

**To the Mayor and Members of:
Cabinet**

DONCASTER CHILDREN’S TRUST- PROGRESS ON THE CONTRACT

Relevant Cabinet Member(s)	Wards Affected	Key Decision
Councillor Nuala Fennelly	All	S0354

EXECUTIVE SUMMARY

1. This report recommends that the Council enter into a contract with Doncaster Children’s Services Trust Limited (the Trust) to deliver children’s social care services. Cabinet has received regular progress reports on the setting up of the Doncaster Children’s Trust. Good progress continues to be made but as reported previously the project timeline is very challenging. Contract negotiations are proceeding well and there is general agreement between the Trust and the Council on the terms. Cabinet is asked to approve the proposed contract subject to the conclusion of satisfactory negotiations between the Trust the Council and the Department for Education.

REASON FOR URGENCY

2. The Secretary of State Direction expects the Trust to be established by 30 September 2014. For this to be achieved, it will be necessary for the decisions made in respect of this report to be subject to Rule 16 Special Urgency provisions (*detailed in the Access to Information Procedure Rules set out in Part 4 of the Constitution*) to enable the decision to be implemented immediately without provision for call-in. This action will require the consent of the chair of the Children & Young Peoples Scrutiny Panel.

EXEMPT REPORT

Not applicable

RECOMMENDATIONS

3. Cabinet is requested to:
 - Note the Directions from the Secretary of State for Education directing the Council to enter into a contract for services with the Doncaster Children's Trust and setting out the functions which will be performed by the Trust.
 - Consider the content of the draft contract
 - Agree that the Chief Executive be authorised to undertake the final negotiations on the contract terms and to agree the final contract in consultation with the Mayor
 - Note the draft proposed budget and agree that the Director of Finance and Corporate Services undertake the final negotiations on the on-going and one-off funding to be provided to the Trust and sign off the final budget in consultation with the Mayor
 - Confirm the list of current CYPS services transferring to the Trust and those remaining with the council.
 - Approve that Michelle Macfarlane and Tony Baxter are the Council's nominations to become Non-Executive Directors on the Trust Board
 - Agree that the Council will act as Pension Guarantor for the Doncaster Children's Services Trust
 - Agree that the Council will underwrite the Trust's cash flow and enter into a financial risk sharing agreement as set out in the Financial Implications section of this report.
 - Agree to allow the Trust to use I.T. and other equipment by way of a licence arrangement.
 - Agree to allow the Trust to utilise various Council premises for its operations at a market-rent and to conclude licences and leases in respect of those properties.

WHAT DOES THIS MEAN FOR THE CITIZENS OF DONCASTER?

4. In the autumn of last year following representations from the Council, the Secretary of State for Education agreed to the establishment of the Doncaster Children's Services Trust, without the requirement to remove Doncaster's children's services functions entirely. This landmark initiative provides a tremendous opportunity for the Council to establish a new model for the delivery of children's services in Doncaster and to accelerate improvement and innovation.
5. The implementation of the Trust is aimed at strengthening services to ensure maximum protection for children and young people and that they have

improved life outcomes. This will enable positive contributions to be made to Council priorities particularly the economy and developing stronger communities, as well as protecting and improving children's lives

BACKGROUND

6. Cabinet has received regular reports on the setting up of the Doncaster Children's Trust. Good progress has been achieved over the past few months. Eleven Shadow Board Members have been recruited subject to approval by Secretary of State. Paul Moffatt was appointed as Chief Executive and commenced working full time in July and the senior leadership structure has been designed and is being recruited to. Cabinet has received previous reports on the services to be transferred and the staff to be transferred have now been identified. The Council commenced the formal TUPE consultation on 8 August and staff are now aware that they are to be transferred, albeit that some posts that are due to transfer to the Trust, particularly in IFSS, are still being filled following recent restructures. Cabinet approved at the last meeting to secure the Blue Building as the Trust Headquarters and senior Trust staff moved to that building early in August.
7. The Council has received a draft Direction from the Secretary of State for Education. This lays out the social care functions that will be transferred and delivered on behalf of the Council by the Trust. The Council will still remain statutorily responsible for these functions and the Lead Member and Director of Children's Services will continue to have a key role in this. The Direction requires the Council to enter into a service contract for the delivery of these services. The Direction is attached as Appendix 1. The Council and the Trust have identified which services are to be transferred to the Trust and which are to remain in the council and these are summarised in Appendix 2. This Direction build upon the previous Direction (Appendix 1b) which directed the Council to establish the Trust.
8. Detailed discussions have taken place between the Council and the Trust to agree the terms of the service contract. The vast majority of the terms within the contract are agreed in principle subject to Cabinet and Trust Board approval and this report summarises the main provisions.

The Service Contract

	Section	Description
1.	Definitions	A standard list of contract definitions
2.	Aims	The aims of the agreement are expressed in general and specific terms. The Trust will need to agree a Business Plan that is strongly informed by these aims.
3.	Term	The term is for 10 years with a review after five years, the intention being that the Trust is given five years to improve. The break clause is subject to a review of the Trust and its performance with the inclusion of the Department for Education. In addition the draft contract has a provision to extend the Agreement beyond 10 years by a period of up to three years subject to procurement rules extant at the time.
4.	Warranties	These are undertakings that representations made and certain information given are true. These provisions are balanced between the Council and the Trust. Should a loss be proved as a result of representations and/or certain information being incorrect this could ultimately lead to a claim against the Trust or the Council.
5.	Exclusivity & Withdrawal	This clause has been included to preserve the principles of the Direction and ensures that the Council grants the Trust exclusivity in relation to the services transferred
6.	The Services	This refers to Schedule 2 – the Services Specification, which is currently being finalised. This specification reflects the legal requirements laid out within the Direction by the Secretaries of State alongside the services that will be required and the quality standards expected.
7.	Council Responsibilities & Dependencies	This is to ensure that where the Council/or a partner omits to do something (or does it incorrectly) that the Trust depends on for its performance then the Trust gets relief from the relevant performance indicators or other provisions in the contract until the position is put right. These are laid out in more detail in Schedule 4 and include such things as the Trusts use of the Council's ICT systems, buildings and support services
8.	Performance Indicators & Continuous Improvement	The performance arrangements are laid out in detail in schedule 6. The Trust is required by October 2017 to be judged as good against Ofsted criteria. However before that date the specification requires that there are no widespread or serious failures or unnecessary delays within the services that compromise the welfare and safety of children and young people. By October 2019 the services will be judged as outstanding. Performance Indicators have been agreed between the Trust and the Council and are included in the revised improvement plan. The Council will receive monthly reports from the Trust that summarise the performance of the Trust against each of the performance indicators and a summary of any performance failures. There are clear escalation processes within the contract to ensure that failures are appropriately dealt

		with. The contract also gives the power to the Council, in consultation with the Secretary of State for Education to step in in the unlikely event of catastrophic failure by the Trust.
9.	Equipment & Maintenance	The purpose of this clause is merely to outline responsibility for Trust Equipment (i.e. equipment that belongs to the Trust that it uses in the performance of its obligations).
10.	Charges & Invoices	This refers to Schedule 5 which sets out the contract sum and the additional funding from the Department for Education). Given that the Trust is a company independent of the Council and owned by the Directors there are significant issues around adequate cash flow and the management of financial risks caused by changes in activity and demand. The financial payment mechanism has been written to mitigate this risk and this is explained in more detail in of this report
11.	Promoting Tax Compliance	This ensures that the Trust pays its due taxes and complies with all applicable tax laws
12.	Governance	This refers to the governance of the agreement and requires both parties to nominate a representative empowered to act on their behalf
13.	Trust's Records & Provision of Information	A requirement for the Trust to keep proper records in line with the legal requirements and provide information to the Council as required
14.	Change Control	This refers to Schedule 8 which is a standard change control procedure.
15.	Change in Law	This refers to changes in law that the Trust may impact on the services the Trust provides and the cost implications for any of those changes. There is a process for agreeing which party will pick up the cost
16.	Contract Monitoring	This allows for the provision of monthly performance information reports and meetings (when required) to discuss performance and remedial action.
17.	Annual Review Process	This refers to Schedule 3 which commits the Trust and the Council to an Annual Review of performance, the contract and budgets. The Annual Review is forward looking as well as reviewing past performance.
18.	Staff	This states that the Council has agreed the terms of transferring staff including pensions. The TUPE and pension provisions are included in schedule 8 and 9
19.	Employees	This includes the obligation for the Trust to provide sufficient staff and supervisory staff to perform the services and associated matters and there is a reciprocal obligation on the Council.
20.	Safeguarding Vulnerable Children & Adults	This clause ensures that both parties meet their obligations under the Safeguarding Vulnerable Groups Act 2006 and adopt the Council's approved child protection policy and written code of behaviour for staff and volunteers as agreed by the Local

		Children's Safeguarding Board.
21.	Intellectual Property Rights	This gives the Trust and the Council rights to use each other's intellectual property rights including the Council gaining rights from third parties where it can.
22.	Data Protection	This requires the Trust to adhere to the Data Protection Act, a statutory responsibility. It also sets out that the Council is the data controller and the Trust the data processor.
23.	Confidentiality & Transparency	A section about the disclosure of confidential information between the Council and the Trust. It also includes the ability of the Council to publish this agreement (with the exception of confidential information defined in schedule 11).
24.	Freedom of Information Act	This recognises that the Council is subject to the FOIA and requires the Trust to co-operate with information requests within the Council's process and timescales recognising that the Trust itself may not be subject to the FOIA.
25.	Press Statements and Publicity	An agreement to not issue sensitive information to the media without first agreeing with the other party
26.	Liability & Indemnity	This sets out that either party will not be liable for any loss that arises from the performance or non-performance of the other party.
27.	Insurance	This sets the minimum levels of insurance the Council requires of the Trust and that the policies are acceptable to the Council.
28.	Relief Events	Relief Events are those that occur which relieve the Trust from its obligations to provide all or part of the service.
29.	Force Majeure	In the event of a natural and unavoidable catastrophe it allows for relief from performance of the relevant obligations under this Agreement and consequently relief from any associated liability.
30.	Termination	This will allow the council to terminate the agreement with the consent of the Secretary of State. The contract also gives the power to the Council, in consultation with the Secretary of State for Education to step in in the unlikely event of catastrophic failure by the Trust.
31.	Consequences of Expiry or Termination	This clause lays out how the termination will be dealt with and schedule 15 lays out a detailed Exit Management Plan to ensure the orderly transfer of services back to the Council
32.	Complaints	This lays out that the Trust will have a complaints procedure and the referral of complaints relating to the Council's responsibilities
33.	Local Government Ombudsman	Agreement to co-operate with the Council on Local Government Ombudsman investigations
34.	Audit Rights	The right of Council Audit access to records and staff within reason

35.	Assistance with Legal Proceedings & Investigations	The Trust's assistance with legal proceedings, claims and investigations
36.	General Compliance	Trust compliance with health and safety, equalities, and fraud and anti-bribery legislation and the reporting of breaches
37.	Prevention of Fraud & Bribery	A standard clause on Prevention of Fraud and Bribery
38.	Variation	Establishes that variations to the agreement can only be made by written agreement
39.	Assignment	That assignment, novation, sub-contracting etc. of the Trust's or the Council's function must be by prior agreement
40.	Entire Agreement	A standard clause in a service contract
41.	Waiver	A requirement to put in writing any waiver or right of remedy
42.	Severance	A standard clause in the event that a provision within the agreement is held to be void or unenforceable
43.	Further Assurances	A standard clause ensuring third parties promptly execute the documents that form the agreement
44.	Relationship of the Parties	A standard clause defining that the agreement does not constitute a partnership or joint venture
45.	Third Party Rights	This clause recognises the rights conferred on the Secretary of State
46.	Notices	A standard clause on how notices should be served
47.	Disputes	Refers to the Dispute resolution procedure in schedule 11
48.	Governing Law	A standard clause setting out that the agreement is subject to the Laws of England
49.	Counterparts	A standard clause on the signing of the contract

9. The contract also contains the following schedules:

Schedule 1 Definitions	This contains all the definitions within the agreement so will be revised as the agreement is developed.
Schedule 2 Service Specification	This specification reflects the legal requirements laid out within the Direction by the Secretaries of State alongside the services that will be required and the quality standards expected. More detail on this included in the report
Schedule 3 Annual Review	This lays out the process for the annual review of the contract.
Schedule 4 Council Responsibilities & Dependencies	This specifies those dependencies that the Council must perform to allow the Trust to fulfil the contract
Schedule 5 Charges & Invoicing	This lays out the payment mechanism is explained in more detail in the body of the report
Schedule 6 Performance Levels and Performance Monitoring	Sets out the performance framework.
Schedule 7 Change Control Procedure	Standard change control procedure.
Schedule 8 TUPE/Employment	This will in effect list the staff to transfer, their terms and conditions and pension rights and any contractual policies that are capable of execution by the Trust.
Schedule 9 Pensions	In effect transferring staff will carry forward their eligibility to the Local Government Pension Scheme. New staff may also be eligible to enter the scheme. The Trust will need to enter an Admissions Agreement with the Local Government Pension Scheme which requires a guarantee of payments to the fund. Provision is made by the Council to guarantee the pension. The schedule also makes provision to ensure that the Trust does not make any unnecessary decisions that will increase the pension's liability.
Schedule 10 Commercially Sensitive Information	This lists those items that are commercially sensitive.
Schedule 11 Dispute Resolution	A standard procedure. This includes an additional step before mediation which involves the Chief Executives of the Council and the Trust attempting to resolve the dispute.
Schedule 12 Conduct of Claims	This is a standard procedure
Schedule 13 Assets and Third Party Contracts	This lists the assets to be licenced to the Trust and the contracts to be novated
Schedule 14 Improvement Plan	This is the revised improvement plan
Schedule 15 Exit Management	In effect this commits the Trust : <ul style="list-style-type: none"> • To develop and agree an exit management plan at the third year of the contract • To agree with the Council an exit assistance plan for an orderly transfer of staff, contracts and any assets to the Council or a replacement provider.

10. The Articles of Association of Doncaster Childrens Services Trust Limited, stipulate the following arrangements for the Board stipulate the following arrangements for the Board.
11. The Council may nominate 2 Directors to the Trust Board. It is proposed that these are Tony Baxter and Michelle Macfarlane. Given that under Company Law, Directors must act in the interests of the Trust at all times, it is important that the Council's nominees are not conflicted and thus prevented from fulfilling their responsibilities to the Council. For this reason senior members of CYPS management (who will have responsibility for managing and monitoring the Trust's performance) and other senior officers who have responsibilities for budgeting and financial control have not been nominated. Both of these groups of senior managers will fulfil their roles through regular performance, financial and contract management meetings with the Trust. Relevant elected members will also be able to participate in some of these meetings and continue to play a full part in Cabinet and other council meetings, which would not be possible if they were Directors of the Trust.

SERVICE IMPLICATIONS

12. Schedule 2 of the contract is the detailed service specification. It consists of three elements that define the service that the Council will require for children and families in Doncaster. These are: the scope of services and what the Trust will be expected to deliver, the quality standards we expect the Trust to meet or exceed, and the improvements we expect the Trust to deliver. The specification also describes any residual function remaining with the Council, particularly where this is likely to impact on the Trust's ability to improve its services. The Council remaining service delivery responsibility are in italics.
13. The specific services to be provided are detailed and are laid out in the Direction from the Secretary of State. In summary these are:
 - I. Manage and deliver an effective youth offending service – *the Director of Children's Services will be a member of the Youth Offending Management Board and will ensure effective contribution from council services*
 - II. Safeguarding children in need: including duties to investigate where a child may be at risk of harm, to initiate care proceedings, and to provide support including intensive support as part of the early help framework. *The Council will provide and support lower level help, will commission services including child and adolescent mental health services with the CCG, promote co-operation between partners, appoint the chair of the Local Safeguarding Board, deliver the Stronger Families Programme and the statutory roles of the DCS.*
 - III. Services for looked after children: including care planning, reviewing and placement duties, delivery of fostering and adoption services, management of the in-house children's homes, provide expertise to the corporate parenting panel. *Council elected members will remain the corporate parents for looked after children and are responsible for promoting their life chances. Responsibility for the virtual head and*

promoting education of looked after children.

- IV. Services for care leavers and unaccompanied asylum seekers: provide support to young people leaving care and moving to independence. *The Council will support through education, housing and other council services.*
- V. Services for children with special educational needs and disabilities: provide the social care safeguarding service for all children. *The Council will provide the assessment and delivery of education, health and social care plans.*
- 14. The Quality standards for the service are detailed in the specification under separate headings: general, experiences of looked after children and care leavers, and organisational standards such as dealing with complaints, responding to emergencies, addressing equalities, health and safety and working with partners.
- 15. The detail includes matters such as listening to children and young people, ensuring families get a stable response from social workers, are offered help when they need it, provide timely information, and help that is proportionate to risk. Areas such as sound decision making, clear plans that are delivered, identification of children in need and responding appropriately to allegations are also covered.
- 16. The Council and the Trust have also agreed to draft a small number of protocols covering key areas where joint working and clarity on responsibilities will be very important. This will include protocols on the following: early help, disabled children, workforce development.

PERFORMANCE MANAGEMENT AND MONITORING

- 17. The detail of this will be outlined in the contract linked to the service specification requirements and the quality standards. There are a number of performance indicators that the Trust will report on a monthly basis such as the number of referrals and assessments, the length of time taken to complete assessments, the number of children in care and subject to child protection plans, the number of agency social workers and managers.
- 18. The Trust will be responsible for delivering improvements in Childrens Social Care. The range of improvement activity is outlined in the transitional improvement plan shown at Appendix 7.
- 19. The Council is intending to appoint an Assistant Director Children's Commissioning who will be responsible for the monitoring of the contract, and other residual non Education services within CYPS, and who will report to the Director of Children's Services.
- 20. The Contract will specify the scrutiny arrangements which will require the Director of Children's Services to report on the performance of the Trust

(expected to be 4 times a year) and will require the Trust to attend and answer questions on their performance. Further details regarding the monitoring of the trust are shown at Appendix 6.

OPTIONS CONSIDERED

21. Not applicable as DfE direction gives the Council no choice but to establish the Trust and transfer services to it

REASONS FOR RECOMMENDED OPTION

22. Not applicable

IMPACT ON THE COUNCIL'S KEY PRIORITIES

23.

	Priority	Implications
	<p>We will support a strong economy where businesses can locate, grow and employ local people.</p> <ul style="list-style-type: none"> • <i>Mayoral Priority: Creating Jobs and Housing</i> • <i>Mayoral Priority: Be a strong voice for our veterans</i> • <i>Mayoral Priority: Protecting Doncaster's vital services</i> • 	<p>The implementation of the Trust arrangements is aimed at strengthening services to ensure maximum protection for children and young people and that they have positive quality of life outcomes. This will enable positive contributions to be made to Council priorities particularly the economy and developing stronger communities, as well as protecting and improving children's lives</p>
	<p>We will help people to live safe, healthy, active and independent lives.</p> <ul style="list-style-type: none"> • <i>Mayoral Priority: Safeguarding our Communities</i> • <i>Mayoral Priority: Bringing down the cost of living</i> • 	
	<p>We will make Doncaster a better place to live, with cleaner, more sustainable communities.</p> <ul style="list-style-type: none"> • <i>Mayoral Priority: Creating Jobs and Housing</i> • <i>Mayoral Priority: Safeguarding our Communities</i> • <i>Mayoral Priority: Bringing down the cost of living</i> • 	
	<p>We will support all families to thrive.</p> <ul style="list-style-type: none"> • <i>Mayoral Priority: Protecting Doncaster's vital services</i> 	
	<p>We will deliver modern value for money services.</p>	
	<p>We will provide strong leadership and governance, working in partnership.</p>	

RISKS AND ASSUMPTIONS

24. There are significant risks inherent in transferring a children's social care service that is under-going a major improvement programme. It is critical, therefore, that the focus remains on safeguarding vulnerable children and delivering the required progress laid out in the Children's Services Improvement Plan.
25. The main risks are:
- Possible disruption to services caused by the transfer
 - Financial risks associated with the fact that the Trust will be a new body without any significant financial backing, which will be responsible for delivering risky and financially volatile services
 - That the Council will have to substantially underwrite the Trust in a variety of ways including Pension and contractor guarantees, taking a substantial risk share of any losses made by the Trust, providing protection against potential cash flow difficulties by way of advance payments to the Trust for services not yet provided and an interest free loan facility. All of these carry substantial financial risk for the Council
 - That substantial costs of disaggregation occur in the future should the Trust move away from using council systems and support services. The Trust have so far either chosen to use existing council services or take on the staff providing those services and provide the services for themselves, this has kept disaggregation costs to around £205k which are being paid by the DfE
 - That the restrictions imposed on the Council, by the DfE and the Direction prevent it being able to adequately manage the contract with the Trust
 - That DfE funding for the additional costs of the Trust and the Council (which total over £3m a year of which 90% is for the Trust) is not maintained for the full 10 years of the contract by the DfE.
 - If the TUPE process is not correctly handled, employees may be entitled to significant compensation payments in respect of failure to consult and other potential employment law issues.

LEGAL IMPLICATIONS

26. The legal powers directing the intervention are set out in the Directions of 17 April 2013 and 16 August 2013 and the draft Direction which will be made during September 2014 (and which is annexed to this report).
27. Those Directions required the Council to co-operate fully with the Commissioner to establish a Children's Trust. In accordance with the Directions, the delivery of specified children's services functions will be the responsibility of the Trust.
28. The Secretary of State does not intend to use his power under section 497A(4A) of the Education Act 1996 ("the 1996 Act") at this stage to establish

the Trust, as his nominee, to exercise functions, but instead intends to direct Doncaster MBC under section 497A(4) of the 1996 Act to enter into arrangements with the Trust to exercise functions on behalf of Doncaster MBC

29. A further draft Direction has been issued to the Council and is expected to be formally issued during September 2014, this Direction sets out the specific services to be provided by the Trust on behalf of the Council. It is important to note that under the Direction, the Trust will be performing Services on behalf of the Council. However the legal powers and duties in relation to safeguarding children remain with the Council and court proceedings will continue to be brought in the name of the Council.
30. Doncaster Children's Services Trust Limited ("the Trust") is a Company Limited by Guarantee. The Council may appoint 2 Directors to the Company & must be consulted with in relation to the appointment of both the Chair and the Chief Executive of the Trust. Directors of the Trust will be registered at Companies House and are legally obliged under the Companies Act 2006 to act in the best interest of the Company (the Trust). The Council will need to carefully consider who to appoint to these positions given that there is a possibility of conflict between the day-to-day Council roles of such appropriately qualified candidates and their required duties as a Trust Director.
31. The Trust will be owned by its Directors (each of whom will be a "Member" of the Company"). It is expected that when a Director leaves office that they will cease to be a Member and that their "Share" will be transferred back to the Company. The liability of Members will be limited to the sum of £1.
32. The Trust will be a Contracting Authority for the purpose of the European Procurement Regulations and so will be expected to procure its services in the same manner as the Council does.
33. Council staff currently carrying out the services which are transferring to the Trust will transfer to the Trust in accordance with the provisions of TUPE. TUPE imposes obligations on the incoming and outgoing employers of transferring staff. Analysis has been carried out of each role to confirm whether or not the post will transfer to the Trust. Specific legal advice has been sought regarding the obligations of the outgoing employer and an appropriate consultation process is on-going with affected staff.

Contract Provisions

34. As set out in the draft contract, the Trust will provide the services and in exchange the Council will make payments to the Trust in accordance with an agreed payments profile.
35. The Trust is restricted from assigning the services to another provider. Although the use of third party providers is acceptable, major sub-contracting arrangements must be in consultation with the Council.

Contract Monitoring

36. The Contract requires the Trust to provide the Council with monthly monitoring reports showing achievements against the performance levels set out in the Contract. There will also be an Annual Review process carried out each Contract Year to assess whether the Agreement is operating in the most satisfactory manner and whether the Services are being delivered to the standard set out in the Contract.

Contract Term, Termination & Step In

37. The contract with the Trust is for an initial period of 10 years. As currently drafted at the time of writing, the Council may terminate the contract (having first received the consent of the Secretary of State) in the instance of either “Consistent Failure” (the issuing of 3 rectification notices during a rolling 12 month period) or “Catastrophic Failure” (serious failure to deliver services which either breaches the Councils Statutory duties or in the Councils reasonable opinion results in increased risk of harm to Children and young people in Doncaster). The Contract will also terminate upon the revocation of the Secretary of State’s Direction. At the end of the contract term, the Council will need to either arrange alternative provision or return the Services to the Council. The staff employed by the Trust at that point will be subject to the provisions of TUPE and if they meet the TUPE test will transfer accordingly.
38. If the Council reasonably believes that an act, omission or breach by the Trust has caused an emergency resulting in adverse impact on the wellbeing of children the Council may with the consent of DfE step in & arrange for alternative service provision to take place.

Pension Deficit & Guarantee

39. The Trust will have admitted body status and be a member of South Yorkshire Pension Authority (SYPA). Therefore transferring staff will be able to remain within the pension scheme. The Council will retain responsibility for the accrued pension deficit in respect of the transferring staff. SYPA require the provision of a third party guarantee before it will allow the Trust to become an admitted body. The DfE has asked that the Council provide that guarantee. The guarantee is drafted in very wide terms and SYPA will not accept any amendments to it. This is potentially a large liability to the Council and it is important that the Council retains a vigilance and some influence and control over the Trusts employment practices via the Services contract in order to limit its liability going forward. For instance decisions by the Trust to pay increased salaries, offer redundancy and early retirement packages or give “additional years” to departing staff will all have an effect on pension costs going forward.

Transferring 3rd Party Contracts & Guarantees

40. CYPS currently purchase various services under contracts entered into by DMBC. These contracts are currently being novated to the Trust who will take responsibility for them going forward. It is possible some suppliers may require a guarantee from the Council due to the Trusts lack of trading history and thus unknown credit-standing.

41. The Trust will be headquartered in the Blue Building which is currently leased by the Council from its landlord. The Council have agreed to sub-let the building to the Trust and have provided a guarantee to the landlord as requested in case the Trust defaults upon its obligations under the lease. Other Trust staff will remain in a wide range of other Council buildings.

Trust Costs

42. The Memorandum of Understanding entered into between the Council and DfE states that the Council will not be expected to meet the additional costs relating to the establishment or operation of the Trust. There is however no contractual guarantee that the additional costs will not fall to the Council. It would be appropriate to enter into a further Memorandum of Understanding with the DfE to cover the additional costs going forward, however the DfE have indicated they will not enter into commitments beyond the Comprehensive Spending Review period.

Council Services, Equipment & Property

43. The Council will continue to provide various services such as ICT services to the Trust via Service Level Agreements. These services will be market tested by the Trust within the first 2 years of its existence and may be terminated at that point in time. The individuals carrying out those services at that point will potentially transfer to either the Trust or any replacement service provider via TUPE.
44. The Equipment currently utilised by the transferring elements of Children's Services will be passed to the Trust under licence to use. The Council will maintain ownership of the equipment. The Trust will continue to operate from a number of Council owned buildings. The Trust will occupy the buildings by virtue of serviced leases/licences.

FINANCIAL IMPLICATIONS

45. The Memorandum of Understanding between the Mayor and the Secretary of State for Education, November 2013 is clear that the Council will not bear the additional costs of delivering its children's social care functions through the Trust arrangements:
46. *Doncaster MBC is not expected to meet the set up costs of the Trust, nor any of the additional costs incurred by virtue of its social care functions being delivered by the Trust. The Department for Education will: meet the reasonable costs of setting up the Trust; provide a project team that will work with Doncaster MBC on the initial set up of the Trust; and meet the reasonable financial costs of the Doncaster project team. Doncaster MBC will agree an initial three year budget for the Trust with the Chairperson of the Trust. The Participants will work together to understand current and future demand for children's social care services in Doncaster. In the first year, the Department for Education will meet the full additional running costs incurred by virtue of Doncaster MBC's social care functions being delivered by the Trust, at a level to be agreed during initial budget discussions between the Department for Education, Doncaster MBC, the Chairperson and Chief*

Executive of the Trust.

47. On 4th July the Department for Education confirmed that the Minister had agreed to meet the initial set up costs for the Trust incurred by the Council. This amount is estimated to total £1.7 million to cover costs from April to September 2014.
48. Discussions about meeting the on-going additional costs throughout the life of the contract have been more protracted. The due diligence exercise undertaken by Deloitte has identified an additional cost of £3.5 million in 2015/16 reducing to £3.2 million in 2017. These additional costs are identified in Appendix 5. The Secretary of State has indicated agreement to these costs and formal notification of the detail of this funding agreement is awaited in writing, all of which, bar approximately £200k, will be paid by the DfE to the Trust.

Financial Arrangements for the Trust

Pensions

49. The Trust will seek Admitted Body Status to the South Yorkshire Pension Fund. This will enable Trust staff to stay in the Local Government Pension Scheme. Despite the Trust being a legally separate body to the Council, the Government have made clear their expectations that the Council will 'guarantee' the Trust's pension payments and liabilities in the SYPF.
50. The arrangements are likely to be that the size of the pension deficit relating to staff transferring to the Trust will be independently valued. This sum will remain the council's responsibility to repay over the next 21.5 years, for which the Council has set aside revenue budgets to meet this estimated but highly variable sum. The draft valuation shows the pension deficit relating to staff transferring as being almost £14m, but this draft was based on incomplete data relating to transferring staff and the actual figure based on those transferring on the 1st October could be around 25% larger. The initial repayment rate for the Trust to cover ongoing pension entitlements has been estimated by the actuarial valuation as 13.1% of salaries, which is marginally more than the 12.9% that the council pays. The council will be expected to pick up this cost by way of transferring additional budget to the Trust, but this only applies should the final figure remain small (0.2% equates to under £20k per year). Should the figure end up larger the DfE will be approached for funding.
51. The Trust will need to monitor and control its activities in terms of recruitment and early retirement, such that it does not build up future pension liabilities in relation to its staff that are more than the annual ongoing pension budgets that the Council will transfer to it. In order to monitor this the DfE has been asked to fund an annual actuarial valuation of the Trust's pension liabilities (normally undertaken every 3 years).
52. In theory the pensions guarantee that the Council will issue should not be called upon and the Trust will manage its affairs in such a way as to be able to meet its normal staff pension payments and any additional payments that arise due to its recruitment and early retirement decisions. However in the

unlikely event that this was not possible the Council would need to meet these payments. No financial limit can be put on the extent of the Council's guarantee and the Council must use the all-encompassing wording for the guarantee s prescribed by the Pensions Authority.

Assets

53. The Council will need to transfer rights to use a number of council assets to the Trust. These mainly consist of I.T. and other equipment. An inventory and valuation will need to be produced and a basis of transfer agreed. The Council cannot simply 'gift' the assets to the Trust for free, as there would be no justification for doing so with the Trust being a separate company, yet the Trust is not in a position to buy the assets. It is therefore proposed that assets will be operated under a licence by the Trust.

Financial Risk Share/Cash Flow

54. The DfE have insisted on the Trust being a separate legal body. As such it has no financial or other backing behind it, has no financial 'history', no reserves etc. This could lead to difficulties should the Trust overspend or should its cash flow be uneven with payments and liabilities falling prior to income being received under contract from the Council. In order to mitigate these risks and give the Trust the best chance of financial success/survival the Council will need to offer the Trust the following facilities:-
- i. An interest free loan of £1m. This would only be drawn down in the event that the Trust could not meet its payment requirements for a temporary period, but there is obviously some risk for the Council and a small interest cost for the provision of such a facility if it is used.
 - ii. The Council will pay the Trust 2/7ths of its budget at the start of October and 1/7th each of the following months. It will then pay the Trust 2/13ths of its budget followed by 1/13th a month for a full year. This will enable the Trust to have a cash "Buffer" against unforeseen cash flow issues
 - iii. The council will provide the Trust with the opportunity to receive payments from it's redundancy/early retirement funds and its IT development funds. This will be on the same basis and meeting the same criteria as other council departments. Thus if Trust have plans that involve redundancies and/or early retirements and will over time deliver contract savings to offset the upfront costs, the council will meet those costs subject to the normal criteria set by the council which applies to its internal managers and departments. Similarly the Trust will be able to bid for IT development projects, systems refresh and upgrades, mobile working initiatives and the Trusts bids will be evaluated and treated and funded equitably by the IT Governance Board (on which the Trust will be offered a seat) with other competing bids for IT funding.
55. The most significant issue is that as the Trust lacks an owner with funds and has no financial backing it cannot be expected to take all of the risk on the variability of its costs, particularly those for Children in Care, which together with other external payments make up about 50% of the Trust's budget. The

DfE do not appear to have given much consideration to this issue, but it is clear that the Trust would bear an unacceptable level of financial risk/volatility should it be entirely responsible for these potential budget/cost variances. It should also be remembered that at present the Council has to cover any overspend in Children's Services, and whilst it was expected that all of this risk would pass to the Trust, this clearly is not feasible. The Council is negotiating with the Trust about the proportion of over or underspend that it will be willing to take responsibility for and thus limit the Trusts exposure to risk. No final agreement has been reached, but the core elements of the council's offer to share financial risk are likely to be:

- That the Council share risk with the Trust on the basis of the council taking 90% of the risk (either upwards or downwards) in the first 6 months and then 80%, 75% and 70% in each of the next 3 years as the Trust matures operationally and financially.
- That this % be applied to the entire financial position of the Trust. This is for clarity/simplicity purposes and to avoid potential disagreements about the nature and causes of overspends (underspends)

The Trust Budget

56. The Trust budget is likely to be around £47m per year of which an estimated £41.6m (full year figure) will be transferred from the Council. See Appendix 4. About 40% of this will be spent on Children in Care (placements, fostering, residential homes etc) and adoption, guardianship and other allowances.
57. In addition the Council needs to recognise that whilst the actual/projected overspends in Children's services have been reducing from over £3m to £1.8 m in 2013/14 to a projected £1.3m in 2014/15, the Council will need to fund the Trust on a one-off basis for the first 6 months for the net additional spend in areas of the budget transferring to the Trust. This will mean that the Trust will be funded
- a) For a period during which the Trust works to address these overspends (mainly on placements, 16 + service, family contact etc).
 - b) For some additional temporary capacity to address these problems, the majority of which are outstanding issues from the Improvement Plan and;
 - c) To provide financial resources to address one or two known inadequacies relating for example to systems and the use of systems.
58. Work is still going on to assess these issues, but it is likely that between £1m and £1.5m of one-off funding will need to be provided of which is it anticipated that £0.4m will come from the existing CYPS Improvement budget and the rest from the Council's Service Transformation budgets.
59. Improvement funding: the Council has agreed to provide one off funding of £650k from the CYPS Improvement Plan budget & the Service Transformation Fund to support work on Liquid Logic, placements for children in care and over 16, and also to deliver agreed savings.

Future Budget Setting

60. A range of options have been discussed with the Trust with regard to future budget setting. These range from at one extreme the council and Trust jointly estimating the future costs to the Trust of inflation, pay, pensions, service pressures, legislative change, National Insurance etc and then the Trust coming up with proposals to meet those additional costs; through to a situation where discussion on what future savings the Trust will commit to achieving is separated out and based on service issues and the financial pressures faced by the council, meaning that the savings could come to more or less than the increases in budgets. The latter approach is similar to the Council's current budget setting process, but gives the Trust less freedom/separation. The Trust have indicated that they would prefer the latter approach and this is the council's preferred option as it fits with our current approach.

Support Services

61. The potential costs of the Trust totally separating from the Council and buying all its own support services could give rise to "disaggregation" cost of £1.3-£1.5m a year. Mutually agreed arrangements for transferring legal staff and finance staff and for the Trust buying IT and other services have currently reduced these costs to about £0.2m per year (which the DfE has indicated it will pay). There does however, remain a significant risk (which has been raised with the DfE) that if and when the Trust contracts for these services they may choose another supplier and this will leave the Council with further significant (up to £1.3m?) potential cost of disaggregation. These are costs that should be met by the DfE under the terms of the MoU should they occur and the Council will be seeking assurance from the DfE on these issues.

HUMAN RESOURCES IMPLICATIONS

62. There are significant HR implications for the Council arising from the report. Currently the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) protect the rights of employees in a transfer situation enabling them to be protected on the same contractual terms and conditions and their continuity of service is also preserved. All employees who were employed in the transferring services immediately before the transfer automatically transfer from the Council (the transferor) to the Trust (the transferee). Where employees transfer the Trust will take over the rights and obligations arising from those contracts of employment, except criminal liabilities. Any liabilities relating to employees who were dismissed before the transfer (for a reason connected with it) also transfer to the transferee.
63. The Council has a responsibility to conduct a full and meaningful consultation with employees at the earliest practicable time. The Council is also obliged to give the Trust written information about the employees who are to transfer. Not all contractual provision may be capable of transfer and the Trust will need to inform the Council of any "measures" that it intends to take to change these. Failure to do any of these could result in a liability for the payment of compensation.

64. There can be HR issues when identifying people whose role is partly to undertake activities for the area transferring. Normal practice is that where the majority of the role is related to it then it will be subject to transfer and where it is less it will not. The council has tried to assess such roles carefully and may have to address any imbalance in staff resources that can occur.

65. The Council will also need to ensure it complies with the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2013 which applies to all transfers after May 2014

The changes in these regulations include:

- The ability to renegotiate terms of a collective agreement after one year from the transfer
- Confirming recent case law that collective agreements are static and only the terms and conditions in the collective agreement existing at the time of the transfer will apply to the employment with the new employer
- If the transferor and transferee agree, the transferee can count any period of meaningful pre-transfer consultation towards the minimum collective redundancy consultation period.
- Employee liability information must be provided by the transferor to the transferee at least 28 days before the transfer.
- Dismissal will only be automatically unfair if the reason for the dismissal is the transfer itself. This removes the provision for 'a reason connected with the transfer'.
- A variation to an employment contract will not be automatically void even if the reason for the variation is the transfer itself if 'the terms of that contract permit the employer to make such variation'. This wording reflects the Acquired Rights Directive more closely.
- A change in location can be an ETO reason. If the place of work changes after a TUPE transfer, any redundancies due to that change will not be automatically unfair.

66. Approximately 450 staff will be TUPE transferred to the Trust and this will leave a similar number of staff in CYPS providing youth, children centre, commissioning, contract management, early help and education services.

67. All known staff to be TUPE transferred have been written to in order to commence consultation, apart from staff in IFSS (where a major restructure is being completed) and they will be written to in early September. Staff meetings have been held and staff queries are being addressed.

68. There has been some difficulties over about 30 casual relief staff who are not covered by TUPE, but the Trust has indicated that it will treat these staff on a TUPE equivalent basis. There are also some complexities being addressed with regard to a significant number of CYPS staff who were on

temporary (time limited) contracts, over 20 of which were due to end before the 1 October. These issues are being actively addressed.

69. The Trust is considering applying for RPMO status, this will give continuity of service rights for redundancy purposes to staff joining or leaving the Trust, (other than under TUPE).

EQUALITY IMPLICATIONS

70. As part of the Children's Services Trust project work, the Council is using and analysing a range of data to demonstrate its compliance with the general equality duty for people who share a protected characteristic who are either its service users; its employees; and other people who could be affected by its policies and practices and a due regard statement has been initiated for the project. As the work on establishing the Trust has progressed, indications are that, when the Trust is first set up, the way it is going to operate will differ very little from the way that services, that are moving to the Trust, currently operate and the anticipated impact on staff and service users will be negligible. An analysis of the data collected by the Council regarding young people who are 'Children in Need', 'Children in Care' and the Council's Foster Carers, in the main, does not indicate the need to give additional considerations in ensuring compliance with the general equality duty when taking forward the work to establish the Trust.

CONSULTATION

71. This report has significant implications in terms of the following:

Procurement	x	Crime & Disorder	
Human Resources	x	Human Rights & Equalities	X
Buildings, Land and Occupiers	x	Environment & Sustainability	
ICT	x	Capital Programme	

BACKGROUND PAPERS

72. None

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DIRECTION UNDER SECTION 15(5) OF THE LOCAL GOVERNMENT ACT 1999 AND SECTION 497A(4) and (4B) OF THE EDUCATION ACT 1996 TO DONCASTER METROPOLITAN BOROUGH COUNCIL

WHEREAS

1. In this Direction:
 - a. “the 1996 Act” means the Education Act 1996;
 - b. “the 1999 Act” means the Local Government Act 1999;
 - c. “the August 2013 direction” means the direction of 16 August 2013 given by the Secretaries of State to the authority;
 - d. “the authority” means Doncaster Metropolitan Borough Council;
 - e. “children’s social care functions” means the functions described in section 50(2) of the Children Act 2004;
 - f. “disabled child” has the meaning given by section 17(11) of the Children Act 1989 and references to disabled children are to be construed accordingly;
 - g. “Secretaries of State” means the Secretary of State for Communities and Local Government and the Secretary of State for Education;
 - h. “the Services Agreement” means the contract to be entered into by the authority and the Trust, a draft of which is annexed to this Direction;
 - i. “the Trust” means the Doncaster Children’s Services Trust Limited (registered company number 8805834), established pursuant to the August 2013 direction.
2. Pursuant to the August 2013 direction, the Secretaries of State remain of the view that the most appropriate means of securing that the authority’s children’s social care functions are performed to an adequate standard is the establishment and carrying on of the Trust.
3. The Secretary of State for Communities and Local Government, having considered the representations made by the authority as required by section 15(9) of the 1999 Act, and the Secretary of State for Education, having considered the representations made by the authority, consider it necessary or, as the case may be, expedient in accordance with their powers under section 15(5) of the 1999 Act and section 497A(4) and (4B) of the 1996 Act respectively, to direct the authority, as set out below, in order to ensure:
 - a. the authority’s compliance with the requirements of Part 1 of the 1999 Act in respect of its children’s social care functions; and
 - b. that the authority’s children’s social care functions are performed to an adequate standard.

NOW THEREFORE

4. Pursuant to their powers under section 15(5) of the 1999 Act and section 497A(4) and (4B) of the 1996 Act, the Secretaries of State direct that the authority shall:

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- a. secure that:
 - i. the functions set out in Schedule 1 to this Direction are performed by the Trust, on behalf of the authority;
 - ii. the functions set out in Schedule 2 to this Direction are performed by the Trust with respect to children who are not disabled children and by the authority with respect to disabled children;
 - iii. the functions set out in Schedule 3 to this Direction are performed by both the Trust and the authority;
 - b. enter into, and comply with, the terms of the Services Agreement;
 - c. comply with any instructions of either of the Secretaries of State in relation to:
 - i. ensuring that the authority's children's social care functions are performed to an adequate standard;
 - ii. the carrying on or, as the case may be, the winding up of the Trust;
 - iii. terms of the Service Agreement that require the Secretary of State's consent or approval;
 - iv. the operation of this Direction;
 - d. refrain from exercising functions under Part 1 of the Children and Young Persons Act 2008 (entry into arrangements with a body corporate in relation to the discharge of the authority's children's social care functions) in relation to the authority's children's social care functions without the prior written approval of the Secretary of State for Education.
5. In this Direction, a reference to a function under a particular section, part or chapter of any primary legislation ("Act"):
- a. means that function only insofar as it relates to children; and
 - b. includes:
 - i. subsequent amendments, modifications, enactments or re-enactments to or of the particular section, part or chapter of that Act;
 - ii. schedules brought into force by virtue of the particular section, part or chapter of that Act;
 - iii. regulations or orders made under the particular section, part or chapter of that Act.

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6. If a particular section, part or chapter of any Act is repealed, to any extent, then the function in question shall cease to apply and neither the Trust nor the authority shall be required to perform that function (to the extent of the repeal).
7. If a particular section, part or chapter of any Act listed in the Schedules to this Direction is to come into force, then the function in question shall not apply, and neither the Trust nor the authority shall be required to perform that function, until such time as, and to the extent that, the relevant provision enters into force.
8. The headings to the statutory provisions set out in the Schedules to this Direction in parentheses are for illustrative purposes only and do not form part of this direction.
9. Nothing in this Direction shall affect any right of the authority to arrange for the provision of additional services by the Trust, whether pursuant to the Services Agreement or otherwise.

Signed on behalf of the Secretary of State for Communities and Local Government and the Secretary of State for Education:

Paul Rowsell

A Senior Civil Servant in the Department for Communities and Local Government

Graham Archer

A Senior Civil Servant in the Department for Education

Date:

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SCHEDULE 1

FUNCTIONS TO BE PERFORMED BY THE TRUST

Functions under the Children and Young Persons Act 1933

Section 34 (Receipt of information in relation to the arrest and/or police detention of a child or young person for whom the Authority is providing accommodation).

Section 34A (Duty to attend court during all stages of proceedings in relation to a child or young person charged with an offence and who is in the care of or being accommodated by the Authority).

Functions under the Children and Young Persons Act 1969

Section 5 (Receipt of information in relation to the laying of information in relation to offences by young persons who reside in the Authority's area).

Section 9 (Duties in relation to investigating and providing such information about a young person resident in the Authority's area (e.g. home, school and health backgrounds) as the Authority feels will assist proceedings in courts where such a young person appears in connection with any offence).

Section 23B (Duty to prepare a report in relation to where a young person is to be placed on remand in accommodation provided or arranged by the Authority).

Section 26 (Duty to receive into care any person under the age of 18 years designated by the Secretary of State as subject to orders under authorities of, and on transfer into England from, the Channel Islands or Isle of Man).

Section 30 (Duty to detain a convicted young offender in a community home provided by the Authority in accordance with directions and instructions given by the Secretary of State).

Section 32 (Duty to receive and accommodate a young person who has been detained by a constable following absenteeism from accommodation provided by the Authority).

Schedule 3 (Functions in relation to the transfer of staff and liabilities of existing institutions to be used for the purposes of a community home provided by the Authority).

Functions under the Children Act 1989

Section 31 (Power to apply to the court for a care or supervision order in respect of a child who has not yet attained the age of 17 years (or 16 years where the child is married)).

Section 31A (Duties relating to preparation of a care plan for any child in respect of whom a care order application has been made).

Section 33 (Duty, in relation to any child in respect of whom a care order has been made, to receive into and keep in care the child for so long as the care order remains in force).

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Section 34 (Duty, in respect of a child in the care of the Authority, to allow the child contact with the parents, guardian or any person with parental responsibility for the child, subject to provisions of this section).

Section 35 (Duties, in capacity as a Supervisor of a child subject to a supervision order, in relation to the supervision order).

Section 37 (Duties, under direction of the court, in relation to undertaking investigations into the circumstances of a child's welfare).

Section 39 (Power to apply to the court for discharge of a care order by which the Authority is designated).

Section 42 (Duties in relation to allowing access to an officer of the Service to records compiled in connection with the making or proposed making by any person of an application under this Act in respect of the child concerned).

Section 43 (Power to apply to the court for a child assessment order under specified conditions).

Section 44 (Functions in relation to emergency protection orders).

Section 46 (Functions in relation to receiving information from the police regarding the police removing a child into protection).

Section 47 (Duties in relation to investigating whether the Authority should take any action to safeguard or promote the welfare of any child in the Authority's area whom the Authority has been informed has been made the subject of an emergency protection order or is in police protection).

Section 50 (Functions with respect to recovery orders and the recovery of abducted children).

Section 52 (Functions with respect to rules and regulations made under this section).

Schedule 3 (Parts 1 and 2 only: duties in relation to supervision orders).

Functions under the Adoption (Intercountry Aspects) Act 1999

Sections 1 and 2(4) (Duties in relation to giving effect to the Convention on Protection of Children and Co-operation in respect of intercountry adoption).

Functions of the authority under the Adoption and Children Act 2002 in its capacity as an adoption agency

Section 1 (Duty to have regard for various specified matters when coming to a decision relating to adoption of a child).

Section 3 (Duty to maintain an adoption service).

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Section 3A (Functions in relation to recruitment, assessment and approval of prospective adopters).

Section 4 (Duty to carry out assessments of needs for adoption support services).

Section 4A (Functions in relation to adoption support services and personal budgets) – upon commencement of this provision.

Section 4B (Functions in relation to adoption support services and the provision of information).

Section 7 (Duties to comply with, and powers under, directions of an appropriate Minister regarding inactive or defunct adoption societies).

Sections 9 to 12 (Duties to comply with various Regulations made under this Act).

Section 13 (Duty to provide an appropriate Minister such information pertaining to adoption as is requested).

Section 14 (Duty to comply with such directions as appear to an appropriate Minister to be necessary for purposes of ensuring that any duties of the Authority pertaining to adoption are complied with).

Section 15 (Duties and powers in relation to inspections of premises in which a child who has been placed by an adoption agency is living).

Section 18 (Powers in relation to placement for adoption and adoption orders).

Section 19 (Powers in relation to placing children for adoption with parental consent).

Section 22 (Duty to apply to the courts for adoption placement orders).

Section 23 (Power to join with another Authority in application for variation of a placement order).

Section 24 (Power in relation to the revocation of placement orders).

Section 25 (Functions in relation to parental responsibility over a child authorised to be placed for adoption).

Section 26 (Powers in relation to making applications for contact orders regarding children placed for adoption).

Section 27 (Powers in relation to variation or compliance with contact orders).

Section 30 (Functions in relation to removal of children who have been placed for adoption).

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Section 31 (Duty to return a child not placed or who is a baby within 7 days upon request of parents).

Section 32 (Duty to return a child placed for adoption within 14 days when parental consent is withdrawn).

Section 33 (Duty to return a child placed for adoption within time stipulated by the court when a placement order is refused).

Section 34 (Functions in relation to prohibition on removal of a child who has been placed).

Section 35 (Duties in relation to a child returned by the adopters).

Section 37 (Power to remove a child where adoption does not materialise).

Section 38 (Power to remove a child where the child has been placed with foster parents and adoption does not materialise).

Section 39 (Power to remove a child from a parent's partner where adoption does not materialise).

Section 40 (Power to remove a child in other circumstances where adoption does not materialise).

Section 41 (Duties in relation to recovery orders made by the courts).

Section 42 (Duties in relation to preliminaries to adoption).

Section 43 (Duty to submit to a court considering an adoption order a report on the suitability of the applicants for the adoption order).

Section 44 (Duties in relation to a notice of intended adoption).

Section 45 (Functions in relation to the suitability of adopters).

Sections 51A and 51B (Functions in relation to post-adoption contact).

Section 53 (Functions in relation to regulations modifying the Children Act 1989 in relation to adoption).

Section 54 (Duty to disclose prescribed information to prospective adopters).

Section 56 (Duty to keep and/or disclose prescribed protected information in relation to a person's adoption).

Section 57 (Duties in relation to restriction of disclosure of protected information about a person's adoption).

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Section 58 (Duty to keep and/or disclose prescribed other information in relation to a person's adoption).

Section 62 (Functions in relation to processing an application seeking protected information about the adoption of a person who has not yet attained the age of 18 years).

Section 63 (Duty to comply with regulations regarding the availability and provision of counselling in relation to adoption).

Section 64 (Duty to comply with regulations making other provisions in relation to adoption).

Section 79 (Functions in connection with the Adopted Children Register).

Section 83 (Duty to comply with regulations in relation to adoption of a child brought into the United Kingdom).

Section 94 (Powers in respect of certain reports about adoptions).

Section 98 (Duty to comply with regulations conferring functions in relation to disclosure of information regarding adoption).

Section 103 (Duty to give officers of the Service access to certain Authority records).

Section 125 (Functions in relation to the Adoption and Children Act Register).

Section 128 (Duty to comply with request for information prescribed by the Secretary of State for inclusion in the Adoption and Children Register compiled pursuant to section 123 of this Act).

Section 129 (Functions in relation to the disclosure of information).

Functions under the Children and Young Persons Act 2008

Part 1 (Duties and powers in relation to discharging care functions in respect of children and young persons).

Functions under the Legal Aid, Sentencing and Punishment of Offenders Act 2012

Section 92 (Duties in relation to arranging or providing for a child remanded to local authority accommodation).

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SCHEDULE 2

**FUNCTIONS TO BE PERFORMED BY THE AUTHORITY WITH RESPECT TO
DISABLED CHILDREN AND BY THE TRUST WITH RESPECT TO CHILDREN WHO
ARE NOT DISABLED CHILDREN**

Functions under the Mental Health Act 1983

Section 116 (Duties in relation to arranging for visits to be made to, and other steps to be taken in relation to, a child or young person who has been admitted to a hospital or care home and who is in the care of the Authority by virtue of a care order within the meaning of the Children Act 1989).

Functions under the Health and Social Services and Social Adjudications Act 1983

Section 17 (Powers in relation to charges for welfare services provided by the Authority).

Functions under the Children Act 1989

Section 7 (Duties in relation to providing reports on the welfare of children).

Section 9 (Duties with respect to restrictions on applying for child arrangement orders).

Section 14A (Duties with respect to special guardianship orders).

Section 14D (Power to apply for varying or discharge of a special guardianship order in respect of a child who is the subject of a care order in which the Authority is designated).

Section 14F (Duty with respect to assessment of and making arrangements for the provision of special guardianship services in the Authority's area).

Section 16 (Duty to make an officer of the Authority available to advise, assist and/or befriend any person named in a family assistance order where directed by the Family court).

Section 17 (Duties in relation to safeguarding and promoting the welfare and upbringing by their families of children in the Authority's area who are in need).

Sections 17ZA, 17ZB and 17ZC (Functions with respect to young carers' needs assessments) – upon commencement of these provisions.

Sections 17ZD, 17ZE and 17ZF (Functions with respect to parent carers' needs assessments) – upon commencement of these provisions.

Section 17ZG (Functions with respect to provision of section 17 services where EHC plan maintained).

Section 17A (Power to make direct payments as may be determined and as may be authorised by the appropriate national authority to a person with parental responsibility

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for a disabled child, a disabled person with parental responsibility for a child; or a child aged 16 or 17 years).

Section 17ZB (Functions with respect to vouchers for persons with parental responsibility for disabled children).

Section 18 (Duties in relation to provision of day-care for specified children in the Authority's area).

Section 20 (Duties in relation to provision of accommodation for children in need in the Authority's area).

Section 21 (Duties in relation to provision of accommodation for children who are removed or kept away from home).

Section 22 (General duty in relation to children looked after by the Authority).

Section 22A (Duty to provide accommodation for children in the care of the Authority).

Section 22B (Duty to maintain, in respects apart from provision of accommodation, children in the care of the Authority).

Section 22C (Duties in relation to making arrangements for accommodation and maintenance of children looked after by the Authority).

Section 22D (Duty, where the Authority is providing specified accommodation, to review a child's case before making arrangements for alternative accommodation).

Section 22E (Duty in relation to placing a child being looked after by the Authority in a children's home provided, equipped and maintained by an appropriate national authority).

Section 22G (General duty to secure sufficient accommodation for specified children being looked after by the Authority).

Section 23 (Duties in relation to provision of accommodation and maintenance of children being looked after by the Authority).

Section 23ZA (Duty to ensure that specified children are visited by a representative of the Authority).

Section 23ZB (Duty to appoint an independent person to be a specified child's visitor where prescribed by regulations of the appropriate national authority or where it appears to the Authority to be in the child's interest to do so).

Section 23A (Power to prescribe additional categories of relevant children for purposes of duties under Section 23B of this Act).

Section 23B (Duties as to additional functions in respect of relevant children for whom the Authority is the responsible authority).

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Section 23C (Duties continuing in relation to former relevant children).

Section 23CZA (Functions with respect to arrangements for certain former relevant children to continue to live with former foster parents).

Section 23CA (Duties in relation to providing assistance to specified former relevant children to pursue education or training).

Section 23D (Duty to appoint a personal adviser for specified young persons as required by the appropriate national authority).

Section 23E (Duties and powers in relation to pathway plans for specified children).

Section 24 (General duties in relation to specified persons qualifying for advice and assistance).

Section 24A (Duties, in respect of specified persons, in relation to considering and then providing, if considered that the person qualifies for it, advice and assistance).

Section 24B (Power to give assistance to any specified person qualifying for assistance by virtue of section 24 by contributing to expenses incurred by that person in living near the place where he or she is or will be employed).

Section 24C (Duty to inform another local authority in whose area a specified person proposes to live or is living).

Section 24D (Duty to establish a procedure for considering representations from a relevant child or other specified person).

Section 25 (Duty not to place a child being looked after by the Authority in secure accommodation (i.e. accommodation provided for the purpose of restricting liberty), subject to specified conditions).

Section 25A (Duty to appoint an individual, prescribed according to regulations, as an independent reviewing officer for the case of a child who is being looked after by the Authority).

Section 25B (Duties in relation to co-operating with any individual appointed as an independent reviewing officer for the cases of any children being looked after by the Authority).

Section 26 (Duties with respect to case reviews).

Section 26A (Duties in relation to making arrangements for the provision of assistance to persons making representations under sections 24D or 26 of this Act).

Section 27 (Duties and powers in relation to co-operation between specified authorities in exercising functions under Part 3 of this Act).

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Section 29 (Power to recover from a specified person such charges for services other than advice, guidance or counselling as the Authority considers necessary, subject to conditions in this section).

Section 53 (Duties in relation to provision of community homes for care and accommodation of children looked after by the Authority and for purposes connected with the welfare of children).

Section 55 (Power to refer to the Secretary of State for determination of any dispute arising in respect of a controlled community home).

Section 56 (Duty, pursuant to a notice from the Secretary of State, to conduct a controlled or assisted community home in the Authority's area where the provision of the home is ceased by a voluntary organisation).

Section 57 (Power to withdraw designation of a controlled or assisted community home).

Section 58 (Duty to receive compensation payable by the proprietor of a premises used for purposes of a controlled or assisted community home where provision of the home is ceased or the premises disposed of).

Section 62 (Duties in relation to ensuring safeguarding and promotion of welfare of children by voluntary organisations providing accommodation to the children in the Authority's area).

Section 67 (Duties in relation to ensuring promotion of welfare of children who are privately fostered in the Authority's area).

Section 68 (Powers in relation to giving of consent to a person to foster a child privately where he is otherwise disqualified from doing so by regulations made by the Secretary of State for the purposes of this section).

Section 69 (Power to prohibit private fostering by a person, subject to specified conditions).

Section 80 (Power to give or withhold consent to authorisation of an officer of the Authority by the Secretary of State to inspect children's homes).

Section 83 (Powers in relation to conducting, or assisting other persons conducting, research into specified matters in relation to adoption or accommodation of children in the Authority's area).

Section 85 (Duty to receive notification in respect of children in the Authority's area accommodated by health authorities and local education authorities under specified conditions).

Section 86 (Duty to receive notification in respect of children in the Authority's area accommodated in care homes or independent hospitals under specified conditions).

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Section 86A (Duties in relation to arranging for a child for which notification has been received under sections 85 or 86 of this Act to be visited by a representative of the Authority).

Section 100 (Duty to obtain leave of the court for any application for any exercise of the court's jurisdiction with respect to children).

Schedule 1 (Powers in relation to contributions to a child's maintenance under paragraph 15).

Schedule 2 (Duties in relation to providing support for children and families).

Schedule 4 (Functions in relation to management and conduct of community homes).

Schedule 5 (Functions in relation to the placing of children in voluntary homes).

Schedule 6 (Functions in relation to the placing of children in private children's homes).

Schedule 7 (Functions in relation to foster parents and the limit on the number of foster children).

Schedule 8 (Functions in relation to privately fostered children).

Functions under the Carers (Recognition and Services) Act 1995

Section 1 (Duty to assess the ability of carers to provide care).

Functions under the Carers and Disabled Children Act 2000

Whole Act (Functions in relation to assessment of carers' needs; provision of services to carers; and provision of vouchers in respect of care provision).

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SCHEDULE 3

FUNCTIONS TO BE PERFORMED BY BOTH BY THE TRUST AND THE AUTHORITY

Functions under the Health Services and Public Health Act 1968

Section 65 (Powers to give financial and other assistance to certain voluntary organisations).

Functions under the Health and Social Care (Community Health and Standards) Act 2003

Section 114 (Duty to consider complaints in relation to discharge of any social services functions of the Authority).

Functions under the Children Act 2004

Section 9A (Duty in respect of safeguarding targets which may be set by the Secretary of State).

Section 10 (Duty to promote co-operation with various relevant partners and such other bodies as the Authority considers appropriate for the purpose of improving well-being of children in the Authority's area).

Section 12 (Duty, where required by the Secretary of State, to establish and operate databases of information in respect of persons to whom arrangements under Section 10 relate).

Section 12C (Power to make payments in respect of expenditure incurred by or for any purposes in connection with a Children's Trust Board on which the Authority or its partners are represented).

Section 12D (Where represented on a Children's Trust Board, a duty to supply to the Board any information requested by it for the purposes of enabling or assisting it to perform its functions).

Sections 13 to 16 (Functions in relation to establishment and operation of a Local Safeguarding Children Board for the area of the Authority).

Section 17A (Duty to have regard for the children and young people's plan of any Children's Trust Board which includes a strategy for co-operation with the Authority).

DIRECTION UNDER SECTION 15(5) OF THE LOCAL GOVERNMENT ACT 1999 AND SECTION 497A(4B) OF THE EDUCATION ACT 1996 TO DONCASTER METROPOLITAN BOROUGH COUNCIL

WHEREAS

1. The Secretary of State for Communities and Local Government and the Secretary of State for Education (“the Secretaries of State”), have carefully considered the following reports in respect of the Metropolitan Borough Council of Doncaster (“the authority”):
 - a. the Audit Commission’s Corporate Governance Report of 19 April 2010;
 - b. The Edlington Case - A Review by Lord Carlile of Berriew CBE QC at the request of the Secretary of State for Education of 16 November 2012;
 - c. Ofsted’s inspection of local authority arrangements for the protection of children in Doncaster Metropolitan Borough Council dated 16 November 2012; and
 - d. Doncaster Recovery Board’s Recovery Plan Annual Stocktake Report: Assessment of the State of Intervention 2012 of 8 January 2013.
2. The Secretaries of State were satisfied that the authority is failing to comply with the requirements of Part 1 of the Local Government Act 1999 (“the 1999 Act”), and is failing to perform to an adequate standard, or at all, some or all of the functions to which section 497A of the Education Act 1996 (“the 1996 Act”) is applied by section 50 of the Children Act 2004 (“children’s social care functions”), namely:
 - a. social services functions, as defined in the Local Authority Social Services Act 1970, so far as those functions relate to children;
 - b. the functions conferred on the local authority under sections 23C to 24D of the Children Act 1989 (so far as not falling within paragraph (a) above); and
 - c. the functions conferred on the authority under sections 10, 12, 12C, 12D and 17A of the Children Act 2004.
3. The Secretaries of State issued a direction on 17 April 2013, in exercise of their powers under section 15(5) and (6) of the 1999 Act and section 497A(4B) of the 1996 Act, in respect of the authority (“the April 2013 direction”), and that direction remains in force.
4. The Secretaries of State have carefully considered the report and recommendations of Professor Julian Le Grand, dated 24 May 2013, on the most appropriate structure and governance arrangements for delivering improvements to the authority’s children’s social care services.

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5. The Secretaries of State remain satisfied that the authority is failing to comply with the requirements of Part 1 of the 1999 Act, and is failing to perform to an adequate standard, or at all, some or all of their children's social care functions.
6. The Secretaries of State propose:
 - a. to appoint a person ("the Commissioner for Children's Social Care") to act as a Commissioner for the purposes of:
 - i. the April 2013 direction (including, in particular, for the purposes of paragraph 4.iii. of that direction); and
 - ii. this direction;
 - b. to establish, or to secure that the Commissioner for Children's Social Care establishes, a company ("the Trust") for the purposes of, in particular, planning, managing, providing and/or delivering the authority's children's social care functions.
7. The Secretary of State for Communities and Local Government, having considered the representations made by the authority as required by section 15(9) of the 1999 Act, and the Secretary of State for Education, having considered the representations made by the authority, consider it necessary or expedient in accordance with their powers under section 15(5) of the 1999 Act and section 497A(4B) of the 1996 Act to direct the authority, as set out below, in order to ensure:
 - a. the authority's compliance with the requirements of Part 1 of the 1999 Act; and
 - b. that the authority's children's social care functions are performed to an adequate standard.

NOW THEREFORE

8. Pursuant to their powers under section 15(5) of the 1999 Act and section 497A(4B) of the 1996 Act, the Secretaries of State direct that the authority shall:
 - a. comply with any instructions of the Secretary of State for Education or the Commissioner for Children's Social Care in relation to the authority's exercise of their children's social care functions;
 - b. in relation to the establishment, setting up or carrying on of the Trust:
 - i. comply with any instructions of the Secretary of State for Education or the Commissioner for Children's Social Care;
 - ii. provide such assistance to the Secretary of State for Education or the Commissioner for Children's Social Care as they may require; and

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- iii. cooperate fully with the Secretary of State for Education and the Commissioner for Children's Social Care.

Signed on behalf of the Secretary of State for Communities and Local Government and the Secretary of State for Education

Graham Archer
A Senior Civil Servant in the Department for Education

Paul Rowsell
A Senior Civil Servant in the Department for Communities and Local Government

Date:

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Transferring Services

Appendix 2

Approximately 50% of CYPS will transfer to the Trust under the following headings:

- 4 x Intensive Family Support Teams – offering intensive packages of support focussing on the prevention of escalation of need and providing a 'step down service' for children no longer needing social care input
- All of Social Care to include:
 - All Managers up to and including Assistant Director
 - Referral and Response – front door into the service based in the Mary Woollett Centre offering an emergency response service and identifying that work that requires further social care involvement; includes the out of hours service and includes the social care contribution to the multi-agency Child Sexual Exploitation Team
 - Assessment and Child Protection Teams – area based teams of team managers, social workers and social work assistants working with children in need; children subject to child protection plans and the early stages of children in the care system.
 - Children in Care Teams – areas based teams of team managers, social workers and social work assistants working with children in the care of the Council
 - Fostering and Adoption Service – team managers and social workers who work to recruit, assess and support foster carers and adoptive parents
 - 4 x Residential Units (except for Oaklands Respite Unit)
 - Safeguarding and Standards Service – Independent Reviewing Officers; Child Protection Advisers; Training Officers; Doncaster Safeguarding Children's Board Business Unit
 - Business Support Staff – attached to the various teams and services described above
- Youth Offending Service – Council staff based within this multi-agency service
- Legal - Child Care lawyers who work with social workers when legal intervention is required to secure the well-being of children)
- E-systems team – train and support staff in the use of and development of Liquid Logic (social care service database and source of performance information)
- Legal and Finance staff from Finance and Corporate Services plus budgets for HR, Procurement and other support services

CYPS Services not Transferring

- All of the services under Jo Moxon, Assistant Director Education. This includes:
 - Education Standards and Effectiveness
 - Learner Engagement
 - Special Education Needs and Disabilities (including the Children with Disabilities social work team)

- All of the services under the (interim) Assistant Director for Commissioning and Performance, Annie Callanan. A proposed new structure is currently out to consultation with affected staff and through the Union/HR mechanisms. Save for the e-systems team currently within this service (see above), all the newly constructed services will remain in DMBC. Those currently providing an early years' service will under the new proposals transfer to the Education service

- The new Commissioning and Performance structure will assume responsibility for those elements of the early help offer not transferring to the Trust. These are:
 - The Children's Centres - building and staff groups
 - Youth Centres - building and staff groups

SUMMARY INCOME & EXPENDITURE BUDGET FOR THE TRUST – DRAFT

Appendix 4

Spend Type	Description	£000's
INCOME	Income from DfE - Recurring Additional Costs	3,668
	Income from Doncaster Council for Core Services	41,673
	Income from Doncaster Council for Additional Costs	o/s
	Income from Partners	1,659
	Miscellaneous Income	0
	Total Income	47,000
EXPENDITURE		
Operating Costs	Employee Related Expenses	18,259
	Premises Related Expenses	776
	Transport Related Expenses	659
	Supplies & Services	1,871
	Third Party Payments	13,023
	Transfer Payments	6,081
	Total Operating Costs	40,669
Operating Contribution		
Overheads		
	Leadership and Administration	
	HR and Organisational Development	
	Performance & Business Intelligence	
	Finance	
	Communications	
	Bought in Support Services	
	Total Overheads	4,931
EBITDA		
	Depreciation	
	Irrecoverable VAT	1,400
	Other Tax	
	Interest	
	Total Expenditure	47,000
RETAINED SURPLUS		0

DfE Funding For Additional Recurrent Trust Costs

Appendix 5

Type of Spend	First 6 Months £	2015/16 £	2016/17 £	2017/18 £
Staffing costs				
Chair	39,000	36,000	36,000	36,000
4 x NEDs	22,400	44,800	44,800	44,800
Chief Executive	73,200	146,400	146,400	146,400
Deputy Chief Executive				
Interim FD	39,000	-	-	-
Director of Finance & Company Secretary	48,680	97,360	97,360	97,360
Head of Organisational Development & HR	38,336	76,671	76,671	76,671
Head of Accounting & Business Planning	32,255	64,510	64,510	64,510
Head of Performance & Business Intelligence	38,336	76,671	76,671	76,671
Head of Communications & Engagement	32,255	64,510	64,510	64,510
Commissioning Manager	22,000	22,000	-	-
Children Services Representative / Operation Design	6,640	-	-	-
PA / Admin Support to CX and Heads of Service	67,465	134,930	134,930	134,930
Financial Systems	37,500	75,000	75,000	75,000
Finance advisory	37,500	75,000	75,000	75,000
HR advisory	20,000	40,000	40,000	40,000
Performance & Commissioning	190,000	380,000	380,000	380,000
ICT strategy/ICT client role/ and Information Governance Post	27,450	54,900	54,900	54,900
Office admin expenses	50,800	101,600	101,600	101,600
Sub Total	822,816	1,490,352	1,468,352	1,468,352
Accommodation Costs - HQ				
Blue Building	60,000	120,000	120,000	120,000
Sub Total	60,000	120,000	120,000	120,000
Other Additional Costs				
External Audit fee		25,000	25,000	25,000
Board Training	-	-	-	-
Ofsted Re-Registrations	17,360	17,360	17,360	17,360
Insurance Broker	17,000	17,000	17,000	17,000
Insurance	150,000	220,000	220,000	220,000
ERP Licence - One-off	25,000	25,000	-	-
ERP Licence - Recurring	-	5,000	10,000	10,000
Legal Support / Co Sec / Tax Advisory	40,000	80,000	80,000	80,000
HR Support - Review of Ts & Cs for new staff		50,000		-
Costs of Disaggregation / Irreducible Overheads				
Payroll Set up costs	4,113	8,225	8,225	8,225
Actuarial Valuation		10,000	10,000	10,000
Sub Total	253,473	457,585	387,585	387,585
Non-Recoverable VAT	700,000	1,400,000	1,300,000	1,200,000
Overall Cost	1,836,288	3,467,937	3,275,937	3,175,937

Split:

Trust	1,738,788	3,262,937	3,070,937	2,970,937
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Council:				
Finance advisory	37,500	75,000	75,000	75,000
HR advisory	20,000	40,000	40,000	40,000
Performance & Commissioning	40,000	80,000	80,000	80,000
Actuarial Valuation		10,000	10,000	10,000
Total Council	97,500	205,000	205,000	205,000

Overall Total (Reconciliation)	1,836,288	3,467,937	3,275,937	3,175,937
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Monitoring of improvements in children's services and of the Children's Trust:

This paper outlines the future monitoring arrangements once the Trust is operational, and describes the relationship between monitoring of the Trust itself, and monitoring of improvements to children services. The Trust will of course be a major contributor to those improvements, but delivering an effective children's service depends on the contribution of all key partners. This will include children's services remaining in the Council, as well as the police, schools, NHS and others.

Monitoring of improvements in children's services

- a) The role of the Local Safeguarding Children's Board is to oversee the effectiveness of multi-agency safeguarding children arrangements. In time it is expected that the Doncaster Safeguarding Children Board will be in a position to provide assurance to the Council on how well the system is performing and what more needs to be done. However the Board has not functioned well in the past and whilst with a new chair in place it is becoming more effective it is not yet ready to oversee improvements.
- b) We therefore propose that an additional arrangement is put in place to oversee the improvements to services that are progressing and to provide assurance to senior officers, across the partnership, and to members. This arrangement will also enable the Chief Executive to monitor the effectiveness of the DSCB.
- c) We suggest that the DSCB is required to commission a peer review within the next 12 months to evaluate the effectiveness of the Board

Proposal

1. To establish a Children's Improvement Partnership: chaired by the Chair of the Trust Board, to include the Chief Executive of the Council, the Director of Children's Services, the lead member, the Chief Executive of the Trust, senior representation from the Police and the NHS, DfE representation (Jane Hopkinson), chair of the children and families board the Bishop of Doncaster and independent chair of the DSCB (John Harris).
2. The partnership will oversee delivery of a high level improvement plan and will meet infrequently, either 4 monthly or 6 monthly. It is likely that the partnership will remain in place until the authority is no longer in intervention and the DSCB is in a position to undertake its role fully.

Monitoring of the Children's Trust

- a) The Trust will have comprehensive internal arrangements to monitor its own performance. It is proposed that the DCS or A.D. children's commissioning are able to attend meetings of the Board or any of the sub-groups.
- b) The Trust will contribute to the Partnership outlined above.
- c) As part of the service specification a number of protocols will be agreed between the Trust and the Council to ensure effective joint working on areas of shared and inter-linked responsibility such as early help, safeguarding disabled children, use of liquid logic.
- d) The proposal below recognises the balance needed to ensure effective monitoring of the contract between the Council and the Trust but at the same time not seeking to duplicate collection of information or micro managing the Trust's performance.

Proposal

1. To put in place regular monthly meetings between Chief Executive and Director of Children's Services, plus others as required, to share monthly performance links and review of working of protocols.
2. To establish quarterly monitoring meetings focusing on finance and performance to include Chief Executives of the Council and the Trust, chair of the Board, Lead Member, DCS and Director of Finance. If the Council's DCS has any fundamental concerns about the Trust's performance, he or she will have a right to make representation to the Board or one of its Committees about those concerns.
3. The Council and the Trust will undertake a formal annual review of the contract and agree any budget and service variations for the following year
4. The DCS will report to Scrutiny four times a year on the Trust, to include general updates, and an annual and mid- year review. The CE of the Trust or his representative will attend to respond to any questions or requests for additional information.
5. If Members wish to visit any of the Trust's children's homes or other services this will be facilitated by the Trust and these arrangements will be covered by an agreed protocol.

Transition Improvement Plan



Quality Approach 1 – Children, Young People and Families

Responsive to the voice of children, young people and families

- Implementation of a holistic customer experience model –actively seeking and responding to the voice of children and young people, parents and families, partners and external stakeholders, and staff teams

Improving the child and family journey

- Review service delivery at different tiers of need and identify gaps and improvement opportunities
- Establishment of a Multi-Agency Safeguarding hub (MASH)
- Review of thematic audit of care plans and existing training to promote effective care planning
- Develop an effective edge of care service that minimises care admissions and accelerates discharges
- Ensure that all care episodes are purposeful and time limited to the needs of the child

Quality Approach 2 – Workforce

Practice Standards

- Publish the Trust 'Charter' / social work contract
- Staff engagement and involvement in developing the required competence and performance
- Management oversight of casework through an enhanced supervision process

Recruitment & Retention

- Review skills mix and composition of teams to address inequitable caseloads
- Reduce the number of agency staff

Career Progression

- Development of the Trust Workforce Development Plan
- Establishment of 'Grow Your Own' team manager programme

Quality Approach 3 – Business Support & Infrastructure

Performance Management

- Implementation of a comprehensive performance and practice improvement framework
- Complete installation of Single View and roll out reports function for use by management to inform service improvement

IT Infrastructure

- Implement action plan to improve Liquid Logic functionality
- Pilot Liquid Logic mobile working module

Support Services

- Review and evaluation of the effectiveness and costs of support services and business systems that enable the delivery of outstanding quality services and outcomes for children and families

Quality Approach 4 – Strong Partner in Team Doncaster

Partner Engagement

- Build and test effectiveness of a Trust Strategic Partner engagement approach
- Invest in capacity building and support for Partners in implementing the Partnership's Early Help Strategy
- Build engagement with HEIs and research organisations to build the social work practice development framework

Contracting and Joint Working Arrangements

- Review and market test as necessary or as required by EU legislation all contracting arrangements.
- Review and action plan opportunities for formal joint budget arrangements, formal consortia and joint ventures to drive further improvement or efficiency