 2018/19 and initially 2019/20. Any actual contract/procurement savings were delivered within services and not allocated to this central target. For 2019/20 this total has been allocated to services and is funded from the Inflationary provision to avoid double counting against previous contract procurement savings. Given the overall financial projection at this stage it is proposed by the S151 officer that £1.1m is allocated to services to cover commercial pricing pressures and the remaining

£0.9m be conserved for now as a hedge against potential service over spending . The most likely area needing further budgetary support in year for inflation costs is Social Services given a range of contract renewals and re-tenders and continued fragility of some providers in the market.

- Use of the Contingency Fund as detailed below.

### 3. Contingency Fund Provision for 2019/20

3.1 The contingency fund is set at the £7.072m contribution for 2019/20 as set out in the budget report approved by Council in February 2019. This is significantly higher than in recent years reflecting additional mitigation against any repeated overspending.

3.2 The current potential calls on the contingency fund for 2019-20 are:-

<b>Contingency Fund 2018/19</b>	<b>Prediction</b>
	<b>2019/20 (£m)</b>
Contribution for year	7.072
One off interim support arrangements for Chief Executive and ongoing regional working – a sum up to	-0.072
One off support to a range of events celebrating the 50 <sup>th</sup> anniversary of the granting of city status to Swansea - a sum up to	-0.150
Support for Swansea Community Awards	-0.001
ER/VR in year costs if ultimately exceeding balance on Restructure Reserve of £3m (this is currently not expected to be needed on basis of levels of ER/VRS)	0.000
Service overspend mitigation £3.438m and mitigation for future spend risks/demand and regulatory pressures/Inflation £3.411m	6.849
<b>Balance 31st March 2020</b>	<b>0</b>

The above table lists current potential calls on the budgeted contingency fund. The final amounts will be dependent on a number of factors during the year including speed of implementation, actual costs/commitments incurred and final Directorate outturn position. Spend approvals will be deliberately limited to seek to maximise underspend here as part of mitigating budget savings action. Updates will be provided during the financial year as part of the routine quarterly reporting to members.

As set out in the 2018-19 Revenue outturn report to members some £3m remained within the Restructure Reserve to contribute toward ER/VR costs in 2019-20. The S151 officer proposes that any such costs over and above this £3m will be funded via the contingency. The final costs of ER/VR will only be known towards the end of the year once all management actions re savings proposals etc are implemented.

At this stage it is assumed that all ER/VR costs will be able to be contained within the sum left in the Restructure Reserve.

The S151 officer proposes that ,as set out in Appendix A, the forecast shortfall in the funding of service costs for 2019-20 of £3.438m (Service overspends of £4.338m less unallocated Inflation provision £0.9m) will be met in full from the Contingency fund. That the remaining balance on the Contingency Fund of £3.411m be provisionally allocated to mitigate any potential additional spend risks/ demand and regulatory pressures/ pay and price inflation arising in the financial year.

The S151 officer proposes to reserve his final position on the recommended levels of use of the restructure reserve and contingency fund until the success or otherwise of reducing the forecast overspend is known at year-end.

3.3 The current indication is that ,for 2019-20, there still needs to be urgent and decisive action to pursue and deliver all savings proposals across the Council.

3.4 The action being taken includes working through existing plans on an accelerated delivery basis :

- Management and Business Support Review: ongoing review of the management structure across the Council and future requirements given the Council's priorities, future challenges and the changing nature of the role of managers
- Reducing the Pay Bill: review of options to reduce employee costs across the Council as part of our overall future workforce strategy (subject to trade union consultation at the appropriate time)
- Commercialism through third party Procurement Savings and Income Generation: review of further options to increase income from fees and charges, trading etc, in addition to the targets already set for 2019/20
- Progressing implementation of Commissioning Reviews and Cross Cutting Themes.
- Further implementation of the Social Services Saving Plan through which we have identified mechanisms for bringing down overall costs.
- Continuing the extant spending restrictions which have been reviewed, refreshed and reissued by Corporate Management Team.

3.5 It should be noted that at this time, although the Council continues to pursue a number of VAT related claims, some are more advanced than others, there is NO certainty of windfalls from VAT refunds or any other external source being received in the current year.

#### **4. Revenue Budget Summary**

4.1 The position reported above reflects the best known current position. A net £4.338m of shortfall in service revenue budgets, offset by £0.9m of identified additional savings from the non-allocation of the Inflation provision together with utilising £3.438m from the use of the Contingency Fund.

4.2 Corporate Management Team have reinforced the expectation that both service and overall net expenditure must be contained within the relevant limits of the current year budget as set by Council.

- 4.3 As previously mentioned, it is too early to provide an accurate forecast as to the potential outturn on corporate items such as Council Tax collection which is in itself potentially affected by the effects of welfare reform measures, but offset by an often increasing tax base.
- 4.4 Included in the projected budget for 2019/20 for other corporate items are capital finance charges. At this early stage no variance is forecast, in any case any underspending or overspending will be transferred at year end to or from the capital equalisation reserve, a strategy previously agreed by Council . This will be reviewed and updated during the year as various capital schemes/programmes progress.
- 4.5 The overall judgement at this point is that there remains an urgent need to identify and implement existing and additional budget savings across all Council Services to improve the 2019/20 position and beyond.
- 4.6 There remains a degree of confidence that some further inroads can be made into the forecast overspend position by ongoing management and member action. Equally, the scale remains such, that it would be on balance very unlikely that spending can be fully contained in year without wide scale mitigation actions, including those set out in this report.
- 4.7 There continue to be increasing risks around general inflationary pay and price pressures (including potentially another higher than previously budgeted teachers' pay award from September). Nevertheless the Council simply cannot afford to fund them, savings will have to be made elsewhere to meet such pressures.
- 4.8 Detailed monitoring of budgets will continue to be carried out and reported to Departmental Performance and Financial Management meetings on a monthly basis.
- 4.9 The Section 151 Officer has considered professional advice given as to funding levels within the Insurance Reserve and notwithstanding the ongoing modest draws from the reserve over the duration of the MTFP to help support the revenue budget, he is satisfied there is at least a further £2.648m of headroom (over funding) beyond that reasonably likely needed to meet future claims. This enables a transfer to be made between earmarked reserves and bolster the capital equalisation reserve yet further in anticipation of the substantial future capital spending which remains to be predominantly financed from unsupported borrowing.
- 4.10 It is imperative that sustainable base budget savings are found to replace these in year one off actions to stabilise the 19-20 budget ahead of an anticipated extremely challenging and uncertain 2020-21 budget round.

## **5. Capital Budget**

- 5.1 Expenditure to 30<sup>th</sup> June 2019 is £11.756 million, summarised as follows:



<b>Directorate</b>	<b>Budget 2019/20</b>	<b>Actual to 30/06/19</b>	<b>% spend</b>
	£'000	£'000	
Corporate Services	6,484	339	5.2%
People	26,662	785	2.9%
Place (General Fund)	68,115	5,248	7.7%
Place (HRA)	71,989	5,384	7.5%
<b>Total</b>	<b>173,250</b>	<b>11,756</b>	<b>6.8%</b>

Expenditure on major capital schemes is detailed in Appendix D.

It should be noted that the actual spend to 30 June may only have 1 or 2 months costs relating to external invoices. In addition the budgets will be reviewed during July which will result in some budgets being re-profiled into later years.

## **6. Housing Revenue Account**

- 6.1 There are no material budget issues to flag at this stage of the year. Forecast changes to levels of borrowing and a reduction in the pooled rate of interest could lead to a reduction in finance costs however, it is too early in the year to make an accurate projection.

## **7. Legal Implications**

- 7.1 There are no legal issues contained within this report.

## **8. Equality & Engagement Implications**

- 8.1 The Revenue budget of the Council was approved following the application of the corporate Equality Impact Assessment (EIA) process throughout the Budget setting process. It is essential where service levels are affected by changes to the Revenue Budgets (including savings options) that the EIA process (alongside consultation and engagement as appropriate) is applied to ensure due regard is paid to the potential equality impacts of any proposals prior to decision making.

**Background papers:** - None

### **Appendices:**

- Appendix A – Revenue Budget forecast 2019/20
- Appendix B – Directors comments on variances
- Appendix C – Savings tracker summary
- Appendix D - Expenditure on major Capital Schemes

## REVENUE BUDGET PROJECTION QUARTER 1 2019/20

<b><u>DIRECTORATE</u></b>	<b>BUDGET 2019/20 £000</b>	<b>PROJECTED 2019/20 £000</b>	<b>VARIATION 2019/20 £000</b>
RESOURCES	45,593	46,704	1,111
PEOPLE - SOCIAL SERVICES	120,831	122,255	1,424
PEOPLE – EDUCATION	170,821	172,624	1,803
PLACE	56,058	56,058	0
<b><i>NET DIRECTORATE EXPENDITURE</i></b>	<b>393,303</b>	<b>397,641</b>	<b>4,338</b>
SPECIFIC PROVISION FOR APPRENTICESHIP LEVY/INFLATION	1,850	950	-900
CONTINGENCY FUND	6,849	3,411	-3,438
<i>OTHER ITEMS</i>			
LEVIES			
SWANSEA BAY PORT HEALTH AUTHORITY	86	86	0
CONTRIBUTIONS			
MID & WEST WALES COMBINED FIRE AUTHORITY	12,971	12,971	0
<i>CAPITAL FINANCING CHARGES</i>			
PRINCIPAL REPAYMENTS	14,478	14,478	0
NET INTEREST CHARGES	18,119	18,119	0
<b><i>NET REVENUE EXPENDITURE</i></b>	<b>447,656</b>	<b>447,656</b>	<b>0</b>
<i>MOVEMENT IN RESERVES</i>			
GENERAL RESERVES	0	0	0
EARMARKED RESERVES	-4,730	-4,730	0
<b><i>TOTAL BUDGET REQUIREMENT</i></b>	<b>442,926</b>	<b>442,926</b>	<b>0</b>
DISCRETIONARY RATE RELIEF	400	400	0
<b><i>TOTAL CITY AND COUNTY OF SWANSEA REQUIREMENT</i></b>	<b>443,326</b>	<b>443,326</b>	<b>0</b>
COMMUNITY COUNCIL PRECEPTS	1,465	1,465	0
<b><i>TOTAL REQUIREMENT</i></b>	<b>444,791</b>	<b>444,791</b>	<b>0</b>
<b><i>FINANCING OF TOTAL REQUIREMENT</i></b>			
REVENUE SUPPORT GRANT	242,197	242,197	0
NATIONAL NON-DOMESTIC RATES	80,014	80,014	0
COUNCIL TAX - CITY AND COUNTY OF SWANSEA	121,115	121,115	0
COUNCIL TAX - COMMUNITY COUNCILS	1,465	1,465	0
<b><i>TOTAL FINANCING</i></b>	<b>444,791</b>	<b>444,791</b>	<b>0</b>

**Directors comments on budget variances**

**Appendix B**

**Director of Resources**

Variance	£000	Explanation and Action
<b><u>Savings Variation</u></b>		
18/19 Sustainable Swansea Savings targets:		
Management review of grade 10 and above	113	These three areas form part of Corporate Services proposals to merge and review cross-cutting functions across the Council related to Business Support functions, exploring new ways working including regional collaboration where possible. Limited opportunities are available regarding shared services and the regional working options are very slow in progressing, with little if any appetite across other organisations. Further Proposals and plans are being discussed.
Service review/regional working/shared services	239	
Stopping or reducing services through new ways of working	597	
Merging of Land Charges with Planning and Building Control as per the Commissioning Review	25	The team has successfully merged with Planning and savings achieved in the Place Directorate. It was planned that new ways of working would release this £25k in legal however, this is no longer possible. Alternative savings are now being sought in legal however this is proving difficult with the additional pressures from savings already made in staffing.
Establishing Business Support hubs in the People and Place Directorates	-79	An additional saving as a result of implementing the 'One Council' approach to Business Support.
19/20 balance	-125	Additional savings as a result of vacancy freeze and delay in appointing staff.
16/17 & 17/18 saving targets	531	The savings identified in previous years requires changes to terms and conditions or the potential stopping of services, this to date has not had support and remains an area of further investigation before anything is recommended or agreed.
Sub total	1,301	
Other saving targets:		

Transfer and review of the Welsh Translation Unit, including cost and charges	170	The Welsh Translation Unit is reviewing ways of working however, the demand for Welsh translation continues to increase. In order for the Council to meet its statutory responsibilities and statutory deadlines for certain reports further budget reductions are not possible. External translation services are now being used to help with capacity, which impacts the budget. Although the team will continue to improve and change processes and ways of working, including the use of technology, it is anticipated this saving can not be achieved due to rising demand.
16/17 Communications model & Corporate Health & Safety/Wellbeing	306	This saving is challenging with the identified model of merging the marketing and communications from across the council into one team not able to progress. In addition the increase in demand in the referrals to occupational health has not enabled the growth of this area to become income generating due to all spare capacity being used internally.
Total	1,777	
Other Net Underspends	-666	Legal underspends £-279k, Finance underspends CTRS £-350k & staff savings £-200k
Total Variation	1,111	

Corporate Services underwent significant change in 2017/18 which followed into 2018/19, in order to realise savings and rebalance the budget.

The Directorate has proactively and strictly managed any overspending in Quarter 1, and as a base budget has performed well. The legacy savings from the previous years have affected the budget and have created an overspend position in Qtr 1.

Detailed plans and proposals are in place for all of the variances above, however there will be some difficulty in achieving these savings in the current year.

## Director of Social Services

### Social Services

Variance	£000	Explanation and Action
<b>Savings Variation</b>		
Implement preferred options as outcome of Commissioning Review (Learning Disability, Physical Disability & Mental Health service provision)	500	This project continues with dedicated resource and senior management input. Initial retendering exercise underway. The continued effect of increases to minimum wage and the need to diversify the supplier base may cause some costs to increase.
Review of CHC Arrangements/LD MH Right Sizing and Review	334	This project has had some success in identifying individuals eligible for third party funding. This work continues.
Review all packages of care to ensure fit for purpose and effectively manage new admissions to domiciliary care.	81	Domiciliary care continues to be subject to significant demand pressures. Rightsizing work is therefore likely to release capacity rather than reduce spend.
Direct Payments Strategy - Targeted increase in recourse to direct payments as alternative to non-complex domiciliary care packages	300	Savings in this area continue through reviews of allowances paid and, where appropriate, the reclaim of unused balances.
<b>Other</b>		
Independent Child and Family Placements	745	This budget is subject to both fee and demand pressures. It is hoped that the implementation of a new practice model will see this forecast reduce over time.
Fostering Fees	150	The full year effect of a requirement to increase fees paid to family and friends carers will see costs increase.
External Residential Care	84	These areas continue to be exposed to both demographic and cost pressures. Work to ensure all placements are appropriate and cost effective continues.

Variance	£000	Explanation and Action
Internal Staffing and Services	- 2,459	The council has received a number of grants in the current year that support the overall financial position. Work to ensure services are designed in a way that enables the Council to access all funding sources continues and will cause significant underspends to appear in these initial stages. Work to rebalance the Service's budgets is underway.  In addition, the service continues to maintain tight vacancy and contract management
Third Party Spend	70	
MHLD Complex Care	1,619	This is a continuation of the previous years' overspend and remains an area of extreme demand and price pressure. Additional budget has been allocated but is being outstripped by both pressures on demand and fee levels.
<b>Overall Variation</b>	<b>1,424</b>	

The Social Services position is due to a combination of both unachieved savings and fee and demand pressures across externally commissioned services. Management action will continue to seek ways of safely reducing the net cost of our services. Much of the funding enabling the internal services underspend underpinning overspends in commissioned services is time limited. The sustainability of this approach is subject to future budget decisions of both the Welsh and Westminster Governments.

### **Director of Education**

Variance	£000	Explanation and Action
Home to School Transport	344	Inflationary fuel price pressures and continuing demand, particularly within the ALN and post 16 sector continue to increase costs. These demand and price pressures are inherently volatile and uncontrollable within current transport policy.
Catering and Cleaning	290	The service continues to be subject to substantial inflationary pressures on the cost of food and staff. This has been partially offset by a combination of management cost control and positive take up of paid meals. Further means of reducing net cost are being examined.
Additional Learning Needs	400	This forecast primarily concerns the cost of placements within Independent Special Schools. The Council continues to see both cost and demand pressures in this area, despite continued efforts to increase the supply of such places locally. Should

		demand for such placements continue to rise, this forecast will increase.
Centrally funded non-delegated pressures.	769	This overspend is primarily attributable to ongoing historic pension costs borne by the Council on behalf of Schools. It also includes increases in the cost of maternity/paternity leave.
<b>Overall Variation</b>	1,803	

Many of the pay, price and demand pressures identified above are a continuation of the overspend position from 2018/19. Ongoing robust management action will continue. This will seek to mitigate pressures and bring forward additional savings where possible.

### **Director of Place**

A number of issues need to be highlighted for the purpose of visibility. These include unfunded budget pressures as follows:

- Significant increased electricity costs of £246k
- Reduced recycling prices in waste management of £300k to £350k
- Increased costs for maintaining and replacing aging social services fleet £300k

In year savings of £704k have been identified as difficult to achieve by year end and these comprise mainly of Commissioning Review (Service in the Community), IT delays for rollout of mobile working and delayed and “cashable” Integrated Transport Unit savings and transport savings removed budget but authorisation to implement withdrawn

In addition there are some challenges in achieving all of the “cross cutting” saving requiring policy changes identified for 19/20 in particular

- Staff – Christmas closure, average holiday pay, 50% Honoraria reduction, 50% market supplement reduction and remove first aid payments (total £118k)

The directorate is working to offset these spending, predominantly price, pressures within its overall budget but at this stage it is likely that further decisions will have to be made in year to be able to offset these costs and return a balanced budget.

# June 2019 MTFP Tracker Report

**Target Savings**

**£12.64m**

**Expected Savings by 31st March 2020**

**£9.985m**

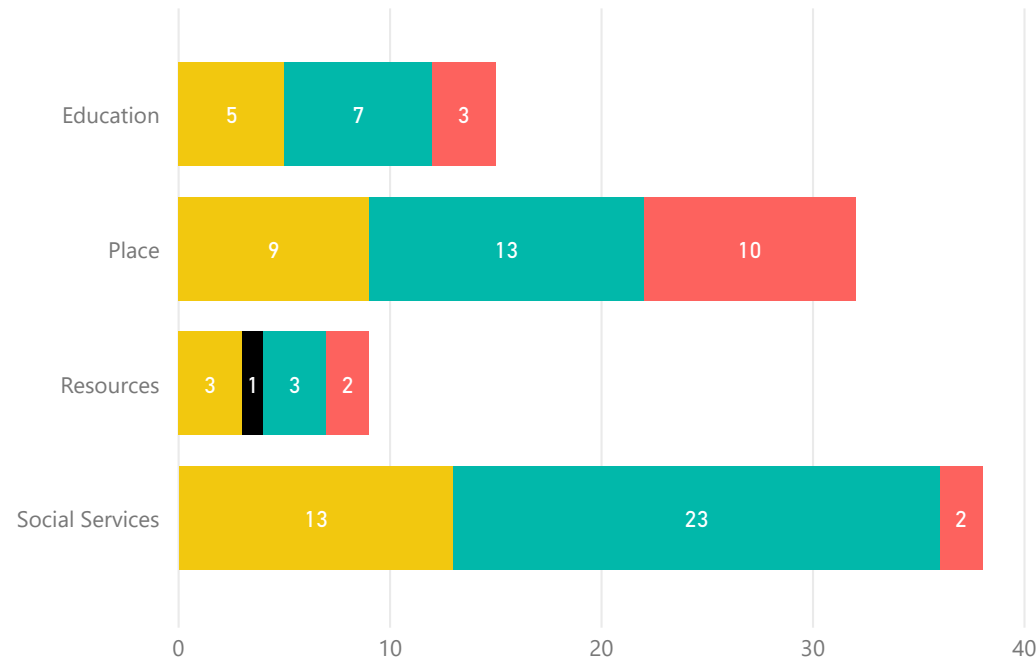
**Delivered**

**£3.72m**



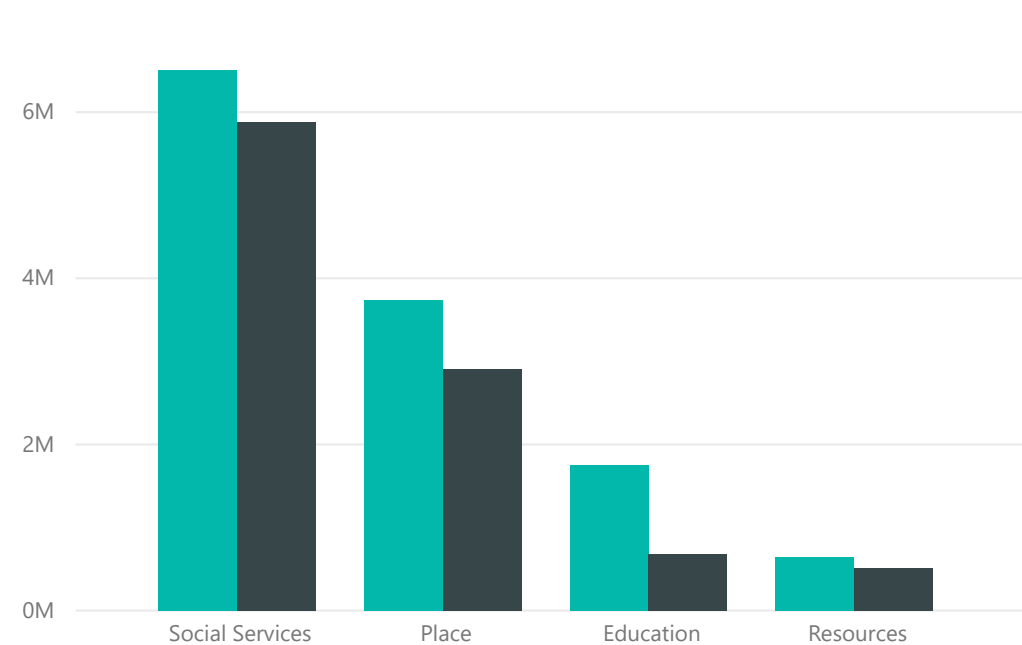
May: £3.70m

June BRAG ● Amber ● Black ● Green ● Red

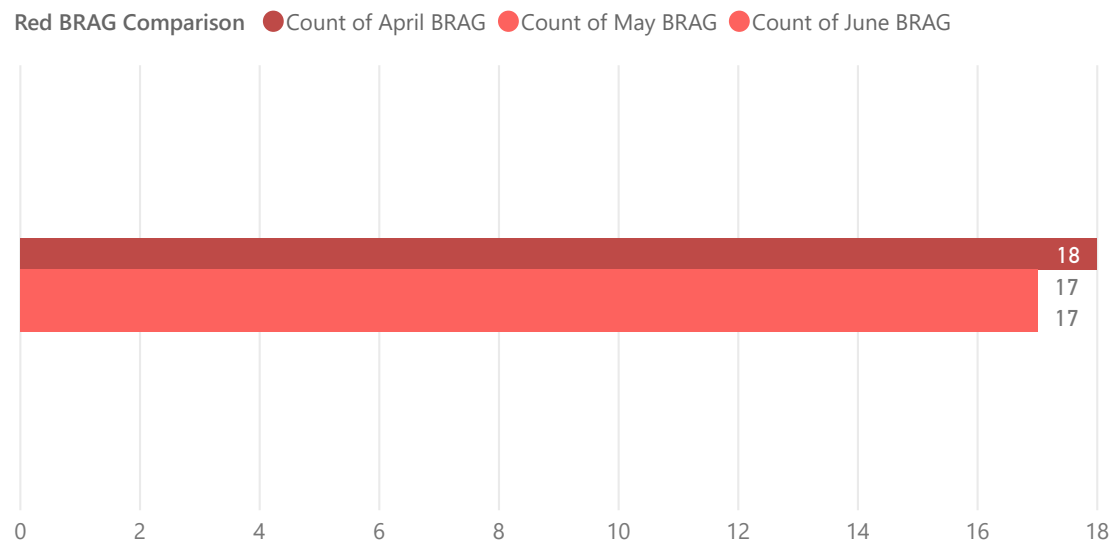
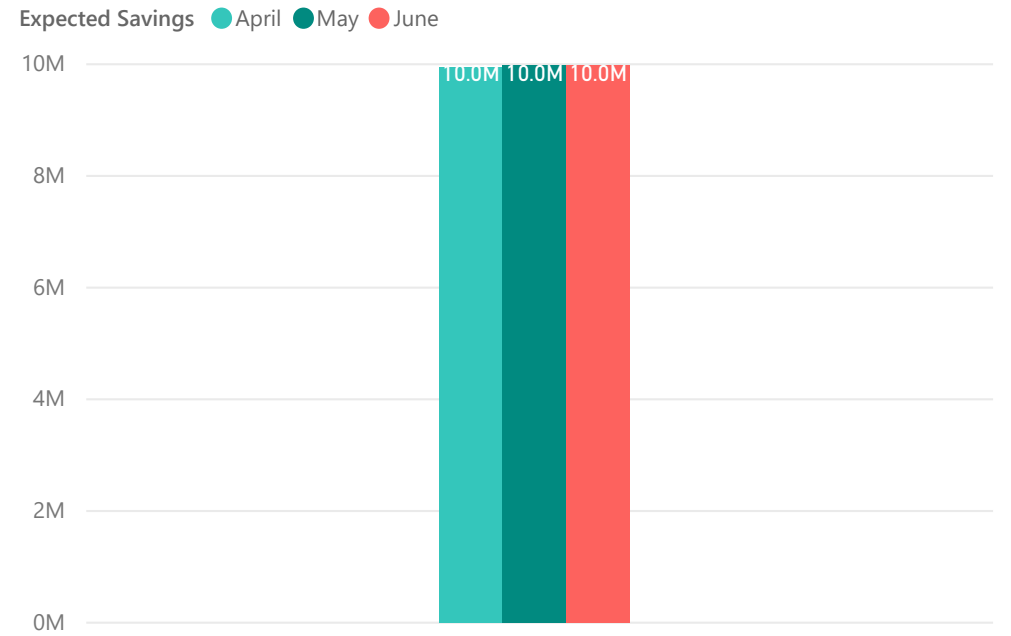
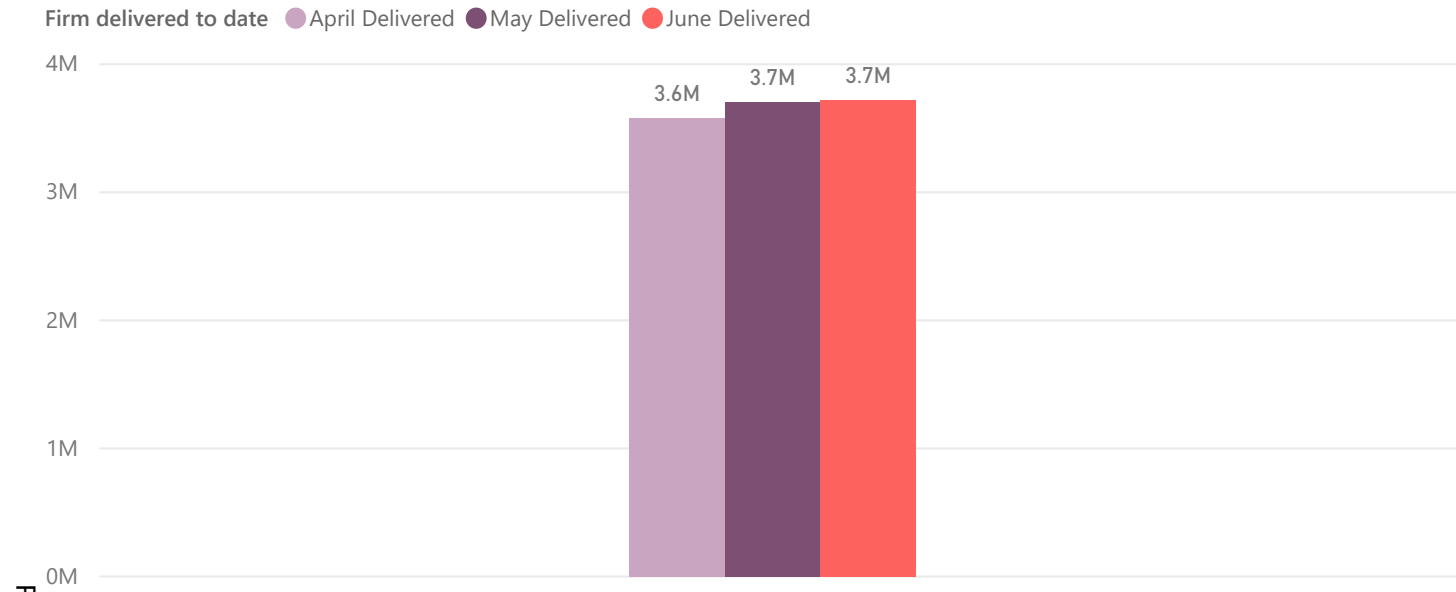


Target (£) and June by Directorate

● Target (£) ● June







## Appendix D

<b>Capital expenditure on major schemes to 30 June 2019 (where spend greater than £250k)</b>	<b>£000's</b>
<b>People</b>	
Pentrehafod Comp School Remodelling	514
<b>Resources</b>	
Agile & Mobile programme (laptops and accessories)	323
<b>Place</b>	
Swansea Central (Arena)	1,733
Highways - carriageways & resurfacing	1,475
Disability Facilities Grants	566
HRA capital programme (including More Homes schemes)	5,384
<b>Total scheme value where spend greater than £250k</b>	<b>9,995</b>

# Agenda Item 9.



## Report of the Cabinet Member for Care, Health and Ageing Well

Cabinet – 15 August 2018

### Establishing a Partnership Agreement for Pooled Funds for Care Homes

<b>Purpose:</b>	To seek approval from Cabinet to enter into a partnership agreement under S33 National Health Service (Wales) Act 2006 (“NHSA”) with NPT Council and Swansea Bay Health Board for the purposes of creating a regional pooled fund for care homes.
<b>Policy Framework:</b>	Part 9 Social Services and Wellbeing (Wales) Act 2014 (“SSWBA”)
<b>Consultation:</b>	Access to Services, Finance, Legal.
<b>Recommendation(s):</b>	It is recommended that:  1) Approval to enter into the attached S33 agreement is granted, and authority to vary or amend any of the provisions within the agreement, as may be required to ensure arrangements remain fit for purpose and to meet obligations under part 9 of the SSWBA, is delegated to the Director of Social Services.
<b>Report Author:</b>	Peter Field
<b>Finance Officer:</b>	Chris Davies
<b>Legal Officer:</b>	Caritas Adere
<b>Access to Services Officer:</b>	Rhian Millar

## 1. Introduction

1.1 This report explains the context for Regional Pooled Funds for Care Homes. It highlights the legal duty to achieve pooled fund arrangements, sets out the legal duty to enter into a partnership agreement for establishing pooled funds, explains the features of the agreement that is proposed, makes a recommendation for approving the s33 agreement, and delegating authority to the Director of Social Services for the purposes of agreeing any subsequent amendments or variations.

## 2. Legal Context

2.1 The legal duty to develop pooled fund arrangements arises under Part 9 of the Social Services and Well-being (Wales) Act 2014. The Partnership Arrangements (Wales) Regulations 2015 require “partnership bodies for each of the partnership arrangements to establish and maintain pooled funds” including in relation to “the exercise of their care home accommodation functions.”

2.2 Section 9 of the Part 9 statutory guidance (Partnership Arrangements) states that these duties took effect from **6 April 2018**. Section 9 states that Local Health Boards and local authorities are expected to:

- Undertake a population needs assessment and market analysis to include the needs of self-funders.
- Agree an appropriate integrated market position statement and commissioning strategy which specifies the outcomes required of care homes; range of services required and methods of commissioning.
- Agree a common contract and specification.
- Develop an integrated approach to quality assurance.
- Adopt transparent use of resources, with aligned budgets, identifiable expenditure and shared financial commitments.

2.3 Paragraph 62 of the statutory guidance makes it clear that these arrangements will need to be subject to a formal written agreement.

2.4 Rebecca Evans AM, in her ministerial statement of the 10.10.17 acknowledged the difficulties of achieving full implementation by April '18 and confirmed she will allow commissioning bodies until the end of the April '19 to deliver pooled fund requirements before considering intervention.

### 3. Scope of the Pooled Fund

- 3.1 The pooled fund will include care and accommodation for adults who need long term care in registered residential settings because they have complex health and social care needs that require supported interventions on a 24 hour basis that cannot be delivered in their own home or alternative settings.
- 3.2 The pooled arrangement will apply to commissioned services i.e. residential, nursing and continuing health care funded beds.
- 3.3 It will apply regardless of the cost of placement and will therefore include some specialist provision; for example care for people who have acquired brain injury or a degenerative neurological disorder.
- 3.4 It will apply for those who have physical health and social care needs as well as those who are living with dementia.
- 3.5 Welsh Government have indicated that Pooled Fund arrangements should eventually apply to all adult care homes but have not specified timescales for achieving this.

### 4. Current Expenditure

- 4.1 The most up to date figures confirming annual gross expenditure on care home services for older people confirms regional spend of circa £64m. See table below for breakdown:

<b>REGIONAL PARTNER</b>	<b>GROSS ANNUAL EXPENDITURE AT YR END 18/19</b>
NPT	£20 242 000
CCOS	£24,071,750
Swansea Bay Health Board	FNC and CHC 65+ £18,300,000
<b>TOTAL REGIONAL SPEND</b>	<b>£62,613,750</b>

## **5. Purpose of Pooled Funds**

5.1 Pooled funds are a mechanism for achieving integrated systems of care. Currently commissioning arrangements across the West Glamorgan region are divided across two local authorities and one health board and further subdivided into separate narrowly defined service area budgets. Theoretically this fragmentation can make it more difficult to commission integrated care. Pooling budgets between commissioners is seen by Welsh Government as the most practical and efficient way to overcome fragmentation and jointly commission as a whole system. Examples of intended benefits include:

- Less duplication by eliminating or reducing similar processes undertaken and funded by different commissioners.
- Fewer gaps as more integrated commissioning maximises the opportunity to target resources where they are needed. For example by creating combined integrated services to meet complex needs.
- Reduced silo working where separate budget pressures and processes can lead to different priorities or unilateral decision making which can have destabilising impacts (in relation to fee rates for example).
- More efficient process with fewer coordination problems which can occur when separate organisations have differing processes, timescales for delivery and capacity levels for different roles and functions.
- Reduced delays which occur when decision-making involves more than one commissioner, requiring multiple agreements.

5.2 Welsh Government views closer integration through pooled funds as a mechanism for achieving better quality and more efficient services by encouraging partners to collaborate in ways that maximises their capacity to shape the market.

5.3 The private sector care homes market is perceived to be in a weak position. Citizens' right to choose care home accommodation has led to systems for purchasing placements which lean more towards passive procurement than active commissioning. Like other social care markets, the care homes sector is under considerable pressure and is characterised by certain features. Workforce pressures, recruitment and retention of staff, financial difficulties, regulatory change, population change and increasing needs are combining to impact service delivery and sector stability.

5.4 Pooled funds are an opportunity for partners to work together to understand issues affecting quality and stability of services. Shared understanding and common goals can help to develop more strategic, collaborative solutions for improving care and providing more relevant, sustainable services. This does not mean homogenising all services and practices. Local differences in contracting and commissioning arrangements which are necessary to maintain effective services will be accommodated where appropriate.

## **6. Progress to Date**

6.1 Many of the requirements needed to establish pooled fund arrangements are already in place:

6.2 West Glamorgan region has undertaken a population needs assessment with input from the 2 LAs, Swansea Bay HB and the third sector with engagement and consultation from service users/ citizens.

6.3 A regional care homes commissioning strategy has been created and endorsed by each of the LAs and the Health Board.

6.4 Each local authority has created a Market Position Statement (MPS) which has enabled the development of a regional integrated MPS document.

6.5 An integrated approach to quality assurance has been developed via the Regional Quality Framework (RQF)

6.6 Work to create a common contract to enable each partner to purchase care home placements across the region using harmonised terms and conditions is near to completion. The finalised contract will be implemented by each partner during 2019.

6.7 A common process for setting fee rates is being explored. It is intended that this will lead to a shared methodology but not a shared rate.

6.8 A common data set for mapping and evaluating care home spend and placement activity has been developed. This will be used to generate two monthly financial management reports which will underpin pooled fund arrangements and enable senior management governance and oversight.

6.9 Template s33 agreements for legally binding partnership agreements have been created.

## **7. Type and Content of Partnership Agreement**

- 7.1 To meet obligations arising under Part 9 of the Act the West Glamorgan partnership have opted to develop a s33 National Health Services (Wales) Act 2006 partnership agreement. Whilst the Act allows for the creation of a Part 9 legal agreement, most regions across Wales have opted for the more familiar s33 arrangements. This enables a legal contractual partnership to form on the basis of previously tried and tested arrangements. Under s33 NHSA, a local authority may carry out specified functions on behalf of any of the other partnership bodies taking part in the same partnership arrangement. Exemplar templates for creating similar agreements offered by the National Commissioning Board to support pooled fund development are also based on section 33 provisions.
- 7.2 Regional boundary changes and uncertainty over obligations in light of Partnership reconfigurations has delayed progress, however a s33 agreement has been created. This is based on equivalent partnership agreements currently used across the region to successfully implement pooled arrangements for intermediate care services. Subtle changes have been made to the existing s33 agreement to enable it to apply in the context of care home services.
- 7.3 The agreement is underpinned by a number of schedules which detail the practical arrangements for administering pooled funds. These have been carefully constructed to minimise financial and political risks. Potential for cross subsidising placements has been removed. There are no impacts to workforce or organisational structures. There are no impacts to commissioning process compatibility for partners.
- 7.4 The schedules attached to the agreement are as follows:
- Schedule 1 defines the services under the pooled fund and the aims and objectives to be achieved.
  - Schedule 2 defines the Health Board's health care functions and the Councils' health related care functions.
  - Schedule 3 defines resources that comprise the pooled fund and all related finance and budget setting requirements.
  - Schedule 4 defines arrangements for governance, oversight and performance.
  - Schedule 5 defines arrangements for aligning expenditure.



- 7.5 Whilst the substantive content has been agreed by Partners some further modest amendments and revisions may be required by Partners before the agreement is finalised. Delegating authority to the Director of Social Service to approve and any subsequent amendments or variations will avoid the need for further unnecessary delays or representations to Cabinet.
- 7.6 The current proposal is for Swansea Council to host and administer the pooled fund. This will create an additional small administrative burden and audit responsibilities but no significant additional extra cost liabilities.

## **8. Recommendation**

- 8.1 It is recommended that: Approval to enter into the attached s33 agreement is granted, and authority to subsequently vary or amend any of the provisions within the agreement or accompanying schedules, as may be required to ensure arrangements remain fit for purpose and to meet obligations under part 9 of the SSWBA, is delegated to the Director of Social Services.

## **9. Equality and Engagement Implications**

- 9.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
  - Advance equality of opportunity between people who share a protected characteristic and those who do not.
  - Foster good relations between people who share a protected characteristic and those who do not.

Our Equality Impact Assessment process ensures that we have paid due regard to the above.

- 9.2 Pooled Fund objectives are intended to create more integrated services which improve services. An EIA screening form has been completed with the agreed outcome that a full EIA report is not required at this stage. Some consultation may occur should more detailed proposals or service changes occur. Arrangements will continue to be screened for equality impacts and full EIA reports will be completed if required.

## **10. Financial Implications**

- 10.1 There are no significant costs expected from the administration of this s33 agreement. Any that do arise will be met from current resources and shared with partners where appropriate.

## **11. Legal Implications**

- 11.1 Legal implications have been referred to more broadly in the body of the report. There is a legal duty arising under Part 9 of the SSWBA to establish a partnership agreement for the purposes of creating pooled funds for care homes.

**Background Papers:** None

### **Appendices:**

Appendix A - Section 33 Agreement relating to Pooled Funds for Care Homes and accompanying Schedules 1 to 5.

**DATED** \_\_\_\_\_ **2019**

**SWANSEA COUNCIL**

**and**

**NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

**and**

**SWANSEA BAY UNIVERSITY HEALTH BOARD**

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**AGREEMENT**

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**SECTION 33 OF THE NATIONAL HEALTH SERVICE (WALES) ACT 2006**

**OVERARCHING PARTNERSHIP AGREEMENT**

**for**

**ADULT AND OLDER PEOPLE SERVICES**

## Table of contents

Clause heading and number	Page number
1. DEFINITIONS AND INTERPRETATION .....	5
2. TERM.....	9
3. AIMS AND OBJECTIVES.....	9
4. FINANCIAL CONTRIBUTIONS .....	10
5. NHS FUNCTIONS AND COUNCIL HEALTH RELATED FUNCTIONS .....	10
6. THE SERVICES.....	10
7. ARRANGEMENT OF SERVICES .....	10
8. FINANCIAL PERFORMANCE AND RISK SHARING ARRANGEMENTS .....	12
9. REVIEW .....	13
10. FINANCIAL PLANNING AND BUDGET SETTING PROCESS .....	14
11. TERMINATION .....	14
12. EFFECTS OF TERMINATION .....	15
13. SCRUTINY .....	16
14. EXTERNAL INSPECTION AND MONITORING .....	16
15. INDEMNITY AND INSURANCE .....	16
16. VARIATION .....	18
17. CONFIDENTIALITY AND DATA PROTECTION.....	18
18. FREEDOM OF INFORMATION .....	20
19. DISPUTE RESOLUTION .....	20
20. EXCLUSION OF PARTNERSHIP AND AGENCY.....	21
21. ASSIGNMENT AND SUB AGREEMENTS.....	22
22. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 .....	22
23. PREVENTION OF CORRUPTION / QUALITY CONTROL .....	22
24. COMPLAINTS .....	22
25. NOTICES .....	22
26. NOTIFICATION TO THE WELSH GOVERNMENT .....	23
27. GENERAL PRINCIPLES .....	23
28. FORCE MAJEURE .....	23
29. SEVERABILITY .....	24
30. WAIVER.....	24
31. GOVERNING LAW .....	24
32. ADDITION OR REMOVAL OF SERVICES.....	24

**SCHEDULE 1: THE SERVICES:**  
**Host Partner, Aims and Outcomes & Access to Service**

**SCHEDULE 2: THE HEALTH BOARD AND COUNCIL FUNCTIONS**  
**NHS Health Care Functions and The Council's Health Related Care Functions**

**SCHEDULE 3: RESOURCES:**  
**Finance and Budget Setting**

**SCHEDULE 4: GOVERNANCE:**  
**Approvals, Oversight & Performance**

**SCHEDULE 5: ALIGNMENT OF EXPENDITURE**

**THIS AGREEMENT** is made the                    day of                    2019

**BETWEEN**

**NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** (“Neath Port Talbot”) of Civic Centre, Port Talbot, Neath Port Talbot SA13 1PJ of the first part

**SWANSEA COUNCIL** (“Swansea”) of Civic Centre Oystermouth Road Swansea SA1 3SN of the third part

**SWANSEA BAY UNIVERSITY HEALTH BOARD** (“the Health Board”) of One Talbot Gateway, Baglan Energy Park, Baglan, Port Talbot, SA12 7BR of the fourth part.

**WHEREAS:**

- A     This Agreement covers arrangements to create a regional pooled fund for care home services pursuant to Section 33 of the Act.
- B     This Agreement provides for the establishment and management of individual Pooled Funds between the Health Board and the Councils where any Partner will from time to time be the Host Partner for a Scheme for the purposes of the Regulations.
- C     For the purpose of the implementation of the Partnership Arrangements under this Agreement:
  - 1     The Health Board has agreed that the Council may, in conjunction with exercising its Health Related Functions, exercise the Health Board’s NHS Functions in relation to the Services and;
  - 2     The Council has agreed that the Health Board may, in conjunction with exercising its NHS Functions, exercise the Council’s Health Related Functions in relation to the Services.
- D     Where the Health Board and the Council arrange Services pursuant to Section 33 of the Act the Services which the Partners arrange shall be set out according to the Schedules and the terms herein.
- E     The Partners shall carry out consultation on the proposals for any Scheme with those persons, user groups, staff and statutory and non-statutory providers,

who appear to them to be affected by the arrangement, as required by Regulation 4(2) of the Regulations.

- F The Partners have agreed to enter into this Agreement to fulfil the requirements in Regulation 8(2) of the Regulations and to record their respective rights and obligations under the Partnership Arrangements and the terms on which the Partnership Arrangements will be exercised and the Service will be delivered.
- G The Partners have entered into this Agreement in order to improve the effectiveness of the Services delivered by them

## **IT IS AGREED AS FOLLOWS:**

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, except where the context otherwise requires, the following expressions shall have the meanings respectively ascribed to them:-

“Act”	means the National Health Service (Wales) Act 2006;
“Agreement”	means this Agreement and any variation of it from time to time agreed between the Partners;
“Authorised Officers”	means the persons notified in writing from time to time by each of the Partners to the other from time to time as authorised to act on behalf of that Partner in that capacity (which person shall until further notice be for the Council its Head of Paid Service and for the Health Board its Chief Executive);
“Budget”	means the budget for a Scheme as set out in or ascertained in accordance with Schedule 3
“Commencement Date”	means 1 <sup>st</sup> April 2019
“Councils”	means the first two parties to this Agreement (and any successor to their statutory function);

“Directions”	means such statutory directions in respect of services as the Partners must follow;
“Eligibility Criteria Threshold”	means the four criteria as derived from the Welsh Government’s Guidance on “Fair Access to Care” as set out in “Creating a Unified and Fair System for Assessing and Managing Care”, April 2002 and these being critical, substantial, moderate and low.
“Financial Year”	means the financial year from 1st April in any year to 31st March in the following calendar year;
“Functions”	means the NHS Functions and the Council’s Health Related Functions which may be carried out (in whole or part) by either Partner for any Scheme approved by the Partners and which are reproduced in Schedule 2 for ease of reference
“Governance Arrangements”	means the arrangements that have been put in place to govern the operation of this Agreement as outlined in Schedule 4
“Health Board”	means Swansea Bay University Health Board (and any successor to its statutory function);
“Health Related Functions”	means the Council functions set out in regulation 6 of the Regulations, which are reproduced in Schedule 2 for ease of reference;
“Host Partner”	means the Partner responsible for any Pooled Funds within a Scheme and its operation in accordance with Regulation 7 (4) of the Regulations;
“Joint Management Board”	means a group of officers for each Scheme who will assist the JPB in its activities through oversight of day to day management of the



	particular agreed Scheme and in accordance with Schedule 4;
“Joint Partnership Board referred to by abbreviation as JPB”	means the membership set out at Schedule 4 and which is responsible for the management of any scheme established under this Agreement and its delivery in accordance with the provisions of Schedule 4;
“Locality”	means the administrative area of the Council;
"Month"	means a calendar month;
“NHS Functions”	means those functions set out in regulation 5 of the Regulations as reproduced in Schedule 2;
“Partners”	means the Councils and the Health Board, and the term “Partner” shall mean either;
“Partnership Arrangements”	means the arrangements as set out in this Agreement concerning the planning, or arranging of services to Adults and Older People and in accordance with the Regulations and any Scheme;
“Partnership Lead”	means the officer responsible within the office of the Host Partner approved by the JPB who shall be the chair of the Joint Management Board;
“Pooled Fund Manager”	means the person determined from time to time under Clause 7.5 and who has been identified in the particular Schedules for a Scheme agreed by the JPB;
“Pooled Fund/Pooled Funds”	means the joint fund or joint funds of monies administered by the Partners from time to time being shared contributions from the Partners for the purpose of securing the Services in the Locality pursuant to this Agreement;

“Regulations”	means the NHS Bodies and Local Authority Partnership Arrangements Regulations 2000, S.I. No. 2993 (W.193) as amended or replaced from time to time;
“Revised Annual Plan”	means an annual statement of agreed intentions referred to in Schedule 4;
“Scheme”	means:- firstly at the Commencement Date the arrangements for the provision of Services set out in the Schedules and  secondly any additional Services which may be added by the method referred to in Clause 32;
“Services”	means the services which are to be made available to Service Users as described in Schedule 1 and such other services as the Partners may agree to be arranged for any particular Scheme and whose costs are to be met from the Pooled Fund or in respect of which the Partners have agreed to make expenditure;
“Service Users”	mean the people who receive the Services to be arranged by the Partners;
“SSWB(W)A 2014”	means Social Services and Well-being (Wales) Act 2014
“Term”	means the period from the Commencement Date and ending on 31 <sup>st</sup> March 2020 subject to earlier termination in accordance with the terms of this Agreement;

1.2 Save to the extent that the context or the express provisions of this Agreement otherwise require:-

1.2.1 obligations undertaken or to be undertaken by more than a single person shall be made and undertaken jointly and severally;

- 1.2.2 words importing any gender include any other gender and words in the singular include the plural and words in the plural include the singular;
- 1.2.3 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time;
- 1.2.4 Headings and the Index are inserted for convenience only and shall be ignored in interpreting or in the construction of this Agreement;
- 1.2.5 references in this Agreement to any Clause or Sub-Clause Paragraph or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause of or Schedule to this Agreement so numbered;
- 1.2.6 any obligation on any of the Partners shall be a direct obligation or an obligation to procure as the context requires;
- 1.2.7 any reference to “indemnity” or “indemnify” or other similar expressions shall mean that either Partner indemnifies, shall indemnify and keep indemnified and hold harmless the other Partner; and
- 1.2.8 any reference to a person shall be deemed to include any permitted transferee or assignee of such person and any successor to that person or any person which has taken over the functions or responsibilities of that person but without derogation from any liability of any original Partner to this Agreement;
- 1.2.9 this Agreement and its Schedules should be read as a whole but in the event of any inconsistency the Schedules shall have precedence

## **2. TERM**

- 2.1 This Agreement shall commence on the Commencement Date and shall continue for the Term, subject to earlier termination as provided below.
- 2.2 The Agreement may be terminated in accordance with the provisions of Clause 11.

## **3. AIMS AND OBJECTIVES**

- 3.1 The aims, benefits and intended outcomes of the Partners in entering in to this Agreement are as outlined at Schedule 1

## **4 FINANCIAL CONTRIBUTIONS**

- 4.1 The Budget for the first Financial Year together with the mechanism for calculating subsequent Budgets and contributions is set out in Schedule 3.
- 4.2 Any variation to the amounts described at Clause 4.1 shall be dealt with by the procedure set out in Schedule 3.
- 4.3 No provision of this Agreement shall preclude the Partners by mutual agreement making additional contributions from time to time of single non-recurring monies to the Pooled Fund but no such additional contributions shall be taken into account in the calculation of the Partners' respective contributions for the purpose of apportionment at Schedule 3.
- 4.4 Any such additional contributions of non-recurring monies shall be explicitly recorded in Joint Partnership Board minutes and recorded in the budget statement for a Scheme as a separate item.

## **5. NHS FUNCTIONS AND COUNCIL HEALTH RELATED FUNCTIONS**

- 5.1 The NHS Functions and the Council's Health Related Functions which may be carried out (in whole or part) by either Partner from time to time according to any Scheme are set out in Schedule 2.

## **6. THE SERVICES**

- 6.1 The Host Partner for the Scheme is identified in Schedule 1.
- 6.2 The Services shall be arranged by the JPB in accordance with the provisions of the relevant Schedules.
- 6.3 The Partners will ensure that the Welsh Government's Guidance on "Fair Access to Care" is fully implemented and that the Eligibility Criteria Thresholds as agreed by the Councils are consistently applied.
- 6.4 The Eligibility Criteria Threshold for the provision of Services will operate according to Schedule 1 for any Scheme.
- 6.5 The Partners will ensure that the Welsh Government's Guidance and Code of Practice issued under the SSWB(W)A 2014, are fully implemented and applied accordingly.

## **7. ARRANGEMENT OF SERVICES**

- 7.1 Pooled Funds shall be established for arranging the Services.
- 7.2 For any Scheme one of the Councils or the Health Board shall be the Host Partner for the purposes of Regulation 7(4) of the Regulations.
- 7.3. The Joint Partnership Board will be established in accordance with Schedule 4 to carry out the functions as set out in Schedule 4 and shall be supported by a Joint Management Board according to that Schedule's requirements.

- 7.4 The Pooled Fund Manager shall be responsible for the management of the Pooled Fund for a Scheme.
- 7.5 The Pooled Fund Manager shall be approved by the Partners who are not the Host partner for a Scheme (such approval not to be unreasonably withheld) and affirmed in the role by the Joint Partnership Board at the outset of a Scheme.
- 7.6 The Pooled Fund Manager where the Council is the Host Partner shall be accountable directly to the Partnership Lead for an approved Scheme.
- 7.7 The Pooled Fund Manager where the Health Board is the Host Partner shall be accountable directly to the Partnership Lead for an approved Scheme.
- 7.8 The internal regulations of the Host Partner shall apply to the management of the Pooled Funds under this Agreement, insofar as the funding is held and defrayed by the Host Partner.
- 7.9 The Pooled Fund Manager shall be responsible for authorising payments and the Host Partner shall make payments from the Pooled Fund and shall be responsible for authorising payments, insofar as the funding is held and defrayed by the Host Partner, in accordance with the Service description and the Aims and Objectives, as set out in Schedule 1 provided that the Partners shall be responsible for payments under regular day to day provision of the Service supplied directly through their own employees and/or contractors.
- 7.10 The Pooled Fund Manager shall be responsible for managing the Pooled Fund and forecasting and reporting to the JPB upon the targets and information in accordance with and any further targets or performance measures that may be set by the JPB from time to time.
- 7.11 The Pooled Fund Manager shall report to the Authorised Officers in accordance with the requirements of the Regulations. The Council's Authorised Officer shall in turn ensure reporting on the same to the officer of the Council responsible for the administration of their financial affairs under Section 151 of the Local Government Act 1972.
- 7.12 Each Partner shall comply with all Statutes, Regulations, Guidance, Directions and Directives relating to the provision of the Services or any part thereof.

## **8. FINANCIAL PERFORMANCE AND RISK SHARING ARRANGEMENTS**

- 8.1 The Pooled Funds are to be used solely to achieve the aims and objectives of a Scheme set out in Schedule 1 and according to the arrangements for spend and performance set out at Schedule 3 and 5.
- 8.2 The Pooled Fund Manager of a Scheme shall submit information monthly and report every three months in summary form to the JPB at its meetings, on spend and the performance information specified in the Appendix to Schedule 5 for a

Scheme. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met.

8.3 The Partners shall ensure:-

- a) The Pooled Funds are used efficiently to deliver agreed outcomes.
- b) The expenditure and income within the Pooled Funds remain within budget, and that any exceptions to this are reported to the JPB in a timely manner.
- c) A high level of probity in financial management arrangements.
- d) Resources allocated to Pooled Funds are safeguarded by suitable financial and management systems in accordance with each Partners financial procedures.

8.4 Subject to Welsh Government approval, the benefit of any surplus in the Pooled Fund at the end of any Financial Year may:

8.4.1 Be used for such other expenditure of the same general nature as that contained within the Scheme as the Partners may unanimously determine and

8.4.2 Where the Partners agree, remain within the Pooled Fund for a Scheme to be used to meet such other expenditure as the Partners may determine.

8.5 Subject to Welsh Government approval, where there is no agreement under Clause 8.4. (in full or in part), the benefit of any surplus in the Pooled Fund at the end of any Financial Year shall be distributed to the Partners pro rata to their contributions for the Financial Year.

8.6 The Partners shall take mitigating action as appropriate to ensure expenditure remains within the limit of a Pooled Fund and neither party shall act unreasonably to expose the other to undue financial risk.

8.7 Save:

8.7.1 to the extent that a party's liability arises pursuant to clause 12 and/or

8.7.2 to the extent agreed between the parties in writing;

And subject to clauses 4.3 & 15 the Partners shall be jointly responsible (in the proportions determined according to the formula for balancing payments as at Schedule 3 to the Agreement in respect of a Pooled Fund for the Financial Year) for any such costs, claims, expenses or liabilities incurred in accordance with the terms of this Agreement.

8.8 The monthly reports of the Pooled Funds Manager to be submitted to the Joint Partnership Board shall include:

- 8.8.1 Monthly financial performance reports detailing performance against agreed funding.
- 8.8.2 A variance analysis for the period and expected forecast outturn and where required, an explanatory note setting out actions being taken to tackle areas where there is a projected underspend or overspend against agreed budgets.
- 8.8.3 Annual statements of spend and performance against the Pooled Funds will also be provided in line with any statutory timescales required by either The Health Board or the Councils.
- 8.9 The Pooled Funds Manager shall maintain and provide in addition to information provided under Clause 8.8 above when requested by either of the members of the JPB at the expense of that Partner such information as shall be appropriate to describe the cost of arranged Services for so long as any part thereof is being provided to Service Users notwithstanding any notice of termination in accordance with Clause 11 & 25.
- 8.10 The governance arrangements shall be as set out in Schedule 4 for a Scheme.
- 8.11 Approval for all other reasonable administrative expenses incurred by the Pooled Funds outside of the budget in-year must be approved in writing in advance of spend and will require the agreement of the Partners before being accepted as an allowable charge to the particular Pooled Fund for a Scheme.

## **9. REVIEW**

- 9.1 The Partners, through the Joint Partnership Board, shall review the operation of the Scheme annually by 1st July of every year.
- 9.2 Reviews of this Agreement shall be conducted in good faith and in accordance with the governance arrangements set out in Schedule 4; shall be based upon information to be provided as set out in Schedule 4.
- 9.3 The Partners shall review the operation of this Agreement on the coming into force (or anticipation of the coming into force) of any legislation or guidance affecting the terms of this Agreement so as to ensure that the terms of this Agreement comply with such legislation or guidance.

## **10. FINANCIAL PLANNING AND BUDGET SETTING PROCESS**

- 10.1 The Partners will prepare planning assumptions of inflation allowances for salary and non-salary expenditure and income together with proposed variations to the expenditure budget in respect of for example:
  - 10.1.1 Growth and demographic changes
  - 10.1.2 Service enhancements and reductions
  - 10.1.3 Required efficiency/quality improvements
  - 10.1.4 Cost pressures/increases in demand; and expected changes in Service delivery costs
  - 10.1.5 National initiatives

- 10.2 These will be considered in the context of the overall budget of the Council and the Health Board as applicable.
- 10.3 The Budget for a Scheme and which is to be agreed by the Partners will take into account effects on other budgets and the financial resources of the Partners.
- 10.4 Where the Partners do not agree an annual Budget by the time of the commencement of a new Financial Year they shall remain liable to contribute the same sum as was identified as their contribution in the previous Financial Year (together with any inflation on salaries including increments and pay settlements) until such time as an annual review at Clause 9 or termination takes effect.
- 10.5 As part of the annual Budget setting process, the Partners shall seek appropriate advice in respect of the factors outlined in clauses 10.1 and 10.3 above.

## **11. TERMINATION**

- 11.1 If the Health Board or the Council(s) fails to meet any of its respective obligations under this Agreement, any Partner may by written notice request the Partner in default to take such reasonable action to rectify such failure within 60 days of the date of the notice.
- 11.2 Should the Partner in default fail to rectify such failure within such time-scale, the other Partner(s) may give a minimum of three months written notice to terminate the Agreement.
- 11.3 Any Partner shall be entitled to terminate this Agreement immediately by notice to the other Partner(s), if the other Partner(s), its employees or agents either offer, give or agree to give to anyone any inducement or reward or confers any other benefit in respect of this or any other Agreement (even if the Partner is unaware of any such action) or otherwise commits an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972.
- 11.4 Any Partner is entitled to terminate this Agreement forthwith by written notice to the other Partner(s) if an event of force majeure pursuant to clause 28 persists for more than 3 months.
- 11.5 Any Partner is entitled to terminate this Agreement by giving not less than twelve months written notice to the other such notice to end at the end of a Financial Year.
- 11.6 The Partners may mutually agree that this Agreement is terminated on an agreed date. For the avoidance of doubt where one Partner terminates their involvement in this Agreement the, Agreement shall remain in force subject to appropriate variations being agreed between the remaining Partners.



- 11.7 Any termination of this Agreement under this Clause shall be without prejudice to any continuing obligations of the Partners under Clause 12.
- 11.8 Any addition or removal of a Scheme or the Services provided pursuant to this Agreement shall be dealt with in accordance with Clause 32.
- 11.9 Any Partner may withdraw from this Agreement by mutual agreement of all partners at a date to be agreed by the partners.
- 11.10 Any Partner withdrawing from this Agreement pursuant to Clause 11.6 and 11.9, shall cease being part of the Partnership Arrangements upon expiry of the notice period.
- 11.11 The withdrawal of a Partner from this Agreement pursuant to Clause 11.6 and 11.9 shall not cause this Agreement to terminate, but shall entitle the remaining Partners to continue with the Partnership Arrangements.

## **12. EFFECTS OF TERMINATION**

- 12.1 Notwithstanding any notice of termination in accordance with Clause 11 & 25
- 12.1.1 the Partners shall continue to be liable to arrange the Service within a Scheme in accordance with this Agreement until the actual date of termination;
- 12.1.2 the Partners shall remain liable to operate the Pooled Fund for a Scheme in accordance with this Agreement so far as is necessary to ensure fulfilment of the obligations in Sub-Clause 12.1.1; and
- 12.1.3 for the avoidance of doubt the Partners shall remain liable to contribute that proportion of the cost of a Scheme which comprises its contribution until the termination takes effect;
- 12.1.4 in the event that the Partners have jointly agreed to procure a contract with a provider for the provision of any part of the Services and one Partner (the "Contributing Partner") has agreed to make a contribution to the other in respect of the costs of that contract the Contributing Partner shall continue to pay such contribution while that contract subsists.
- 12.1.5 the Partners shall cooperate together to ensure that any Service User who has started to receive a service under this Agreement continues to receive an appropriate service whilst the Partners make arrangements to revert to separate service provision.
- 12.1.6 the Partners shall cooperate together to facilitate the orderly winding up of the Partnership Arrangements and shall act to avoid any redundancies amongst staff of the Host Partner who are funded whether in part or in whole from the Pooled Fund.

12.1.7 the Partners shall contribute equally to any redundancy costs of the Host Partner arising out of the termination.

12.2 Subject to the foregoing commitments of the Partners, following termination of this Agreement, in the event that the Host Partner holds any funds surplus to any outstanding financial commitments or requirement to repay Grant Funding for the purpose of the Service those funds shall be divided between the Partners in the percentage shares identified in Schedule 3

12.3 Subject to compliance with any Grant Funding conditions, any assets purchased from the Pooled Fund will be disposed of by the Partners for the purposes of meeting any of the costs of winding up the Service or where this is not practicable such goods will be shared proportionately between the Partners in the percentage shares identified in Clause 12.2 above.

12.4 In the event that this Agreement is terminated the Partners agree to co-operate to ensure an orderly wind up of their joint activities as set out in this Agreement so as to minimise disruption to all Service Users carers and Staff, and comply with individual rights as set out in their contract of employment.

12.5 The operation of this Clause 12 together with Clauses 14, 15, 17, 18 and 19 shall survive the termination or expiry of this Agreement.

### **13. SCRUTINY**

13.1 The Partners will make senior officers available to attend each other's committees and boards with responsibility for the development of policy and the scrutiny of decisions taken in relation to the Services.

### **14. EXTERNAL INSPECTION AND MONITORING**

14.1 The Partners Shall:

14.1.1 comply with any statutory inspection requirements in relation to Services and will liaise as required with the Welsh Government and the Care and Social Services Inspectorate Wales (CSSIW) and /or Healthcare Inspectorate Wales (HIW)/ Social Care Wales (SCW) and/or other relevant regulatory bodies.

14.1.2 provide appropriate access and information to any external body empowered by statute to inspect or monitor the Partners' discharge of the Services.

14.1.3 work together to ensure that recommendations made to the Council pursuant to its outcome agreement with the Welsh Government or any other administrative procedure which replaces it are implemented.

### **15. INDEMNITY AND INSURANCE**

15.1 The Partners shall maintain (during the term of this agreement together with any period during which the Services are provided under clauses 12.1.4 and

12.1.5) employers liability insurance to a minimum level of ten million pounds (£10,000,000) per claim or aggregate cover of ten million pounds (£10,000,000) in any Financial Year and public liability insurance or its equivalent in respect of the Services provided under this Agreement to a minimum level of ten million pounds (£10,000,000) per claim or aggregate cover of ten million pounds (£10,000,000) of claims in any Financial Year and shall review the adequacy of such cover not less frequently than once in each Financial Year. Provided that the Councils acknowledge that the Health Board participates in the Welsh Risk Pool indemnity arrangements and accept that this participation satisfies the Health Board's obligations under this clause 15.1.

15.2 Any Partner shall upon request from another Partner from time to time:

15.2.1 provide evidence that the insurance arrangements required by clause 15.1 and 15.10 are fully paid up and in force;

15.2.2 allow the requesting Partner to inspect its insurance policies; and

15.2.3 provide the requesting Partner with copies of the full policy document.

15.3 Subject to Clause 15.4 each Partner (the "Indemnifying Partner") shall indemnify the other Partner, their officers, employees and agents against any damage, cost, liability, loss, claim or proceedings whatsoever arising in respect of:

15.3.1 any damage to property real or personal including (but not limited to) any infringement of third party patents copyrights and registered designs;

15.3.2 any personal injury including injury resulting in death;

15.3.3 any fraudulent or dishonest act of any of its officers, employees or contractors;

15.3.4 any negligent act or omission of its officers, employees or contractors

14.3.5 any breach of the obligations under this Agreement or any related statutory provision

14.3.6 any other civil claim including any claim under contract arising out of actions undertaken by the Host Partner acting within its proper authority under this agreement

or arising out of or in connection with the Service.

15.4 Where the Indemnifying Partner has only contributed partially to the cause of any damage, cost, liability, loss, claim or proceedings, it shall only be liable to indemnify the other Partner for such proportion of the total costs of such damage, cost, liability, loss, claim or proceedings as its contribution to the cause bears to the total damage, cost, liability, claim or proceedings. Where the Partners are unable to agree any such apportionment, the disputes procedure in Clause 19 shall apply.

- 15.5 In the event that it cannot be determined which Partner(s) caused or contributed to any damage, cost, liability, loss, claim or proceedings then liability for such sum shall be determined in accordance with the ratio of the Partners contribution to the Pooled Fund.
- 15.6 The indemnity at Clause 15.3 shall apply to any such claim or proceeding:-
- 15.6.1 unless, as soon as reasonably practicable following receipt of notice of such claim or proceeding, the Partner in receipt of a claim shall have notified the other Partner in writing of it, and shall, upon any of the latter's request and at the latter's cost, have permitted the former to have full care and control of the claim or proceeding, using legal representation approved by the latter Partner, such approval not to be unreasonably withheld; or
- 15.6.2 if the Partner in receipt of the claim or proceeding, its employees or agents shall have made any admission in respect of such claim or proceeding or taken any action related to such claim or proceeding prejudicial to the defence of it without the written consent of the other Partner (such consent not to be unreasonably withheld or delayed), provided that this condition shall not be treated as breached by any statement properly made by the Partner in receipt of the claim, its employees or agents in connection with the operation of its internal complaints procedures, accident reporting procedures or disciplinary procedures or where such statement is required by law.
- 15.7 Each Partner shall keep the other Partners and their legal advisers fully informed of the progress of any such claim or proceeding, will consult fully with the other Partners on the nature of any defence to be advanced and will not settle any such claim or proceeding without the written approval of the other Partners affected (such approval not to be unreasonably withheld).
- 15.8 Without prejudice to the provisions of Clause 15.5, the Partners will use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any such claim or proceedings of which they are directly aware and shall keep each other reasonably informed of developments in relation to any such claim or proceeding even where they decide not to make a claim under this indemnity.
- 15.9 The Partners shall each give to the other such help as may reasonably be required for the efficient conduct and prompt handling of any claim or proceeding.
- 15.10 The Partners shall ensure that they maintain policies of insurance (or in the case of the Health Board, equivalent arrangements through the schemes operated by the Welsh Risk Pool) to cover the matters referred to in Clauses 15.3 including but not limited to employers liability, public liability and other liabilities to third parties.

15.11 The Partners will maintain the insurances set out in Clause 15.1 and 15.10 for a period of 12 years following any termination or expiry of the Agreement

## 16. **ADDITION VARIATION OR REMOVAL OF SERVICES**

16.1 No variation to this Agreement shall be effective unless it is in writing and contained in an agreement executed by the Partners using the same formalities as this Agreement.

16.2 The Partners may (subject to Clause 16.1, the duty to consult and other constraints contained in the Regulations) by mutual consent add further Schemes or Services to this Agreement or either remove Schemes or Services from it or vary those Schemes.

16.3. The Schemes or Services shall be added varied or removed by such amendment to the Schedules and the body of this Agreement as the Partners may agree which may include separate description of the Schemes or Services, Pooled Funds and management arrangements such as Delivery Boards.

## 17. **CONFIDENTIALITY AND DATA PROTECTION**

17.1 The Partners comply and have adequate measures in place to ensure its compliance at all times with the provisions and obligations of the Data Protection Act 2018 ( the “DPA”) and the General Data Protection Regulation 2016/679 (the “GDPR”). This shall include but is not limited to:

17.1.1 Partners shall not use Personal Data, Protected Data and Sensitive Personal Data (as both defined in the DPA and the GDPR) or any part thereof for any purposes whatsoever other than for the purpose of performing the Services

17.1.2 Partners shall keep and dispose of all Personal Data and Sensitive Personal Data in a safe and secure manner

17.1.3 Partners shall retain all Personal Data, Protected Data and Sensitive Personal Data for only as long as is necessary for performing the Services

17.2 Partners shall immediately inform each other in the event of any breaches or suspected breaches of the provisions of the DPA and GDPR in relation to information obtained in the course of performing the Services

17.3 Each Partner shall:

17.3.1 treat as confidential and provide appropriate safeguards for all or any information which belongs to and has been supplied by and designated as confidential by the other Partner howsoever or in whatsoever manner such information is conveyed or stored, including information which relates to the business, affairs, assets, goods or services or operations of the other Partner (“Confidential Information”); and

17.3.2 not disclose any Confidential Information to any other person without the prior written consent of the Partner, except to such person and to such extent as may be necessary for the performance of the Services or as required by law.

17.4 The Partners shall take all necessary precautions to ensure that all Confidential Information obtained from either Partner under or in connection with the Services:-

17.4.1 is given only to such of the staff engaged in connection with the performance of the Services as is strictly necessary for the performance of the Services and only to the extent necessary for performance of the Services;

17.4.2 is treated as confidential and not disclosed (without prior approval) or used by any staff otherwise than for the purposes of the Services.

17.5 The Partners agree that information relating to the provision of Services as defined in this Agreement may also be shared with the Welsh Government, Welsh NHS bodies, the Audit Commission and the Wales Audit Office where this is necessary for them to meet their obligations as defined by statute, regulation or contractual commitment.

17.6 The obligations of confidentiality in this clause 17 shall not extend to any matter which any Partner can show:

17.6.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or

17.6.2 is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

## **18. FREEDOM OF INFORMATION**

18.1 Each of the Partners is a public authority within the meaning of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). The Partners agree that they will each co-operate with one another to enable any Partner receiving a request for information under the FOIA or the EIR 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, directing requests to other Partners or parties as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

## **19. DISPUTE RESOLUTION**

19.1 Prior to any dispute difference or disagreement being referred to mediation pursuant to the remaining provisions of this paragraph 19 the Partners shall seek to resolve the matter as follows:

19.1.1 in the first instance the issue shall be considered by chief officers with delegated responsibility for the Service

19.1.2 if the aforementioned chief officers are unable to resolve the matter within 30 working days then the issue shall be referred to the Head of Paid Service of the Council and the Chief Executive officer of the Health Board ('the Heads of Paid Service')

19.1.3 if the Heads of Paid Service are not able to resolve the matter within a further thirty (30) working days the provisions of paragraph(s) 19.2 and 19.3 shall take effect

19.2 In the event of the Heads of Paid Service not being able to resolve the matter shall be dealt with by the following mediation procedure:

19.2.1 for the purpose of this paragraph 19.2 a dispute shall be deemed to arise when one Partner serves on the other a notice in writing stating the nature of the dispute

19.2.2 every dispute notified under this paragraph 19.2 shall first be referred to mediation in accordance with the mediation procedures of the Alternative Dispute Resolution Group London

19.2.3 the mediator shall be agreed upon by the Partners and failing such agreement within fifteen (15) working days of one Partner requesting the appointment of a mediator and proposing a name then the mediator shall be appointed by the head of the division of the Welsh Government for the time being with responsibilities for the oversight of the Services

19.2.4 unless agreed otherwise the Partners shall bear their own costs of the mediation and share equally the costs of the mediator

19.2.5 the use of mediation will not be construed under the doctrines of laches waiver or estoppel to affect adversely the rights of any Partner and in particular any Partner may seek a preliminary injunction or other judicial relief at any time if in its judgment such action is necessary to avoid irreparable damage

19.3 In the event of the Partners failing to reach agreement following mediation the following procedure shall be followed:

- 19.3.1 in the event of the Partners failing to reach agreement on their dispute or difference following mediation pursuant to paragraph 19.2 one Partner may serve on any other a notice in writing stating the nature of the matters still in dispute
  - 19.3.2 the dispute or difference shall then be referred to the arbitration of a sole arbitrator to be appointed in accordance with Section 16(3) of the Arbitration Act 1996 (“the Arbitration Act”)
  - 19.3.3 in the event of failure of the Partners to make the appointment pursuant to Section 16(3) of the Arbitration Act the appointment shall be by the President (or if the President be unwilling, unable or unavailable) the Vice President for the time being of the Law Society
  - 19.3.4 the arbitration will be regarded as commenced for the purposes set out in Section 14(1) of the Arbitration Act when one Partner sends to the other written notice in accordance with the Arbitration Act
  - 19.3.5 the arbitration shall be conducted in accordance with the Rules of the Chartered Institute of Arbitrator(s) or any amendment or modification thereof being in force at the date of commencement of the arbitration
- 19.4 This dispute resolution procedure cannot be used in relation to any dispute relating to the setting of the Budget or any revision of this Agreement

## **20. EXCLUSION OF PARTNERSHIP AND AGENCY**

- 20.1 The Partners expressly agree that nothing in this Agreement in any way creates a legal partnership between them.
- 20.2 No Partner nor any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Partner, except where expressly permitted by this Agreement.

## **21. ASSIGNMENT AND SUB AGREEMENTS**

- 21.1 No Partner shall assign nor transfer the whole or any part of this Agreement, without the prior written consent of the other Partner, except where expressly permitted by the Agreement.
- 21.2 Any Partner shall be entitled to assign novate or otherwise transfer its rights and obligations pursuant to this Agreement to a statutory successor. This Agreement shall be binding on and shall endure to the benefit of the Health Board and the Council and their respective successors and permitted transferees and assignees.

## **22. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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



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

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

### **23. PROBITY AND QUALITY CONTROL**

23.1 The Partners shall ensure that any complaints received about the Service shall be dealt with promptly and in accordance with their adopted complaints procedures.

### **24. COMPLAINTS**

24.1 The Partners shall ensure that any complaints received about the Service shall be dealt with promptly and in accordance with their adopted complaints procedures.

24.2 In circumstances where the complaints policies and procedures of more than one Partner may apply the Partners shall agree which shall be applied and in the absence of agreement the Host Partner shall determine which policy or procedure will apply.

24.3 Where applicable any complaints which have not been resolved under the above sub clause shall be dealt with under any appropriate statutory complaints procedure which applies to that class of complaint.

24.4 The Partners shall ensure that any service providers appointed to provide the Services shall have appropriate complaints procedures which are communicated to Service Users and to confirm that Service Users have a separate right to complain to Care and Social Services Inspectorate of Wales and that appropriate liaison will take place between the Host Partners and the service provider where any complaints affect their respective responsibilities.

### **25. NOTICES**

25.1 All notices under this Agreement shall only be validly given if given in writing, addressed as follows:-

25.1.1 if to the Health Board, addressed to its Chief Executive as above;  
or

25.1.2 if to the Council, addressed to its Chief Executive as above.

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

- 25.3 Notices shall be deemed to be served at the time when the notice is handed to or left at the address of the party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post) or at 10 a.m. on the next day (not being a Saturday, Sunday or public holiday) following dispatch if sent by facsimile transmission.
- 25.4 To prove service of any notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery or by first class post. In the case of a notice given by facsimile transmission, it shall be sufficient to show that it was dispatched in a legible and complete form to the correct telephone number without any error message on the confirmation copy of the transmission.
- 24.5 Any Partner serving a notice on another Partner under this Clause shall promptly copy such notice to the other Partners.

## **26. NOTIFICATION TO THE WELSH GOVERNMENT**

- 26.1 In accordance with the relevant guidance the Partners agree that they shall lodge with the Welsh Government a copy of this Agreement and any Services added under Clause 32.

## **27. GENERAL PRINCIPLES**

- 27.1 In relation to the Services, the Partners shall:
- 27.1.1 treat each other with respect and an equality of esteem;
  - 27.1.2 be open with information about the performance and financial status of each;
  - 27.1.3 provide early information and notice about relevant problems; and
  - 27.1.4 co-operate with each other to agree joint protocols and any variance in such protocols as may be required from time to time.

## **28. FORCE MAJEURE**

- 28.1 In this Agreement "force majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, fire, flood or storm.
- 28.2 If any party is prevented or delayed in the performance of any or all of its obligations under this Agreement by force majeure, that party shall forthwith serve notice in writing on the other party or parties specifying the nature and extent of the circumstances giving rise to force majeure and shall, subject to

service of such notice (and to Clause 28.4), have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.

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

28.4 If any party is prevented from performance of any or all of its obligations for a continuous period in excess of three months the other party may terminate this Agreement forthwith by written notice, in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

## **29. SEVERABILITY**

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

## **30. WAIVER**

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

## **31. GOVERNING LAW**

31.1 This Agreement shall be considered as a contract made in England and Wales and shall be subject to the laws of England and Wales as they apply in Wales.

31.2 Subject to the provisions of any jointly agreed dispute resolution procedure, all the parties agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Agreement and irrevocably submit to the jurisdiction of those courts.

**32. ADDITION OR REMOVAL OF SERVICES**

- 32.1 The Partners may (subject to the duty to consult and other constraints contained in the Regulations) by mutual consent add further Schemes or Services to this Agreement or remove Schemes or Services from it or vary those Schemes.
- 32.2 The Schemes or Services shall be added or removed by such amendment to the Schedules and the body of this Agreement as the Partners may agree which may include separate description of the Schemes or Services, Pooled Funds and management arrangements such as JPBs and Joint Management Boards.
- 32.3 These amendments shall be contained in an agreement executed using the same formalities as this Agreement

**IN WITNESS** whereof the Partners have executed this Agreement as a Deed the day and year first before written.

Executed as a deed by affixing the

**COMMON SEAL** of  
**SWANSEA BAY UNIVERSITY**

**HEALTH BOARD**

In the presence of:

Signed (Authorised Officer):

Name/Position:

Executed as a deed by affixing the

**COMMON SEAL** of  
**NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

In the presence of:

Signed (Proper Officer)

Name/Position

Executed as a deed by affixing the

**COMMON SEAL** of **SWANSEA COUNCIL**

In the presence of:

Signed (Authorised Signatory)

Name/Position

## SCHEDULE 1: THE SERVICES:

### Host Partner, Aims and Outcomes & Access to Service

#### INTRODUCTION

Services Aims and Outcomes for the service at commencement of this Agreement are as set out here with details of the Host Partner.

1. **HOST PARTNER: The Council of the City & County of Swansea**

2. **POOLED FUND FOR CARE HOMES JOINT MANAGEMENT BOARD:**

- 2.1 The Partnership Lead Officer:.....
- 2.2 The Pooled Fund Manager .....
- 2.3 Other members comprising
  - One non-host partner officer.....
  - One Finance officer (Council).....
  - One Finance officer (Health Board).....

#### 3.0 AIMS & OBJECTIVES

- 3.1 The overarching strategic aim of this Agreement is:-
- 3.2 To ensure coordinated arrangements for ensuring integrated provision of high quality, cost effective Care Home services for older people aged 65 and over, which meet local health and social care needs, through the establishment of pooled fund arrangements under Section 33 of the Act from 6th April 2018.
- 3.3 The Regional Health and Social Care partnership was established to co-design and deliver services that meet the current and future needs of people in Neath and Port Talbot and Swansea Local Authority areas.
- 3.4 This Agreement seeks to maximise the efficiency of Care Home services for older people aged 65 and over by delivering integrated provision from a pooled fund from 2019/20.

It builds on the Western Bay documents: "Delivering Improved Community Services (2013), the "*Statement of Intent on Integration*" (2014) and the Commissioning Strategy for Care Homes for Older People (2016 – 2025). It further builds on the Western Bay Population Assessment developed in 2017 and subsequent Area Plan developed in 2018.

- 3.5 The document takes account of other local plans being developed, such as the Health Board's Three Year Plan, the Primary and Community Delivery Unit Strategy, the Local Authority's Commissioning intentions and each Local Authority area's Wellbeing Assessments and subsequent Wellbeing Plans.

## 4. PURPOSE AND KEY PRINCIPLES

4.1 Across the regional footprint there are excellent examples of effective partnership working, with health and social care increasingly being delivered through integrated care models. Similar arrangements are being implemented in the three Local Authority areas for intermediate care models and each has a similar Pooled Fund Agreement. This Agreement enhances achievements to date by building on an established set of principles to provide a mechanism for closer and faster integration in relation to older persons care home services across West Glamorgan.

4.2 The approach of the Partners will be consistent with requirements arising under the Social Services and Wellbeing (Wales) Act 2014 and the principles in “Sustainable Social Services: A Framework for Action” which sets out the action needed to ensure care and support services respond to rising levels of demand and changing expectations, particularly for frail older people.

4.3 This will help the Partners achieve more integrated commissioning arrangements which benefit citizens in the following ways as stated in the Western Bay Commissioning Strategy for Care Homes for Older People:

- **Better access to care home services most suitable to people’s needs** – Including the type and level of provision and other factors such as their preferred location, layout and environment. A specific aspect of this is that the Western Glamorgan Partners hope to reduce the number of people living in care homes outside of the region because the services they want and require are not available.
- **Increased choice for service users** – This includes choice for a person about which care home they live in. It also includes choice for a person about the service they receive whilst living in a care home, e.g. in relation to food, activities and other aspects of their lifestyle.
- **Consistent high levels of quality standards for service users** – Having regard to regional quality standards framework and other contract monitoring activity such as evidence from service users, family members and staff feedback.
- **Increased independence for service users** – This focuses on the way services are delivered, opportunities for service users to return to independent living where possible, and where this is not possible, should lead to people living as independently as they can in the care home they call home.
- **Services that offer value for money** – There is clarity, transparency and shared expectations about the fees paid to care home providers and the services delivered to residents.
- **An effective and sustainable care home market** – The care home market and the commissioners and providers within it will be able to operate effectively and the commissioning model will achieve the right balance

between the needs and requirements of all parties to ensure the market is sustainable in the long term.

- **Attract high quality care home providers to the West Glamorgan area** – Ensure the concept of developing and expanding business practices for care home providers is an attractive option within West Glamorgan region.

4.4 Through this Agreement the Partners will pool their funds and resources to deliver the maximum impact for residents.

4.5 The Agreement's primary purpose is to:-

- Achieve the highest quality of care with service users being at the heart of service planning, commissioning and delivery via a single Pooled Fund.
- Adopt transparent use of resources with shared decision making, aligned budgets, identifiable expenditure and shared financial commitments.
- Achieve more integrated commissioning processes which create a shared understanding of the market and maximises capacity to shape the market.
- To increase the operational efficiency and economies of scale of the services and ensure equitable and sustainable use of health and social care resources.
- To maximise opportunity to target resources where they are most needed.
- To optimise the mix of service provision skills across health and social care and develop more rewarding jobs and careers for staff working in the care home sector
- To enhance creativity and problem solving within the various multidisciplinary services with quicker decision making
- To support the delivery of the Primary Care and Community Strategy for Wales, Welsh Older Person's NSF, Fulfilled Lives Supportive Communities and the Welsh Government's Chronic Condition Model.

## **5. SERVICE DELIVERY SCOPE AND OBJECTIVES**

5.1 The pooled fund will include care and accommodation for older people aged 65 years and over who need long term care in registered residential settings because they have complex health and social care needs that require supported interventions on a 24 hour basis that cannot be delivered in their own home or alternative settings.

5.2 The pooled arrangement will apply to commissioned services i.e. residential, nursing and continuing health care funded beds.

5.3 It will apply regardless of the cost of placement and will therefore include some specialist provision; for example care for older people aged 65 and



over who have acquired brain injury or a degenerative neurological disorder.

5.4 It will apply for those who have physical health and social care needs as well as those who are living with dementia.

5.5 Initially the pooled fund will not apply to placements made under s117 or in relation to care home services specialising in functional mental health where older persons may reside. Neither will it apply to Local Authority owned and managed homes.

5.6 The scope of the pooled fund will be reviewed annually and if necessary updated to reflect changes to commissioning priorities and/or requirements of Welsh Government.

5.7 Pooled funds should operate as a mechanism for achieving integrated systems of care that are more person centred and improve outcomes for people. This agreement should support integrated commissioning arrangements which ensure that every older person in a care home:

- Is able to access high quality information and advice
- Is able to live as independently as possible
- Is treated as an individual whose dignity and choice is respected
- Is supported to accomplish things which are important to them
- Is not subjected to discrimination, prejudice or abuse
- Is actively involved in guiding their own support wherever possible
- Has their voice heard either directly or with assistance from family, friends or an independent advocate
- Is able to live or stay in an environment in which they feel comfortable, safe and secure
- Is assisted (when required) to access the same health services their contemporaries access
- Is supported to overcome social isolation and loneliness by getting involved with activities which are important to them within the care home and the wider community
- Receives care and support that is safe, efficient and effective from appropriately trained staff
- Has individualised end of life care and a dignified death in their place of choice

**6. Key strategic service delivery objectives shall include:-**

- To achieve equilibrium between supply and demand for services at both local and regional levels and enable sufficient choice for citizens at ordinary rates regardless of need.
- To reduce unscheduled hospital admissions through enhanced focus on reablement or step up services.
- To reduce occupancy of hospital beds by residents of the Local Authority area used for post-acute recuperation or step up.

- To reduce the proportion of people receiving managed care entering long term residential and nursing homes.
- To optimise support for carers through availability of respite services which support the region's preventative agenda.

## **8. SERVICE IMPROVEMENT OBJECTIVES**

8.1 The Pooled Fund arrangement is being implemented as part of the West Glamorgan Adult Services Transformation Programme. It will support a range of service improvements as required and funded by the Partners.

8.2 The objectives for improvement will include:

- Improved resident experience by improving access to services and pathways between services.
- Embedding the new model of integrated care and ensuring the benefits are delivered as planned to patients, service users and each organisation
- Development of the support processes and improvement of efficiency by reducing duplication, improving business processes and reducing administration effort
- Optimisation of the skills mix across health, social care, third sector and carer provision
- Workforce development and enhancing job satisfaction and career options by addressing the traditional barriers to inter-disciplinary working and staff progression
- Capture and reporting of better information about service user outcomes, the use of resources and the cost of services for use in continuous improvement
- The development of an informal and systematic ways in which to ensure better understanding of the quality of life of older people through listening to them directly and ensuring the issues they raise are acted upon
- Maximising the impact of the Budget by improving the resourcing processes, developing multi-disciplinary teams, enhancing cross-organisation team working, reducing operational duplication/administration and sharing equipment and facilities.

## **9. SERVICE PERFORMANCE MEASUREMENT**

9.1 A set of measures will be adopted to monitor, report and improve the service. They will be produced quarterly to demonstrate the extent to which the Partnership's objectives are being delivered.

9.2 They will include:

- Unscheduled care admissions from care homes
- Post-Acute bed occupancy Care Home admissions
- Number of care home placements commencing directly from hospital
- Expenditure on residential care placements, funded nursing care placements and continuing health care placements
- Demand and expenditure for respite services (emergency and planned)
- Demand and expenditure for intermediate care step up/step down services

**SCHEDULE 2:**  
**THE HEALTH BOARD'S NHS HEALTH CARE FUNCTIONS AND THE**  
**COUNCIL'S HEALTH RELATED CARE FUNCTIONS**

**THE HEALTH BOARD'S NHS HEALTH CARE FUNCTIONS**

The Health Board's NHS Health Care Functions of providing, or making arrangements for the provision of, Services:-

- (a) (i) under sections 2 and 3(1) of the National Health Service Act 1977, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments;
- (ii) under section 5(1), (1A), and (1B) of, and Schedule 1 to, the National Health Service Act 1977; and
- (b) the Functions under sections 25A to 25H and 117 of the Mental Health Act 1983.

**THE COUNCIL'S HEALTH RELATED CARE FUNCTIONS**

The Council's Health Related Functions are:-

- (a) the Functions specified in Schedule 1 to the Local Authorities Social Services Act 1970 except for the Functions under:-
  - (i) sections 22, 23(3), 26(2) to (4), 43, 45 and 49 of the National Assistance Act 1948;
  - (ii) sections 6 and 7B of the Local Authorities Social Services Act 1970;
  - (iii) sections 1 and 2 of the Adoption Act 1976;
  - (iv) sections 114 and 115 of the Mental Health Act 1983;
  - (v) The Registered Homes Act 1984; and
  - (vi) Parts VII to X and section 86 of the Children Act 1989; and
- (b) the Functions under sections 5, 7, or 8 of the Disabled Persons (Services and Consultation and Representation) Act 1986 except in so far as they assign Functions to a Local Authority in its capacity of a Local Education Authority.

**SCHEDULE 3: RESOURCES:  
Finance & Budget Setting**

**1. Introduction**

- 1.1 This Schedule outlines the formula governing budget setting, outturn and balancing payments for Pooled Fund resources.
- 1.2 This Schedule provides details of the budgets, goods and services to be made available by the Partners for a Scheme.

**2. Budget**

- 2.1 For the Financial Year 2019/2020 the Budget for the Service shall be as set out in Appendix 1 to this Schedule notwithstanding that the Commencement Date is after the start of that Financial Year.
- 2.2 The initial budget planning assumptions of each Partner shall be shared by the Partner's financial leads and the Pooled Funds Manager shall ensure that any matters relating to the Pooled Fund of a particular Scheme that might have a material effect on planned expenditure or income are identified and reported to the Adults Services Transformation Board which shall be no later than 31 December prior to the commencement of any Financial Year.
- 2.3 By 31<sup>st</sup> January before the commencement of the second or any subsequent Financial Year of the Term the Council and the Local Health Board shall advise each other of their anticipated budgeted expenditure in respect of that Financial Year. In the event that the amount of the anticipated budget alters during any formal budget approval process, then the one party shall advise the other parties of that change without delay.
- 2.4 By 31<sup>st</sup> March before the commencement of any Financial Year the Councils and the Local Health Board shall advise each other of their agreed budgeted expenditure on the Service for the following Financial Year.
- 2.5 The Budget as approved by the Partners will be presented by the Pooled Fund Manager to the Adults Services Transformation Board in each Financial Year for the Budget to be received by the Adults Services Transformation Board.

**3. Calculation of Outturn and Balancing Payments**

- 3.1 For the purpose of calculating the percentage contribution of the Partners, the outturn of expenditure and any balancing payments which may be required between Partners the provisions of Appendix 2 to this Schedule apply.

3.2 If there is any underspend of pooled budgets at the end of the financial year, the split should be based on the original percentage contribution agreed in Appendix 2 to this Schedule.

#### **4. Financial Performance and Risk Sharing Arrangements**

4.1 The Host Partner for the operation of the Scheme shall appoint a Pooled Funds Manager (and there may be a separate Pooled Funds Manager for each Scheme) with responsibility for the integrated management of the Pooled Fund, subject to the governance arrangements set out in Schedule 4 to this Agreement.

4.2 The Budget is to be used solely to achieve the aims and outcomes set out in Schedule 1 to this Agreement and which, with revision to the Schedule 3 for a Scheme and the performance framework as appended at Schedule 4 for a Scheme will comprise the Revised Annual Plan for a Scheme.

4.3 Each Partner will provide data set out at appendix 2 to the Pooled Funds Manager by the last Friday of each month to enable the Pooled Fund Manager to submit reports to the Adults Transformation Board on a two monthly basis on the financial information and spend as referred to in Schedule 3 and the information specified at the Appendix to Schedule 5.

4.4 Quarterly reports in summary will be provided to the Adults Services Transformation Board at its meetings or more frequently if required.

4.5 Information is to be reported separately in respect of Pooled Funds for each Scheme. The Partners agree to provide all necessary information to the Pooled Funds Manager in time for the reporting requirements to be met.

4.6 The Pooled Funds Manager shall ensure that action is taken to manage any projected under or overspends from the budgets relating to the Fund, reporting on the variances and the actions taken or proposed to the Adults Services Transformation Board.

4.7 If at any time during the Financial Year there is a projected under or overspend on the Fund the Pooled Funds Manager will prepare an action plan for presentation to, and agreement of the Adults Services Transformation Board in order to manage the variance, for the particular scheme as quickly as possible.

4.8 The Adults Services Transformation Board will consider any action plan where required and amend if appropriate or agree additional actions to be taken to manage the variance.

4.9 The Pooled Funds Manager will provide monthly progress reports to the Adults Services Transformation Board on implementation of any action plan, until such time that the under or overspend has been dealt with to the satisfaction of the Adults Services Transformation Board keeping it informed at all times.

## **5. Construction of Budget and Basis of Contributions**

For the avoidance of doubt, any personal contributions payable by Service Users towards any Council services will continue to be collected by the Council, and not form part of the Pooled Fund.

## **6. Resources Available and in Support of the Partnership Outside of Pooled Funds**

6.1 Each Partner shall provide resources outside of the Pooled Fund, unless otherwise agreed by the Adults Services Transformation Board, for those activities deemed necessary to enable this Agreement to be discharged. These include, but are not limited to the following services:-

- Personnel
- Contracts and management functions
- Operations functions
- IT functions
- Finance functions
- Property functions

6.2 Where additional work in support of the Service outside of Pooled Funds is at the request of any Partner to the other Partner, a charge can be raised by mutual agreement of the Partners where this constitutes an additional expense for the requesting Partner.

## **7. Accommodation Arrangements for Services**

The Partners shall continue to provide or make available the premises (or suitable alternatives) that they provided or made available for the purposes of the Service before the Commencement Date, with the same level of support services and facilities management.

## **8. Commissioning and Procurement Arrangements**

8.1 The Partners agree that:-

8.1.1 The Financial, Procurement and Contract Procedure Rules of the Council will apply to all procurement activity undertaken by the Council

8.1.2 The Standing Orders and Standing Financial Instructions of the Health Board will apply to all procurement activity undertaken by the LHB.

- 8.1.3 Procurement activity will only be undertaken from the Pooled Fund in accordance with commissioning plans approved by the Adult Service Transformation Board.

## **9. Hosting and Administration of the Pooled Fund**

- 9.1 The Pooled Fund Manager shall ensure that the Pooled Fund is maintained to national and professional standards and that the payment of suppliers' invoices complies with their payment terms, ensuring that no late payment charges are incurred by the Partners.
- 9.2 The Pooled Fund Manager shall be responsible for ensuring that appropriate financial systems are operational and in place for the Pooled Fund in order to provide the necessary control and production of financial information.

## **10. Information Requirements**

- 10.1 The Pooled Fund Manager shall ensure that all financial and other information required by the Partners in relation to compiling performance statistics, statutory and other returns is made available by any agreed deadlines.
- 10.2 The Pooled Fund Manager shall ensure that all financial and other information required to measure performance against the Services, as set out at Schedule 4, is made available by any agreed deadlines.
- 10.3 The Pooled Fund Manager shall establish arrangements for making available all financial and other information necessary to assist the Partnership.

## **11. Audit arrangements**

- 11.1 The Host Partner's auditors will be the external auditor of the Pooled Fund.
- 11.2 It shall be the responsibility of the Host Partner (if required) to include the Pooled Fund in its end of year accounting processes, produce the required memorandum of account in respect of the Pooled Fund and arrange for its audit in time for its inclusion in all Partners' year end accounts.
- 11.3 Should the annual audit letter contain any direct reference to the Pooled Fund, the Host Partner will send copies of the excerpts of the letter to the other Partners.
- 11.4 The cost of specific external audits required shall be borne by the Pooled Fund.
- 11.5 The appointed Auditor's reports on the Services commissioned and provided from the Pooled Fund shall be presented to the Adult Services Transformation Board and shall be made available to the Partners' internal auditors.
- 11.6 The Pooled Fund and the implications for the Services arranged from it will be incorporated into the risk assessed Internal Audit Programme of the Partners.
- 11.7 The costs of any required audits of the Service shall be borne by the Pooled Fund.

## **12. VAT**



The VAT regime will operate in accordance with partnership structure (a) as referred to in the joint guidance issued by the Department of Health and HM Customs and Excise.

### **13. Capital**

The Pooled Fund shall not normally be applied towards capital expenditure. If a need arises for the transfer of any agreed capital funds between the Partners then, unless the Partners agree otherwise, the Partners shall use the grant making powers under Section 194 or Section 34 of the Act.

## APPENDIX 1

<b>REGIONAL POOLED FUND FOR CARE HOMES FOR OLDER PEOPLE POOLED BUDGET FOR 19/20</b>	
<b>Partner</b>	<b>Projected Gross Expenditure for 19/20</b>
NPT Council	£20 242 000
Swansea Council	£24,071,750
Swansea Bay Health Board	£18,300,000
<b>TOTAL BUDGET</b>	<b>£62,613,750</b>

**FINANCIAL CONTRIBUTIONS FORMULAE**

1. For the purposes of the calculation set out in paragraph 3.2 Swansea Council initial budget expenditure shall be A. NPT Council initial budget expenditure shall be B. The Local Health Board initial budget expenditure shall be C

2. **The total budgeted expenditure shall be represented by D and shall be calculated as follows:-**

$$A + B + C = D \text{ (total agreed budget expenditure)}$$

**Outturn Expenditure**

3. On or before 30<sup>th</sup> April each Partner shall provide a return to the other indicating its outturn expenditure on the service. For the purposes of this calculation, Swansea Council's outturn shall be H, Neath Port Talbot Council's shall be J and the Health Board's shall be K which shall be represented as follows:-

4. **The total outturn expenditure shall be calculated as follows:-**

$$H + J + K = L \text{ (total outturn expenditure)}$$

**5. Balancing Payments**

Where a partner's outturn expenditure differs from their contribution a balancing payment will be required. This will be calculated for each partner in line with the below

Swansea Council	H-A	= Balancing Payment
Neath Port Talbot Council	J-B	= Balancing Payment
Local Health Board	K-C	= Balancing Payment

6. Expenditure shall only be counted towards outturn and any balancing payment if the Adult Services Transformation Board has jointly approved that expenditure specifically for that purpose.

**SCHEDULE 4: GOVERNANCE:  
Approvals, Oversight & Performance**

**1. Introduction**

- 1.1 The Partners have agreed the governance arrangements set out in this schedule in furtherance of the aims and objectives as described in Clause 3 and Schedule 1 of the Agreement.
- 1.2 The Partners shall review the governance arrangements in accordance with Clause 10 of the Agreement.
- 1.3 Any variation to the Agreement including changes to a Schedule shall be effected through the mechanism of Clauses 8 and 15 of the Agreement.
- 1.4 The arrangements set out in this schedule shall apply until such time as the Partners agree otherwise.

**2. Adult Services Transformation Board**

- 2.1 The Adult Services Transformation Board is collectively responsible for tracking the progress of the Scheme, within their aims and objectives within any defined resources.
- 2.2 The Adult Services Transformation Board shall:
  - 2.2.1 receive all reports required under this Agreement and agree actions or refer proposals for action back to the Partners for approval as the case may be.
  - 2.2.2 review annually the operation of the Scheme which is the responsibility of the Adult Service Transformation Board for consistency;
  - 2.2.3 consider progress on the Aims, Objectives and Outcomes at Schedule 1 for the Scheme;
  - 2.2.4 review and confirm the Scheme and undertake any risk assessment and agree actions and recommendations arising following the review;
  - 2.2.5 provide a copy of any Annual report prepared in respect of the Services to the Regional Partnership Board
  - 2.2.6 consult further and agree actions where appropriate on any plan and progress on priorities as necessary to ensure that suitable consultation and Equality Impact Assessments are undertaken for any major changes to services;
  - 2.2.7 act in cooperation with the Regional Area Planning Board and Community Safety Partnerships within the locality of the Partners

2.2.8 consider whether it would be appropriate to adopt any revision to Schedule 1 (other than that Partner arrangements) for any financial year in which case the Partners shall comply with that revised version.

### **3. Adult Service Transformation Board Membership**

- 3.1 The Partnership Lead Officer from the Host Partner
- 3.2 The Pooled Fund Manager from the Host Partner (as required)
- 3.3 Other members comprising of one or more officers from each Partner as agreed between the Partners.
- 3.4 Any change in membership of a Health Board member of the Adult Services Transformation Board will be notified in writing by the Authorised Officer of the Health Board to the Authorised Officers of the Councils
- 3.5 Any change in membership of a Councils member of the Adult Services Transformation Board will be notified in writing by the Authorised Officer of the Council to the Authorised Officer of the Health Board and the Councils
- 36 If agreed by the Adult Services Transformation Board, additional invitees may be requested to attend their meetings; such invitees will attend in a non-voting capacity (which for the avoidance of doubt may include representatives from adult services and children services.

### **4. Adult Services Transformation Board Meetings**

- 4.1 The Adult Services Transformation Board will meet at least six times per financial year and at a time and day to be agreed but in the absence of agreement set by the Authorised Officer of the host Partner.
- 4.2 A special Adult Services Transformation Board can be called at any time by a Board member or an Authorised Officer where they deem it necessary.
- 4.3 The quorum for meetings of the Board shall be a minimum of one member from each Partner not counting the Pooled Funds Manager or other non-voting members listed at Paragraph 3 above.
- 4.4
  - 4.4.1 The Adult Services Transformation Board is not a corporate body and cannot make decisions by majority vote and as a consequence of this it

must act by the Members of the Adult Services Transformation Board exercising their delegated power

4.4.2 The Adult Services Transformation Board will therefore act by unanimity of decision making subject to the Dispute Resolution Procedure set out in Clause 19 to this Agreement

4.5 Minutes of all decisions shall be kept and copied to the Partners within fourteen (14) days of every meeting.

4.6 The Adult Services Transformation Board members are authorised within the limits of delegated authority (which is received through their respective organisation's own schemes of delegation):-

4.6.1 To confirm the allocation of funding within the overall budget approved by the Partners including any additional non-recurring contributions

4.6.2 To confirm additional non-recurring contributions approved by the Partners to which they are a party, where anticipated future commitments are likely to exceed the aggregate contributions of the Health Board and the Council to the Pooled Funds confirmed or agreed pursuant to Clause 4 of this Agreement; and;

4.6.3 To authorise or enter into any Contract, for any particular Scheme to which they are a party, subject to the Contract Standing Orders of the Partners where these are necessary for the achievement of Scheme aims and where such a contract will create a liability for Partners beyond the end of the Financial Year of the Agreement;

4.6.4 To agree changes to the working arrangements of any Scheme provided that any amendments comply with the Agreement;

4.6.5 To review and agree annually for any particular, the schedule, plan, objectives, resources and the performance measures;

4.6.6 To consider progress on the Aims and Outcomes at Schedule 1 for each Scheme;

4.6.7 To consult further and agree actions where appropriate on any plan and progress on priorities as necessary to ensuring suitable consultation and Equality Impact Assessments are undertaken for any major changes to services arising from the Partnership Arrangements;

4.6.8 To agree the appointment of the Partnership Lead and the Pooled Fund Manager within 30 days of commencement of each Financial Year for each Scheme.

## **5. Adult Service Transformation Board Agendas**

- 5.1 The Adult Services Transformation Board will follow a two part agenda. The first part will consider any reports from the Pooled Funds Manager.
- 5.2 The second part will consider any other matters of progress from the Adult Services Management Board.

## **SCHEDULE 5: ARRANGEMENTS FOR ALIGNMENT OF EXPENDITURE**

### **1. Introduction**

- 1.1 This Schedule outlines the arrangements for aligning care home budgets during the 2019/20 financial year. These arrangements are to be hosted by Swansea Council for the duration of this period.
- 1.2 This Schedule provides details of the budgets and services to be aligned by each of the Partners and the process, mechanisms and timescales according to which care homes expenditure and activity will be aligned.

### **2. Method for Aligning Expenditure**

- 2.1 For the Financial Year 2019/2020 where applicable, partners will be required to provide details of care homes expenditure and placement activity for older person aged 65 and over for each of the following:
  - a) Residential care for people receiving personal care
  - b) Self Funding patients receiving funded nursing care
  - c) Local Authority funded residents in receipt of funded nursing care
  - d) CHC funded patients
  - e) Residents funded under s117 of the Mental Health Act receiving personal care
  - f) Patients funded under s117 of the Mental Health Act receiving nursing care
  - g) Respite care whether respite is for the resident or their carer(s)
  - h) Care home services described as step up, step down or re-ablement
- 2.2 In addition to details of expenditure relating to each category of care home placement referred to in a – h above, placement data is also required to confirm;
  - a) The number of new admissions for each category a-h during the recording period.
  - b) The number of discharges (in this context meaning funding which has ended) for each category a – h during the recording period.
  - c) The number of people who remain in situ for each category a – h at the end of the recording period.
  - d) The number of people whose needs have escalated and are upgraded from residential personal care to funded nursing care.
- 2.3 Where care fees are paid to care homes in full and details of expenditure provided are gross rather than net of Service User contributions, information



on the total level of income received through weekly personal contributions and other windfall contributions is required.

- 2.4 Each local authority is required to provide data confirming level of outstanding debt from non-payment of client contributions arising during the recording period. Where the Local authority is paying net of personal contributions this will be expressed in relation to debts brought to each Local Authority's attention by Provider organisations and which the authority is actively taking steps to recover or has agreed to pay to the care home operator without pursuing recovery.
- 2.5 A template for capturing all of the care homes for older people pooled fund data required is set out at Appendix 1 to this schedule.

### **3. Timescales for Submitting Expenditure and Activity Data**

- 3.1 Each partner is required to submit a completed care homes for older people pooled fund data set at monthly intervals.
- 3.2 Each submission will reflect spend and activity data for the preceding month.
- 3.3 All financial data should be cumulative, whereas placement data should relate to the recording period to enable comparison.
- 3.4 Each partner is required to submit their data set to Swansea Council's nominated officer no later than the last Friday of each month.

### **4. Analysis of Care Homes for Older People Pooled Fund Data**

- 4.1 Swansea Council shall collate pooled fund data on behalf of the Partners and will produce expenditure and activity reports at 2 monthly intervals. These reports will be shared at two monthly intervals at the Adult Services Transformation Board in accordance with the resources and governance arrangements described at Schedules 3 and 4 respectively.
- 4.2 The activity report will create a transparent record of regional spend and activity. It may be used to highlight placement trends and patterns, and may be used as one of the strands of information to develop a formula for future contributions to the pooled fund.

### **5. Arrangements after the 1<sup>st</sup> April 2020.**

- 5.1 Before the 31<sup>st</sup> March 2020 the Partners should confirm arrangements for managing pooled budget arrangements for the following and subsequent financial years. This should describe detailed arrangements for making contributions, managing over and underspends, governance and accountability, reporting and auditing, risk sharing, hosting, commissioning and procurement, and VAT implications.

# Agenda Item 10.



## Report of the Local Authority Governor Appointment Group

Cabinet – 15 August 2019

### Local Authority Governor Appointments

<b>Purpose:</b>	To approve the nominations submitted to fill Local Authority Governor vacancies in School Governing Bodies
<b>Policy Framework:</b>	Local Authority (LA) Governor Appointments Procedure (Adopted by Council on 26 October 2017)
<b>Consultation:</b>	Access to Services, Finance, Legal
<b>Recommendation(s):</b>	It is recommended that:  1) The nominations recommended by the Director of Education in conjunction with the Cabinet Member for Education Improvement, Learning and Skills be approved.
<b>Report Author:</b>	Gemma Wynne
<b>Finance Officer:</b>	Chris Davies
<b>Legal Officer:</b>	Stephen Holland
<b>Access to Services Officer:</b>	Catherine Window

#### 1.0 The nominations referred for approval

1.1 The nominations are recommended for approval as follows:

1. Clydach Primary School	Mrs Janice Jarman
2. Gors Community School	Cllr Elliot King
3. Grange Primary School	Cllr Mark Child
4. Penclawdd Primary School	Cllr Mark Thomas
5. Pennard Primary School	Mrs Karen Hopkins

6. Pontybrenin Primary School	Mrs Sarah John
7. St Helen's Primary School	Dr Nilufar Ahmed
8. YGG Llwynderw	Dr Katherine Fender
9. YGG Tan Y Lan	Rev Canon Hugh Lervy
10. YGG Tirdeunaw	Mrs Jodi Jones
11. YGG Y Login Fach	Mrs Rebecca Sisto
12. Dylan Thomas Community School	Mrs Sybil Smith
13. Gowerton School	Mrs Carol Griffiths
14. Morriston Comprehensive School	Mr Steven Minney
15. Ysgol Gyfun Bryntawe	Mrs Margaret Greenaway

## 2.0 Financial Implications

2.1 There are no financial implications for the appointments; all costs will be met from existing budgets.

## 3.0 Legal Implications

3.1 There are no legal implications associated with this report.

## 4.0 Equality and Engagement implications

The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between people who share a protected characteristic and those who do not.

Our Equality Impact Assessment process ensures that we have paid due regard to the above.

4.1 There are no equality and engagement implications associated with this report.

**Background papers:** None

**Appendices:** Equality Impact Assessment Form

# Equality Impact Assessment Screening Form

Please ensure that you refer to the Screening Form Guidance while completing this form. If you would like further guidance please contact the Access to Services team (see guidance for details).

## Section 1

Which service area and directorate are you from?

Service Area: Education

Directorate: People

### Q1(a) WHAT ARE YOU SCREENING FOR RELEVANCE?

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**(b) Please name and describe here:**

Appointing Local Authority governors to schools in Swansea

### Q2(a) WHAT DOES Q1a RELATE TO?

Direct front line service delivery	Indirect front line service delivery	Indirect back room service delivery
<input type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (L)

**(b) DO YOUR CUSTOMERS/CLIENTS ACCESS THIS...?**

Because they need to	Because they want to	Because it is automatically provided to everyone in Swansea	On an internal basis i.e. Staff
<input type="checkbox"/> (H)	<input type="checkbox"/> (M)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (L)

### Q3 WHAT IS THE POTENTIAL IMPACT ON THE FOLLOWING...

	High Impact (H)	Medium Impact (M)	Low Impact (L)	Don't know (H)
Children/young people (0-18)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Older people (50+)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other age group	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race (including refugees)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asylum seekers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gypsies & travellers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sex	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Welsh Language	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community cohesion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marriage & civil partnership	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Q4 WHAT ENGAGEMENT / CONSULTATION / CO-PRODUCTIVE APPROACHES WILL YOU UNDERTAKE?

Please provide details below – either of your planned activities or your reasons for not undertaking engagement

This activity does not require consultation

# Equality Impact Assessment Screening Form

**Q5(a) HOW VISIBLE IS THIS INITIATIVE TO THE GENERAL PUBLIC?**

High visibility <input checked="" type="checkbox"/> (H)	Medium visibility <input type="checkbox"/> (M)	Low visibility <input type="checkbox"/> (L)
--	---	--

**(b) WHAT IS THE POTENTIAL RISK TO THE COUNCIL'S REPUTATION?**  
*(Consider the following impacts – legal, financial, political, media, public perception etc...)*

High risk <input type="checkbox"/> (H)	Medium risk <input type="checkbox"/> (M)	Low risk <input checked="" type="checkbox"/> (L)
---	---	---

**Q6 Will this initiative have an impact (however minor) on any other Council service?**

Yes       x No      **If yes, please provide details below**

**Q7 HOW DID YOU SCORE?**  
*Please tick the relevant box*

**MOSTLY H and/or M → HIGH PRIORITY →**  **EIA to be completed**  
**Please go to Section 2**

**MOSTLY L → LOW PRIORITY / NOT RELEVANT →**  **Do not complete EIA**  
**Please go to Q8 followed by Section 2**

**Q8 If you determine that this initiative is not relevant for an EIA report, you must provide a full explanation here. Please ensure that you cover all of the relevant protected groups.**

There are no equality and engagement implications associated with this process. Under the Government of Maintained Schools (Wales) Regulations 2005, it is a statutory requirement for all schools to have Local Authority governors who are appointed by the Direction of Education in conjunction with the Cabinet Member for Education Improvement, Learning and Skills. The Councillor(s) representing the ward(s) in the catchment area of the schools', the Headteacher and Chair of governors views will be sought to input into the decision-making and recommendations are taken to Cabinet for ratification as agreed by the Council Constitution.

**Section 2**

NB: Please email this completed form to the Access to Services Team for agreement before obtaining approval from your Head of Service. Head of Service approval is only required via email – no electronic signatures or paper copies are needed.

<b>Screening completed by:</b>
Name: Gemma Wynne
Job title: Governor Support Officer
Date: 03/06/19
<b>Approval by Head of Service:</b>
Name: Nick Williams
Position: Director of Education
Date: 03/06/19

# Agenda Item 11.



## Report of the Chief Legal Officer

Cabinet – 15 August 2019

### Exclusion of the Public

<b>Purpose:</b>	To consider whether the Public should be excluded from the following items of business.	
<b>Policy Framework:</b>	None.	
<b>Consultation:</b>	Legal.	
<b>Recommendation(s):</b>	It is recommended that:	
<b>1)</b>	The public be excluded from the meeting during consideration of the following item(s) of business on the grounds that it / they involve(s) the likely disclosure of exempt information as set out in the Paragraphs listed below of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007 subject to the Public Interest Test (where appropriate) being applied.	
	<b>Item No's</b>	<b>Relevant Paragraphs in Schedule 12A</b>
	12	14
<b>Report Author:</b>	Democratic Services	
<b>Finance Officer:</b>	Not Applicable	
<b>Legal Officer:</b>	Tracey Meredith – Chief Legal Officer(Monitoring Officer)	

#### 1. Introduction

- 1.1 Section 100A (4) of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007, allows a Principal Council to pass a resolution excluding the public from a meeting during an item of business.
- 1.2 Such a resolution is dependant on whether 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 there would be disclosure to them of exempt information, as defined in section 100I of the Local Government Act 1972.

#### 2. Exclusion of the Public / Public Interest Test

- 2.1 In order to comply with the above mentioned legislation, Cabinet will be requested to exclude the public from the meeting during consideration of the item(s) of business identified in the recommendation(s) to the report on the

grounds that it / they involve(s) the likely disclosure of exempt information as set out in the Exclusion Paragraphs of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007.

- 2.2 Information which falls within paragraphs 12 to 15, 17 and 18 of Schedule 12A of the Local Government Act 1972 as amended is exempt information if and so long as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
- 2.3 The specific Exclusion Paragraphs and the Public Interest Tests to be applied are listed in **Appendix A**.
- 2.4 Where paragraph 16 of the Schedule 12A applies there is no public interest test. Councillors are able to consider whether they wish to waive their legal privilege in the information, however, given that this may place the Council in a position of risk, it is not something that should be done as a matter of routine.

### **3. Financial Implications**

- 3.1 There are no financial implications associated with this report.

### **4. Legal Implications**

- 4.1 The legislative provisions are set out in the report.
- 4.2 Councillors must consider with regard to each item of business set out in paragraph 2 of this report the following matters:
  - 4.2.1 Whether in relation to that item of business the information is capable of being exempt information, because it falls into one of the paragraphs set out in Schedule 12A of the Local Government Act 1972 as amended and reproduced in Appendix A to this report.
  - 4.2.2 If the information does fall within one or more of paragraphs 12 to 15, 17 and 18 of Schedule 12A of the Local Government Act 1972 as amended, the public interest test as set out in paragraph 2.2 of this report.
  - 4.2.3 If the information falls within paragraph 16 of Schedule 12A of the Local Government Act 1972 in considering whether to exclude the public members are not required to apply the public interest test but must consider whether they wish to waive their privilege in relation to that item for any reason.

**Background Papers:** None.

**Appendices:** Appendix A – Public Interest Test.

## Public Interest Test

No.	Relevant Paragraphs in Schedule 12A
<b>12</b>	<b>Information relating to a particular individual.</b>
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 12 should apply. Their view on the public interest test was that to make this information public would disclose personal data relating to an individual in contravention of the principles of the Data Protection Act. Because of this and since there did not appear to be an overwhelming public interest in requiring the disclosure of personal data they felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>
<b>13</b>	<b>Information which is likely to reveal the identity of an individual.</b>
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 13 should apply. Their view on the public interest test was that the individual involved was entitled to privacy and that there was no overriding public interest which required the disclosure of the individual's identity. On that basis they felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>
<b>14</b>	<b>Information relating to the financial or business affairs of any particular person (including the authority holding that information).</b>
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 14 should apply. Their view on the public interest test was that:</p> <ul style="list-style-type: none"> <li>a) Whilst they were mindful of the need to ensure the transparency and accountability of public authority for decisions taken by them in relation to the spending of public money, the right of a third party to the privacy of their financial / business affairs outweighed the need for that information to be made public; or</li> <li>b) Disclosure of the information would give an unfair advantage to tenderers for commercial contracts.</li> </ul> <p>This information is not affected by any other statutory provision which requires the information to be publicly registered.</p> <p>On that basis they felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>



No.	Relevant Paragraphs in Schedule 12A
15	<p><b>Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority.</b></p>
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 15 should apply. Their view on the public interest test was that whilst they are mindful of the need to ensure that transparency and accountability of public authority for decisions taken by them they were satisfied that in this case disclosure of the information would prejudice the discussion in relation to labour relations to the disadvantage of the authority and inhabitants of its area. On that basis they felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>
16	<p><b>Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.</b></p>
	<p>No public interest test.</p>
17	<p><b>Information which reveals that the authority proposes:</b></p> <p><b>(a) To give under any enactment a notice under or by virtue of which requirements are imposed on a person; or</b></p> <p><b>(b) To make an order or direction under any enactment.</b></p>
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 17 should apply. Their view on the public interest test was that the authority's statutory powers could be rendered ineffective or less effective were there to be advanced knowledge of its intention/the proper exercise of the Council's statutory power could be prejudiced by the public discussion or speculation on the matter to the detriment of the authority and the inhabitants of its area. On that basis they felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>
18	<p><b>Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime</b></p>
	<p>The Proper Officer (Monitoring Officer) has determined in preparing this report that paragraph 18 should apply. Their view on the public interest test was that the authority's statutory powers could be rendered ineffective or less effective were there to be advanced knowledge of its intention/the proper exercise of the Council's statutory power could be prejudiced by public discussion or speculation on the matter to the detriment of the authority and the inhabitants of its area. On that basis they felt that the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Members are asked to consider this factor when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.</p>

# Agenda Item 12.

By virtue of paragraph(s) 14 of Schedule 12A  
of the Local Government Act 1972  
as amended by the Local Government (Access to  
Information) (Variation) (Wales) Order 2007.

Document is Restricted

By virtue of paragraph(s) 14 of Schedule 12A  
of the Local Government Act 1972  
as amended by the Local Government (Access to  
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