

Children's Hearings Scotland

Agreement with

Clackmannanshire Council,

Falkirk Council,

Stirling Council, and

West Lothian Council

1. This Agreement is established between Children's Hearings Scotland (CHS) and Clackmannanshire Council, Falkirk Council, Stirling Council and West Lothian Council (the Councils) under the terms of the Children's Hearings (Scotland) Act 2011, and relates to the support and administration requirements of the Area Support Team for the areas of the Councils as defined by the 2011 Act.

Background

2. The 2011 Act makes a number of changes to the children's hearings system ("the System") to help ensure that the System is nationally consistent and locally delivered, to ensure that all hearings are child and young person centred and that they make effective, evidence based decisions.
3. The 2011 Act provides for:
 - a new position of National Convener to provide leadership, support and coherence for panel members across Scotland;
 - the establishment of CHS, a new dedicated national body which will provide coherent and consistent support for panel members across Scotland, and support for the National Convener in the exercise of his/her responsibilities;
 - the establishment of a national Children's Panel to replace the existing 32 local Panels;
 - the establishment of Area Support Teams (ASTs) on a collaborative basis between local authorities and CHS to take local responsibility for the recruitment, selection, training, retention, support and deployment of panel members, and the operation of the System in local areas;
 - appointments to ASTs to be made by the National Convener, key among these will be the Area Convener who will provide leadership and direction to the AST and ensure that it fulfils its responsibilities.
4. The Councils undertake to support the operation of the AST, panel members and the System as set out in this Agreement.
5. The National Convener proposes to designate the area of the Councils as an AST to be known as the **Central and West Lothian Area Support Team** ("the AST"). The Act provides for the National Convener to delegate some of her functions to the AST.
6. In recognition of the importance of the System in promoting the welfare of children and also to ensure continuity of support currently provided to children's panels members in the areas of the Councils, the Councils agree to support the

operation of the AST and panel members on behalf of the National Convener, as set out in this Agreement.

Purpose of the Agreement

7. This Agreement records the extent of the support to be provided by the Councils and the agreement between them in relation to the funding of that support. In addition, by entering into this Agreement the Councils will confirm their consent to the formation of the AST.
8. Furthermore, the purpose of this Agreement is to record the commitment of CHS and the Councils to support:
 - the System in Scotland, and the national children's panel and underpinning framework of standards, in line with the terms of this Agreement;
 - administration of the AST by the Councils through the provision of the services of an AST clerk, and his or her team, and adequate accommodation, office and administration support required for the effective operation of the AST;
 - the national children's panel within the AST area through the Councils providing accommodation, administrative support and resources which will assist the AST and CHS with recruitment and retention of sufficient panel and AST members at the area level;
 - the System in the AST area by CHS providing continuity of funding, effective support to ASTs, partner engagement and consultation, and information, advice and guidance in line with agreed national standards.
9. This Agreement is intended to underpin a shared commitment to the System by establishing a clear, uniform understanding across Scotland of the services to be provided for the support and administration of ASTs, and to clarify the commitment of the parties involved to the provision of these services.
10. This Agreement shall commence on the 24 June 2013 **and unless the Parties agree otherwise, shall subsist until 30th June 2017**. The Parties shall review this Agreement annually to agree the services to be provided during the following year.

Principles

11. The System, as revised under the terms of the 2011 Act, is based on well-established principles which place the child at the centre of our concerns, requiring the operation of the System to be fair and responsive and to be administered effectively and efficiently. Eight standards for the operation of the System have been set out in a national standards framework (the National Standards):
 1. Children are at the centre of everything we do;
 2. Panel members are well equipped and supported to undertake their role;
 3. Panel member practice is consistent across Scotland;
 4. Every children's hearing is managed fairly and effectively;
 5. Every children's hearing makes decisions based on sound reasons in the best interests of the child or young person;

6. AST members are well equipped and supported to undertake their role;
 7. Communication and information sharing across the Children's Panel, ASTs and CHS is clear, appropriate and purposeful;
 8. Functions, roles and responsibilities are clearly defined and understood within the System.
12. It is acknowledged that these standards will only be achieved through a shared commitment by the National Convener, CHS, AST, panel members and local authority partners. The effective operation of the AST is central to the achievement of these standards, and in this regard, the contribution by the AST clerk and his/her team is of critical importance.

Service Commitment

Services to support the AST

13. **CHS** will provide:

- i) Continuity of funding in relation to:-
 - a. the recruitment, appointment, training and assessment of panel members;
 - b. the recruitment, appointment, training and assessment of AST members;
 - c. the advice, guidance and information required to enable AST members to fulfil their responsibilities;
 - d. the payment of expenses for all associated volunteers including panel members, the Area Convener and AST members in accordance with the national scheme of expenses to be prepared and updated from time to time by CHS;
 - e. the payment of Protection of Vulnerable Groups (PVG) fees for all panel members and AST members.
- ii) Support and training through:-
 - a. the development of a national training curriculum and delivery to AST members and panel members;
 - b. localised delivery of training including support and funding to the AST training team;
 - c. delivery of Panel Pal training for the AST Clerk and relevant members of their team;
 - d. ensuring the National Convener's duty to provide legal and procedural advice for children's hearings is fulfilled and AST members have the information they require to effectively support the work of panel members;
 - e. fielding day-to-day enquiries from AST and providing advice on the role of AST members and on any panel member issues that the AST is unable to deal with;
 - f. guiding and monitoring the day to day work of AST to make sure that it is in accordance with the National Standards;
 - g. creating systems for the exchange of ideas, learning and best practice between ASTs.
- iii) Learning and development of ASTs through sharing of good practice and effective performance management including:-

- a. supporting the National Convener in annual assessment of ASTs and sharing with the Councils any issues arising from the annual reporting process;
 - b. providing training, advice and support to AST members in the assessment process;
 - c. establishing systems for analysing the activities, performance and impact of ASTs and sharing this information with all relevant partners including the local authorities.
- iv) Support for the clerk and their teams through the AST and CHS networks to be established.
- v) Provide other ad hoc and incidental support as agreed with the Councils.

14. Falkirk Council will:-

- (i) Undertake the role of “lead authority” in the provision of support services for the AST.
- ii) In doing so it will provide a member of staff who is suitably trained, qualified and experienced, to act as the clerk of the AST and the managerial, administrative and clerical support to allow the clerk to:-
 - a. provide general administrative and secretarial support to the Area Convener and the AST;
 - b. organise AST meetings, including accommodation, agendas, preparation of reports , including financial reports, and minute taking;
 - c. make administrative arrangements enabling the Area Convener to assess AST members;
 - d. assist the Area Convener with the preparation of reports to the National Convener and the AST annual report;
 - e. ensure the collection, analysis, reporting and return (where required) of information required for performance and monitoring purposes;
 - f. maintain a database of panel member workload and allocation to inform local training and recruitment strategies;
 - g. provide administrative support to the panel representatives in the preparation of the panel member rota;
 - h. liaise closely with the Area Convener and panel representatives to put in place arrangements to manage changes to the rota and procedures to ensure that panel members are available for emergency hearings, out of office hours and at short notice when required;
 - i. maintain up to date records of panel member availability;
 - j. work with the Area Convener and AST colleagues to ensure the availability of sufficient panel members;
 - k. check and process claims for the payment of panel member allowances in keeping with the national scheme of expenses;
 - l. work with appropriate CHS staff to prepare expenses budgets and make quarterly reports of expenditure in order to reclaim funding from CHS;
 - m. respond to telephone and other enquiries in relation to the AST or the national children’s panel;

- n. support the panel member recruitment and selection process;
 - o. prepare and issue quarterly/year end budget reports to Clackmannanshire, Falkirk, Stirling and West Lothian Councils in order to reclaim funding.
- iii) Provide accommodation and office support and facilities appropriate to support the functions of the AST including:
- a. office support for AST meetings;
 - b. taking all reasonable steps to provide meeting space for AST meetings;
 - c. minute taking and secretarial support for AST meetings and events;
 - d. taking all reasonable steps to provide meeting and seminar facilities for local panel member events organised by the AST, for example training sessions and information evenings for prospective panel members.
- iv) Secure IT and office support systems required to allow the clerk and other relevant Council staff to support the proper functioning of the AST.
- v) Provide other ad hoc and incidental support as agreed in advance with CHS.

15. Clackmannanshire Council will:-

- (i) Provide a named contact within the organisation;
- ii) Provide accommodation and office support and facilities appropriate to support the functions of the AST and:
 - a. take all reasonable steps to provide meeting space for AST meetings;
 - b. take all reasonable steps to provide meeting and seminar facilities for local panel member events organised by the AST, for example training sessions and information evenings for prospective panel members.
- iii) Make a financial contribution, in accordance with the proportion of costs set out at paragraph 24 of this agreement, to Falkirk Council as lead authority for re-imbusement of costs associated with the provision of support of the AST;
- iv) Provide other ad hoc and incidental support as agreed in advance with CHS.

16. Stirling Council will:-

- (i) Provide a named contact within the organisation;
- ii) Provide accommodation and office support and facilities appropriate to support the functions of the AST and:
 - a. take all reasonable steps to provide meeting space for AST meetings;
 - b. take all reasonable steps to provide meeting and seminar facilities for local panel member events organised by the AST, for example training sessions and information evenings for prospective panel members.

- iii) Make a financial contribution, in accordance with the proportion of costs set out at paragraph 24 of this agreement, to Falkirk Council as lead authority for re-imbusement of costs associated with the provision of support of the AST;
- iv) Provide other ad hoc and incidental support as agreed in advance with CHS.

17. West Lothian Council will:-

- i) Provide a named contact within the organisation;
- ii) Provide accommodation and office support and facilities appropriate to support the functions of the AST and:
 - a. take all reasonable steps to provide meeting space for AST meetings;
 - b. take all reasonable steps to provide meeting and seminar facilities for local panel member events organised by the AST, for example training sessions and information evenings for prospective panel members.
- ii) Make a financial contribution, in accordance with the proportion of costs set out at paragraph 24 of this agreement, to Falkirk Council as lead authority for re-imbusement of costs associated with the provision of support of the AST;
- iv) Provide other ad hoc and incidental support as agreed in advance with CHS .

Structure, Personnel and Administration

- 18. The names, job titles and contact details of key personnel will be submitted without delay to the National Convener by the clerk.
- 19. The Area Convener and AST members will determine any sub-committee arrangements with local partners and will ensure relevant parties are aware of such arrangements.
- 20. The clerk will also provide the National Convener with a specification of the AST sub committee structure once determined.

Disagreements and Conflicts

- 21. CHS and the Councils agree that when disagreements and conflicts arise about the operation of the AST all efforts will be made to achieve resolution as quickly and expeditiously as possible by the Area Convener and the senior nominated Council representative. When an issue arises where resolution is not achieved locally, the matter shall be referred to the National Convener and the Chief Executives of the Councils. The “senior nominated Council representative” shall be nominated by agreement between the Councils when such a disagreement or conflict arises. In the event that the Councils are unable to agree on a senior nominated representative, the issue shall be referred directly to the National Convener and Chief Executives of the Councils.
- 22. If any Council believes that one or more Councils are failing to meet the commitments set out in this Agreement, that Council may approach CHS to request a review of the Agreement.

Financial Agreement

23. The Councils will agree to the undernoted financial split based on current population figures:-

West Lothian – 6
Falkirk – 5
Stirling – 3
Clackmannanshire – 2

For the avoidance of doubt, the costs incurred by Falkirk Council in providing the services to the AST will be divided in sixteen parts. West Lothian Council will be responsible for six sixteenths, Falkirk Council for five sixteenths, Stirling Council for three sixteenths and Clackmannanshire Council for two sixteenths of the costs.

24. The Councils are requested to note the projected expenditure for the provision of support to the AST resulting in an estimated annual charge for each authority of:-

West Lothian - £35,625
Falkirk - £29,687
Stirling - £17,813
Clackmannanshire – £11,875

25. Falkirk Council shall supply the Councils with quarterly budget monitoring statements (to include the projected outturn being the forecast spend for the year) in advance. In the event that any quarterly budget monitoring statement indicates that the projected outturn will be exceeded the following will apply:

- (a) Falkirk Council will advise the other Councils;
- (b) Falkirk Council will arrange a meeting of the Councils (“expenditure meeting”) with a view to reducing and controlling the level of expenditure;
- (c) The review referred to in Clause 10 will be brought forward to a date as soon as practicable after the expenditure meeting.

26. The Councils will be required to make quarterly payments (in arrears) following receipt of quarterly budget statements and invoices issued by Falkirk Council.

General

27. In agreeing to work together to support the AST as set out in this Agreement, CHS, the National Convener and the Councils acknowledge and will comply with their respective obligations, including but not limited to the following:

- a. the Freedom of Information (Scotland) Act 2002;
- b. the Data Protection Act 1998;
- c. the Equality Act 2010; and
- d. the Public Records (Scotland) Act 2011.

28. Except where required in law, neither CHS nor the Councils shall disclose to any person any confidential information relating to the other party except in the proper course of its duties.

29. None of the parties will knowingly commit or permit any of their employees, agents or subcontractors to commit any act which might prejudice or damage the reputation of the other.

30. Each Party shall have Employers Liability and Public Liability insurance to cover their respective duties under this Agreement. The level of cover shall be in compliance with all relevant statutory requirements.

Signed on behalf of the Clackmannanshire Council

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Date

Signed on behalf of the Falkirk Council

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Date

Signed on behalf of the Stirling Council

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Date

Signed on behalf of the West Lothian Council

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Date

Signed on behalf of Children’s Hearings Scotland

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National Convener Date