

AGREEMENT FOR A POOLED FUND

SECTION 10 OF THE CHILDREN ACT 2004

DATED this day of

**PART 2: AGREEMENT
IN RESPECT OF A POOLED FUND
Section 10 of the Children Act 2004**

(Promotion of Well Being for Children)

THIS AGREEMENT is made the first day of:

BETWEEN:

(1)

NORTHAMPTONSHIRE COUNTY COUNCIL (“the County Council”)

situated at: County Hall, Northampton NN1 1DN

and

(2)

NORTHAMPTONSHIRE PRIMARY CARE TRUST (“the PCT”) situated at:

Francis Crick House, Summerhouse Road, Moulton Park

and

(3)

CORBYPBOROUGH COUNCIL (“ Corby Council”) situated at: Grosvenor

House, George Street, Corby, Northamptonshire NN17 1QB

(4)

DAVENTRY DISTRICT COUNCIL (“ Daventry Council”) situated at:

Daventry District Council, Lodge Road, Daventry, Northamptonshire
NN11 5AF

(5)

EAST NORHAMPTONSHIRE DISTRICT COUNCIL (“ East Northamptonshire

Council”) situated at: East Northamptonshire House, Cedar Drive,
Thrapston, Northamptonshire NN14 4LZ

(6)

KETTERING BOROUGH COUNCIL (“ Kettering Council”) situated at:

Bowling Green Road, Kettering, Northamptonshire NN15 7QX

(7)

NORTHAMPTON BOROUGH COUNCIL (“ Northampton Council”)

situated at: The Guildhall, St Giles Square, Northampton NN1 1DE

(8)

SOUTH NORTHAMPTONSHIRE COUNCIL (“ South Northamptonshire

Council”) situated at: Springfields, Towcester, Northamptonshire NN12
6AE

(9)

WELLINGBOROUGH BOROUGH COUNCIL (“ Wellingborough Council”)

situated at: Swanspool House, Wellingborough, Northamptonshire NN8
1BP

(10)

NORTHAMPTONSHIRE POLICE AUTHORITY (“ the Police”) situated at:
Police Headquarters, Wotton Hall, Northampton NN4 0JQ

(11)

(PROBATION BOARD) (“the Board “) situated at: 43- 47 Bridge Street,
Northampton NN1 1NS

(12)

(YOUTH OFFENDING TEAM) (“ the YOT”) situated at: 52/53 Billing Road.
NORTHAMPTON

And

(12)

LEARNING AND SKILLS COUNCIL (“the LSC”)situated at: Royal Pavilion
Summerhouse Road, Moulton Park, Northampton NN3 6BJ

Together “the Partners”

IT IS AGREED AS FOLLOWS:

The Partners wish to work together according to the principles outlined in Annex A, and the following:

- A The Partners wish to work together to increase the joint working they undertake to improve the well being of children and young people in their area and to better deliver the Every Child Matters Agenda. In pursuance of this aim the Partnership wish to utilise the powers given to them by section 10 of the Children Act 2004 to pool funding and enter into this Agreement to govern how those powers will be exercised.
- B The County Council is the Host Partner for the purposes of management and reporting on performance of the Pooled Fund and such use of the Pooled Fund is to be limited to the administrative area of the Council.
- C The purpose of this Agreement is to facilitate the commissioning and provision of the Services and the development thereof in the manner and form specified in this Agreement.
- D The Partners warrant that the Services to be secured with expenditure from the Pooled Fund are within the powers of the Partners to arrange or provide and that all statutory and internal decision making processes have been followed, thus giving the Partners the necessary authorisation to enter into this Agreement.
- E The Partners acknowledge that the use of section 10 of the Act and the entering into this Agreement does not alter each Partner's statutory duties nor does it confer the ability to exercise any Partner's statutory functions on any other Partner.
- D This Agreement follows consultation jointly by the Partners with such persons as appear to the Partners to be affected by these arrangements and these arrangements shall contribute to the fulfillment of the objectives set out in the Children and Young People Plan.

1. **DEFINITIONS AND INTERPRETATION**

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

“Act” means the Children Act 2004;

“Agreement” means this Agreement and any variation of it from time to time agreed between the Partners;

“Authorised Officers” means an officer of a Partner appointed to be that partner’s representative for the purpose of this Agreement;

“Children and Young People’s Plan” means the plan prepared locally in accordance with the Regulations or its equivalent and which sets out a vision and assessment of local needs and objectives for services to promote the well being of children;

“Commencement Date” means the day of:

“County Council” means Northamptonshire County Council and any successor to its children’s services statutory functions;

“Districts/Boroughs” means Corby Borough Council, Daventry District Council, East Northamptonshire Council, Kettering Borough Council, Northampton Borough Council, and South Northamptonshire District Council

“Employment Liabilities” means without limitation any and all costs, claims, fines,

liabilities or expenses however arising from:

- (a) the employment of any persons;
- (b) the termination of such employment;
- (c) the termination of any collective agreement;
- (d) any dispute whether or not the subject of litigation in any court or tribunal which relates to such employment or collective agreement or their termination;

“Financial Year” means the financial year from 1st April in any year to 31st March in the following calendar year;

“ Functions” means the Partners’ statutory functions in relation to children and young persons as specified in (Schedule 2);

“Host Partner” means the County Council who shall act as the Partner undertaking the function of administering the pooled fund on behalf of the Partners;

“MG” means the Management Group (forming part of the NCYPPB) to be constituted and responsible for review of performance and oversight of use of the Pooled Fund in accordance with the provisions of Schedule 4;

“NCYPPB” means Northamptonshire Children and Young People’s Partnership

	Board (comprising members from each of the Partners)
“ODP”	means the Objectives and Delivery Plan as set out at Schedule 1;
“Partners”	means the Host Partner and the other parties to this agreement and the term “Partner” shall mean either one of them;
“PCT”	means: Northamptonshire Primary Care Trust.
“Pooled Fund Manager”	means the person determined from time to time under Clause 7 and who will at the outset of this Agreement be the County Council’s:
“Pooled Fund”	means the joint fund of monies maintained by the Host Partner being shared contributions from the Partners for the purpose of securing the Services pursuant to this Agreement;
“Regulations”	means the Children and Young People’s (England) Regulations SI 2005 No 2149 as amended in the Children and Young People’s (England) (Amendment) Regulations SI 2007 No 57;
“Services”	means services paid for from the Pooled Fund for the purposes of promoting the well being of children and which services are arranged according to the Objectives and Delivery Plan at

Schedule 1 and in the manner and form specified in Schedule 2;

“Service User”

means any person receiving the benefit of the Services;

“Staff”

means any employee of any of the Partners made available for the purposes of this Agreement;

“Term” means the period from the Commencement Date expiring on: (at least two years)

subject to earlier termination in accordance with the terms of this Agreement;

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006

1.1. Save to the extent that the context or the express provisions of this Agreement otherwise require:

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

1.2.2. words importing any gender include any other gender and words in the singular include the plural and words in the plural include the singular;

1.2.3. references to any Statute or statutory provision shall be deemed to refer to any modification or re-enactment thereof for the time being in force whether by Statute, Regulation, Guidance, Direction or Directive which is intended to have direct application within the United Kingdom and has been adopted by the Council of European Communities;

1.2.4. Headings and the Index are inserted for convenience only and shall be ignored in interpreting or in the construction of this Agreement;

1.2.5. references in this Agreement to any Clause or Sub-Clause or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause of or Schedule to this Agreement so numbered;

- 1.2.6. any obligation on any of the Partners shall be a direct obligation or an obligation to procure as the context requires;
- 1.2.7. any reference to “indemnity” or “indemnify” or other similar expressions shall mean that the relevant Partner indemnifies, shall indemnify and keep indemnified and hold harmless the other Partners; and
- 1.2.8. any reference to a person shall be deemed to include any permitted transferee or assignee of such person and any successor to that person or any person which has taken over the functions or responsibilities of that person but without derogation from any liability of any original Partner to this Agreement.

2. TERM

- 2.1. This Agreement shall commence on the Commencement Date and shall continue for the Term, subject to earlier termination as provided for below.¹
- 2.2 The term should cover the period of 3 years and should be renewed subsequently for periods of 3 years.

3. OBJECTIVES AND DELIVERY PLAN

- 3.1 The Objectives and Delivery Plan for this Agreement are set out in Schedule 1.

4. POOL CONTRIBUTIONS

- 4.1. Subject to the outcome of any review under Clause 9.1, each Partner’s contribution to the Pooled Fund in each financial year of this Agreement shall be as set out in the financial contributions table at Schedule 3.

- 4.2 The Partners shall make payments to the Council quarterly in advance on receipt of invoice from the Council,, in accordance with an agreed schedule of payments.
- 4.3 The payments at Clause 4.1 above including the County Council's contribution shall together form the Pooled Fund to be managed by the County Council.
- 4.4 The Partners shall make available for use in support of the ODP any other staff, goods or services described at Schedule 3 and which may subject to MG agreement be included in the Pooled Fund.
- 4.5 Any variations to the amounts shown at Clauses 4.1 as additional payments shall be subject to separately agreed arrangements from time to time.

5. FUNCTIONS

- 5.1. The Partners agree that the Pooled Fund and ODP shall be used only to plan, budget and contribute to expenditure to deliver the Functions agreed by the Partners as specified in Schedule 2.

6. THE SERVICES

- 6.1 The Services shall be purchased for or provided to the Service Users in accordance with the provisions of Schedule 1.
- 6.2 The eligibility of Service Users to receive the Service shall be determined in accordance with the provisions of Schedule 2.
- 6.3 The County Council shall be the Lead Authority for management of the Pooled Fund.
- 6.4 The County Council shall enter into Contracts in a form agreed by the MG and in so doing shall ensure that any specification with respect to Service Users shall require contractors to give due consideration to Service Users' gender, sexual orientation, religious persuasion, racial origin and cultural linguistic backgrounds, with reference to the Race Relations Act 1976 and the Human Rights Act 1998 where appropriate.

- 6.5 The County Council shall comply with all Statutes, Regulations, Guidance, Directions and Directives relating to the securing of the Services or any part thereof and in particular, but without limitation, shall ensure that all contracts it signs in this respect require that the provision of the Services and every part thereof complies with any national and locally agreed standards.
- 6.6 The Partners shall in commissioning Services under this Agreement comply with all relevant legislation including the Public Contracts Regulations 2006. The Partners acknowledge that each individual Partner's internal contract standing orders will also need to be complied with.
- 6.7 The Partners shall ensure the provision of the Staff necessary for the provision of their element of any processes set out within the Schedules including for assessment and delivery of care.

7. POOLED FUND MANAGEMENT

- 7.1 The Pooled Fund Manager shall be such officer of the County Council as the County Council may from time to time nominate for this role and who has been approved by the Partners (such approval not to be unreasonably withheld) and who has been affirmed in the role by the MG within thirty (30) days of the commencement of each Financial Year or (in any other case) the Council's:
- 7.2 The Pooled Fund Manager shall be accountable directly to the Council's Director of Children and Young People's Services.
- 7.3 The Pooled Fund Manager shall be responsible for authorising and the Council shall make payments from the Pooled Fund in accordance with the Services description and the ODP, as set out in the Schedules to this Agreement.
- 7.4 The Pooled Fund Manager shall be responsible for managing the Pooled Fund and forecasting and reporting to the MG upon the targets and information in accordance with Schedule 4 and any further targets or performance measures that may be set by the MG from time to time.

- 7.5 The County Council shall be responsible for any costs, claims, expenses or liabilities in excess of the Pooled Fund save that the Partners shall be jointly responsible (in the proportions of their respective contributions of each to the Pooled Fund) for any such costs, claims, expenses or liabilities incurred with the agreement of the Partners in accordance with the terms of this Agreement. Where agreed that such costs are applicable to the partners this excess should be carried forward into the new financial cycle and set as a 1st call on the funds of the following year.
- 7.6 The benefit of any surplus in the Pooled Fund at the end of any Financial Year shall:-
- 7.6.1 firstly, be distributed to the Partners proportionate to the original contributions to the Pooled Fund unless otherwise agreed by the MG and in which case;
 - 7.6.2 secondly, for such other expenditure as the MG may determine.
- 7.7 The Pooled Fund Manager shall submit to the Partners at least quarterly, reports as soon as possible after the end of each quarter but in any event within twenty (20) days of the end thereof and an annual return following the end of each year in line with any statutory and local deadlines and requirements regarding the income of and expenditure from the Pooled Fund, reports on performance against budget and targets and other information by which the Partners can monitor the effectiveness of the Pooled Fund arrangements.
- 7.8 The Pooled Fund Manager shall maintain and provide when requested by either of the Partners at the expense of that Partner such information as shall be appropriate to the provision of the Services for so long as any part thereof is being provided to Service Users in accordance with Clause 11, notwithstanding any notice of termination in accordance with Clause 10.
- 7.9 Each Partner shall pay its own costs and expenses incurred from time to time in the negotiation and management of this Agreement, save as expressly otherwise provided in this Agreement (including, without limitation the functions described at Schedule 4).

8. GOVERNANCE

- 8.1 The Partners agree that the governance arrangements shall be as set out in Schedule 4 and that they have each secured all necessary delegations to enable those arrangements to be put in place and operate.
- 8.2 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.
- 8.3 No Partner shall exercise the Functions of any other unless expressly authorised by statutory power and lawful authority to do so.

9. INDEMNITY AND INSURANCE

- 9.1 In the event that as a result of any complaint, enquiry or claim in connection with this Agreement about any act or omission of any of the Partners or their employees, agents or contractors in relation to the Services one Partner (the first Partner) becomes liable for the acts or omissions of any other Partner, its employees, agents or contractors:
 - 9.1.1 the liability of the first Partner and any associated costs and losses will be apportioned between the first Partner and the other Partners in such manner as is just and equitable;
 - 9.1.2 the Partners shall make such payments to each other to effect such apportionment of liabilities;
 - 9.1.3 in the event that the Partners are unable to agree a just and equitable apportionment, the procedure in Clause shall apply.
- 9.2 Each Partner shall ensure that they maintain policies of insurance (or in the case of the PCT(s) equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement.

10. REVIEW

- 10.1 The Partners shall review the provision of the Service and this Agreement after 3 months from the Commencement

Date and no later than 6 Months from Commencement Date with a view to confirming the operation of the Pooled Fund and their respective contributions to the Pooled Fund for the initial Financial Year of the Agreement if not already agreed at the Commencement Date.

- 10.2 The Partners shall review the provision of the Services and this Agreement no later than 1st July in each subsequent Year.
- 10.3 By 1st October in each financial year, the partners shall agree draft budgets for the following financial year
- 10.4 The Partners shall confirm final budgets and any changes to financial procedures by no later than 28th February in each preceding financial year for the following financial year to operate and this shall form a Revised Schedule 3.
- 10.5 Reviews shall be conducted in good faith and in accordance with the governance arrangements set out in Schedule 4; shall be based upon information to be provided as set out in Schedule 4 and shall take account of:-
 - 10.5.1 increases for inflation in line with RPI;
 - 10.5.2 any agreed addition or decrease of funds for development of the Pooled Funds against any agreed targets and market forces to be agreed by the MG ; and
 - 10.5.3 any commitments under or in connection with any contracts previously entered into with the agreement of the Partners in order to assist in fulfilling the requirements of this Agreement and the Services set out.
- 10.6 No provision of this Agreement shall preclude the Partners by mutual agreement making additional contributions of non-recurring monies to the Pooled Fund from time to time but no such additional contributions shall be taken into account in the calculation of the Partners' respective contributions for the purpose of Clause 10. Any such additional contributions of non-recurring monies shall be explicitly recorded in MG minutes and recorded in the budget statement as a separate item.
- 10.7 Nothing in this clause shall prevent the Partners agreeing their financial contributions to the Pooled Fund for more

than one Financial Year at a time subject to agreement as to an annual uplift of contributions and how such uplift is to be calculated.

11. TUPE

11.1 In the event that TUPE is determined by Partners or by a court or other tribunal of competent jurisdiction to apply to either the Staff who are made available for the purposes of this Agreement or the Services at any time before or after the termination or expiry of this Agreement or upon the early termination or variation of this Agreement, the Partners agree to comply with their obligations under TUPE and co-operate in a manner consistent with the principles of this Agreement and TUPE to determine the required financial contributions and other arrangements which are thereafter required by and from each Partner in order to meet the obligations which arise under TUPE and otherwise.

11.2 The Partners shall indemnify and keep one another (and their contractors or agents) indemnified in respect of any and all Employment Liabilities incurred or payable in respect of Staff deemed to have transferred under TUPE which arise or are payable prior to, during or after the termination of this Agreement save where the Employment Liabilities arise as a direct result of any act or omission by the original employer of the Staff (or its contractors or agents).

12. TERMINATION

12.1 This Agreement may be terminated by not less than six (6) months notice from the Host Partner to any of the Partners if any of the Partners has failed to confirm in writing its respective contribution for any Financial Year by 1st October in that year in accordance with Clause 10.1 or has failed in any subsequent Financial Year to confirm in writing its respective contribution by 1st July in the relevant year in accordance with Clause 10.2.

12.2 This Agreement may be terminated by not less than six (6) months notice from any of the Partners to the Lead Authority if the Lead Authority has failed to confirm in writing its respective contribution for any Financial Year by 1st October in that year in accordance with Clause 10.1 or

has failed in any subsequent Financial Year to confirm in writing its respective contribution by 1st July in the relevant year in accordance with Clause 10.2.

- 12.3 If any of the Partners fails to meet any of its respective obligations under this Agreement, the County Council may by notice require the Partner in default to take such reasonable action within a reasonable time-scale as the County Council may specify to rectify such failure. Should the Partner in default fail to rectify such failure within such reasonable time-scale, the County Council may give notice to terminate this Agreement immediately.
- 12.4 If the County Council fails to meet any of its respective obligations under this Agreement, any of the Partners may by notice require the County Council in default to take such reasonable action within a reasonable time-scale as the County Council may specify to rectify such failure. Should the County Council fail to rectify such failure within such reasonable time-scale, any of Partners having served such notice to rectify may give notice to terminate this Agreement immediately.
- 12.5 Any Partner shall be entitled to terminate this Agreement immediately by notice to the other Partners, if the other Partners, their employees or agents either offers, gives or agrees to give to anyone any inducement or reward or confers any other benefit in respect of this or any other Agreement (even if the Partner is unaware of any such action) or otherwise commits an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) of the Local Government Act 1972.
- 12.6 In circumstances other than the above, any Partner may by giving not less than twelve (12) months notice to the other Partners terminate this Agreement such notice to expire no sooner than 31st March in any Financial Year.
- 12.7 Any purported termination of this Agreement under this Clause shall be without prejudice to any continuing obligations of the Partners under Clauses 7 and 11 and the continued operation of the MG in accordance with Schedule 4.
- 12.8 Notwithstanding any of the provisions of this Clause 12, no Partner may give notice to terminate this Agreement without consulting the other Partners and the MG in advance.

13. EFFECTS OF TERMINATION

13.1 Notwithstanding any notice of termination in accordance with Clause 12:-

13.1.1 the Partners shall continue to be liable to purchase or provide the Services in accordance with this Agreement for all current Service Users at the date of service of the notice of termination and to fulfill all existing obligations to third parties under any contract;

13.1.2 the Partners shall remain liable to operate the Pooled Fund in accordance with this Agreement so far as is necessary to ensure fulfillment of the obligations in Sub-Clause 13.1.1; and

13.1.3 the Partners shall remain liable to contribute that proportion of the cost of the Services which either is their proportionate contribution in the current Financial Year or, if such contribution has not at the date of notice of termination yet been confirmed under Clause 10.1 or Clause 10.2, the Partner's contributions in the immediately preceding Financial Year represented as a proportion of the aggregate contributions of the Partners in that preceding Financial Year;

such liabilities to continue for so long as the Service Users shall require the Services or the obligations to third parties under contracts previously entered into and agreed by the MG remain to be fulfilled.

13.2 Subject to the foregoing commitments of the Partners, following termination of this Agreement, the County Council shall return to each of the individual Partners within three (3) months any of the individual Partners' contributions to the Pooled Fund which have not been spent on the provision of the Services or any part thereof.

13.3 Assets purchased from the Pooled Fund will be disposed of by the Council for the purposes of meeting any of the costs of winding up the Service or where this is not practicable such goods will be shared proportionately between the Partners according to the level of past contributions to the Pooled Fund.

14. VARIATION / CHANGE OF LAW

14.1 No variation to this Agreement shall be effective unless it is in writing and signed by all of the Partners or has been unanimously approved by the MG and recorded as such.

15. CONFIDENTIALITY

15.1 The Partners shall:-

15.1.1 keep confidential any information obtained in connection with this Agreement and personal Service User data subject to the Data Protection Act 1998; and

15.1.2 take appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of or damage to such personal data.

15.2 The Partners shall keep confidential any information acquired through their conduct of this Agreement and will take all reasonable steps to ensure that their employees do not divulge such information to a third party, without the express consent of the responsible Partner and the Service User, except in accordance with the requirements for external audit, as may be required by law or where such information is already in the public domain.

16. FREEDOM OF INFORMATION

16.1 The Partners agree that they will each cooperate with one another to enable any Partner receiving a request for information under the Freedom of Information Act 2000 ("FoIA") to respond to that request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

16.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under FoIA . No Partner shall be in breach of any confidentiality clauses or agreements if it makes disclosures of information in accordance with the Act.

17. DISPUTE RESOLUTION

- 17.1 The Partners will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement. If any dispute cannot be settled amicably by the Authorised Officers through ordinary negotiations then it shall be referred for resolution to the Chief Executive Officer or equivalent level of officer of each Partner in dispute.
- 17.2 If the dispute is not resolved following a referral under Clause 17.1 then any Partner in dispute may refer the dispute to arbitration, such arbitrator to be appointed by the President for the time being of the Chartered Institute of Arbitrators. To initiate the arbitration a Partner must give notice in writing (“ADR Notice”) to the other Partner(s) informing them of the intention to commence arbitration proceedings. A copy of the ADR Notice should be sent to the President of the Chartered Institute of Arbitrators. The arbitration will start not later than thirty (30) days and not earlier than 14 days after the date of the ADR Notice.
- 17.3 Any such reference to arbitration shall be deemed to be a reference to arbitration within the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force and the allocation of the costs of any arbitration shall be borne by the Partners as determined by the arbitrator. The decision of the arbitrator shall be binding upon the Partners involved in the dispute.
- 17.4 The commencement of arbitration proceedings will not prevent any Partner from commencing or continuing court proceedings.

18. EXCLUSION OF PARTNERSHIP AND AGENCY

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

19. ASSIGNMENT AND SUB AGREEMENTS

- 19.1 The Partners shall not assign or transfer the whole or any part of this Agreement, without the prior written consent of

the other Partners, which shall not be unreasonably withheld or delayed.

20. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

20.1 The Contracts (Rights of Third Parties) Act 1999 has no application whatsoever to this Agreement.

21. PREVENTION OF CORRUPTION / QUALITY CONTROL²

21.1 The Partners shall have mutual policies and procedures to ensure that relevant controls assurance, probity and professional standards are met.

22. COMPLAINTS

22.1 Complaints regarding the Services shall in the first instance be directed to the County Council except where it relates to a specific partner or a member of their staff in which case it will be referred through the complaints procedures of that partner. Where a general complaint being referred initially to the County Council is not able to be resolved as a complaint to the County Council it will be managed according to the complaints procedures of the relevant Partner as determined appropriate and this will include information to all Service Users and their carers or established representatives on how to complain, which will be made known at the point of commencement of the Services to any individual Service Users.

22.2 The County Council shall ensure that all services commissioned or provided under this Agreement and arrangements for complaints are in accordance with its policy and any policies of the Partners in respect of Equal Opportunities and all or any other relevant policies and procedures approved by the Partners as available.

² Most councils have standard anti corruption clauses in all of their agreements by virtue of their SOs, insert here if required.

23. NOTICES

23.1 All notices under this Agreement shall only be validly given if given in writing

23.2 Any notice or communication to the relevant Partner shall be deemed effectively served if sent by registered post or delivered by hand to the Authorised Officer at an address set out above at the head of this Agreement or to such other address notified from time to time to the other Partner.

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

24. OMBUDSMEN

24.1 The Partners will co-operate with any investigation undertaken by the Health Service Commissioner for England and the Local Government Commissioner for England in connection with the Services.

25. ENTIRE AGREEMENT

25.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on either Partner.

26. WAIVERS

26.1 The failure of either Partner to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Partner thereafter to enforce such provision.

26.2 No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

27. GOVERNING LAW

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

28. SEVERABILITY

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

IN WITNESS whereof the Partners have executed this Agreement.

THE COUNTY COUNCIL

Authorised
Signatory

Authorised
Signatory

THE PCT

Authorised
Signatory

Authorised
Signatory

CORBYPBOROUGH COUNCIL (“ Corby Council”):

Authorised
Signatory

Authorised
Signatory

DAVENTRY DISTRICT COUNCIL (“ Daventry Council:

Authorised
Signatory

Authorised
Signatory

**EAST NORHAMPTONSHIRE DISTRICT COUNCIL (“ East Northamptonshire
Council”):**

Authorised
Signatory

Authorised
Signatory

KETTERING BOROUGH COUNCIL (“ Kettering Council”):

Authorised
Signatory

Authorised
Signatory

NORTHAMPTON BOROUGH COUNCIL (“ Northampton Council”):

Authorised
Signatory

Authorised
Signatory

SOUTH NORTHAMPTONSHIRE COUNCIL (“ South Northamptonshire Council”):

Authorised
Signatory

Authorised
Signatory

NORTHAMPTONSHIRE POLICE AUTHORITY (“ the Police”):

Authorised
Signatory

Authorised
Signatory

(PROBATION BOARD) (“the Board “)

Authorised
Signatory

Authorised
Signatory

(YOUTH OFFENDING TEAM) (“ the YOT”)

Authorised
Signatory

Authorised
Signatory

and

LEARNING AND SKILLS COUNCIL (“the LSC”)

Authorised
Signatory

Authorised
Signatory

SCHEDULE 1

OBJECTIVES AND DELIVERY PLAN

1. Introduction: Description and Purpose of Agreement

This agreement sets out the intended outcomes, the governance and the operating arrangements for the jointly funded activity of the Northamptonshire Children and Young People’s Partnership.

The Agreement relates to the implementation of the Northamptonshire Children and Young People’s Plan, and exists to fund certain defined elements of that Plan. Partners have agreed which activities and outcomes would best be served by pooling funds on some or all of the following criteria:

- Improved integrated delivery
- More effective management
- Requirement across the partnership (eg workforce development)

2. Outcome for Service Users

Overall the outcome for children, young people and their families will be more coherent and integrated services leading to better outcomes for all. Specifically, they will benefit from:

- An integrated service for young people across the county
- A single initial assessment process
- Improved information flow between partners to enable effective timely services
- A children’s workforce that operates from a common a single coherent framework of competencies on which their specialism is built

- Increased and meaningful involvement in the development of services
- Services that work to reduce bullying and that support those who are bullied
- Multi-agency family support on a continuum from the universal to the targeted and specialist services

3. Plan for Services

The activity funded jointly will:

- Enable the operation of the Partnership, including dedicated officer and staff time, the operation of the communications strategy and the management of Board and Joint Commissioning Group meetings
- Provide workforce development opportunities for all staff across the Partnership to develop and improve the common skills required by the Every Child Matters programme, particularly relating to integrated processes and working, including Common Assessment Framework, Information Sharing, Lead Professional role, Common Induction, Common Competencies, oversight of the ContactPoint development (funded directly by government) and any other multi-agency training as required by the Children's Workforce Development Council, or by the Children and Young People's Plan is appropriate agreed with the Strategic Workforce Group
- Ensure a Common Assessment is carried out for each child or young person who needs it
- Ensure the engagement and involvement of children, young people, their parents and carers, including in the operation of the Area Boards and the Shadow Board, and the associated CharterMarks
- Ensure Integrated and targeted Youth Support
- Develop and extend the Prevention Through Learning Programme (with funding also from YJB)
- Reduce the incidents of bullying, and promote the support of victims of bullying through a range of activity, including the introduction of a quality assurance scheme for schools.
- Ensure all services are aware of the contribution they make, or could make, to a comprehensive approach to family and parent support, map and ensure a continuum of services to enable early intervention and support following intensive intervention

4. Named Partner and Services for Delivery as a Part of the Plan

All the above activity will be led by the County Council.

5. Other Providers of Services to be secured via the Partners

From time to time work may be secured from external agencies, and this will be agreed by the Management Group before the work is undertaken

6. Key Performance Areas

A delivery plan including targets and milestones for each of the above areas of work will be agreed with the Management Group and monitored alongside the financial monitoring process

7. Inclusion of Stakeholders

Stakeholders will be involved in the following ways:

- All sectors will have access to training for all integrated processes
- Stakeholders will be members of the Children and Young People's Partnership structures, and will be involved in the development and monitoring of the areas of work
- In particular, young people have places as of right on the Board, and on the Shadow Board will have the opportunity to take part in the debates regarding these services before each Management Group meeting, and to have representatives on the Children and Young People's Partnership Board.

SCHEDULE 2

FUNCTIONS, SERVICES, MANNER, LOCATION AND ACCESS

1. Functions of each Partner being exercised in whole or part under this Agreement

- Partners will make available, wherever possible and reasonable, premises for the purposes of CYPP meetings, training or the provision of services
- Partners will ensure that staff, wherever possible and reasonable, are available to become trainers and to provide training for others as a part of the workforce development programme
- Partners will ensure that staff are released to enable them to take part in training required to embed the integrated processes (Common Assessment Framework, ContactPoint, Lead Professional etc)
- The County Council will ensure accommodation, supplies and management for the staff employed by this fund, unless otherwise agreed with partners

- Partners will make available, wherever possible, and wherever this will promote integrated and coherent services to children and young people, premises for joint working either directly with clients, or as multi-disciplinary teams
2. The Prevention Through Learning Programme
 3. To include other projects that benefit the goals of the partnership that the board agrees

The Prevention Through Learning Programme comprises of two distinct strands of work:

1. Strategic development of partnership working and multi-agency co-location across the county for services to young people vulnerable to anti-social or criminal behaviour.
2. Development of direct Preventative delivery services in 3 pilot areas, spreading to whole county by Jan 09

Budget streams are to some extent pooled, but

Strategic development is funded primarily from the CYPPB contribution to PTLP.

Direct delivery is funded primarily, as follows

Tier 2 Early Prevention services - YJB Prevention Grant Funding

Tier 3 U-Turn services - NCC Community Safety funding

Tier 4 Intensive Intervention service – to be funded from IIP Grant Funding secured through bidding process to DCSF

The scope of this agreement will therefore focus on the Strategic development of partnership working and NOT on direct service delivery to young people.

Quarterly Milestones

Progress on Work Programme

1. Expand Prevention activity to other areas of the county in conjunction with IYO/TYS developments
2. Establish new locations in a multi-agency setting for Prevention staff - to cover new areas of the county
3. Establish multi-agency team working arrangements in each area.
4. Resolve issues related to IT provision for co-located staff
5. Contribute to development and delivery of IYO/TYS Action plans
6. Support multi-agency training eg CAF, CWDC Induction training
7. Support implementation of CAF processes with the target group
8. Work with partners to bid for additional funding for preventative services.

9. Establish four-tier service delivery model for preventative work
10. Develop family support and parenting services in line with county family support and parenting support strategies

Progress on outcomes for young people

1. Enable delivery to additional young people across the county
2. Establish multi-agency Prevention Forums in each area to discuss and monitor progress of individual young people
3. Support delivery of positive activities for young people
4. Develop groupwork delivery to young people to address issues relating to asb and risk of offending.
5. Involve young people in planning activities for services.

3. Purchase Contracts

The details of the Services will be specified in any Contracts entered into by the County Council (as described in Schedule 1 and the budget at Schedule 3).

4. Provided Services (from the Partners)

The details of the Services to be provided by any or all of the partners (as described in Schedule 1 and the budget at Schedule 3).

PTLP contracts with various partners to provide services to support PTLP agenda and these services are reviewed regularly;

Examples:

Connexions Positive Programmes	Hotspot estate holiday activity programmes
Training Providers	Social skills courses delivered in schools
Youth Works (CIC)	Youth Café at Connaughty Centre
Small grants offer to partners	Variety of projects to improve outcomes for young people

5. Service Eligibility

PTLP is developing a four-tier model of delivery of services

PTLP		
Young People's Behaviour - A Tiered Response		
Level of Need	Definition of Need	Partnership Responses

Tier 1	For all young people and parents. Universal information or activities before problems emerge	Information Leaflets PHSE curriculum in Schools Extended Services Youth services - universal provisions
Tier 2	More targeted support accessed by self-referral, or by early identification by professionals for preventative intervention	Early Prevention Team Acceptable Behaviour Agreement Connexions Positive Programmes Young Fire-fighters + ARC programme Safer Schools Partnership Parent Support Advisers –in schools Parenting Interventions, including Parenting groups Youth services - Targeted and Diversionary activities Childrens Fund Projects
Tier 3	Children and Families displaying anti-social behaviour - with more complex needs where young people and/or parents are willing to co-operate	U-Turn Team Acceptable Behaviour Contract Parenting interventions Parenting groups Parenting Contract Education Welfare Service – Parenting contracts Positive Activities (PAYP) with key worker
Tier 4	Children and Families displaying Anti-Social Behaviour - complex needs where young people and/or parents can't or won't co-operate.	Anti-Social Behaviour Orders Individual Support Orders Parenting Orders Education Welfare Service – Court proceedings Family Intervention Project (Corby only – countywide pending.) Intensive Intervention Project (Bid successful)

SCHEDULE 3

RESOURCES

Introduction

This Schedule provides details of the budgets, goods and services to be made available by the Partners and also outlines the principles governing budget setting and accounting for the use of resources.

Financial Arrangements for the Operation of the Agreement

The MG will agree by 28th February each year financial procedures and arrangements for the operation of this agreement for the following financial year (1st April to following 31st March). This will act as a revised Schedule 3 and which sets out the budget.

The proposed budget for the following financial year will be presented to the MG no later than 31st December and the budget will be agreed by the MG no later than 28th February. The budget as agreed by the MG will take into account effects on other budgets and other financial flows of the Partners.

Pooled Budget Sources of Funding

The funding comes from:

main funding sources are contributions from :-

- The County Council budget allocation;
- The Teaching Primary Care Trust;
- The Police Service;
- The Connexions Service;
- The Learning Skills Council;
- The budget of Corby Borough Council
- The budget of Daventry District Council
- The budget of East Northamptonshire District Council
- The budget of Kettering Borough Council
- The budget of Northampton Borough Council
- The budget of South Northamptonshire Council
- The budget of Wellingborough Borough Council

Financial Planning and Budget Setting Process

The Partners will prepare planning assumptions of inflation allowances for pay and non-pay expenditure, and income, together with proposed budget variations in respect of :-

- growth and demographic change;
- service enhancements or reductions;
- required efficiency / quality improvements;
- cost pressure funding; and
- national initiatives.

These will be considered in the context of the overall budgets of the Partners, as applicable, and shall be presented to the MG no later than 31st December for the following financial year's budget.

Pooled Fund

The Pooled Fund Manager shall ensure that any matters relating to the Pooled Fund, which may have a material effect on expenditure or income are identified and reported to the MG no later than 31st December for the following financial year's budget.

These matters, together with the planning assumptions and proposed budget variations referred to in above, are to be considered by the MG in its approval by 28th February of the budget for the following financial year.

As part of the annual budget setting process, the Partners shall ensure that their managers provide advice as necessary.

Financial Performance / Risk Sharing Arrangements

The County Council is the host for the operation of this agreement and will appoint a Pooled Fund Manager with responsibility for the management of the Pooled Fund, subject to the governance arrangements set out in Schedule 4 to this agreement.

The Pooled Fund is comprised of contributions from the Partners and forms a single fund. The Pooled Fund is to be used solely to achieve the ODP set out in Schedule 1 to this agreement.

The budget amounts contributed by the Partners to the Pooled Fund are set out further below.

The Pooled Fund Manager shall report every six weeks to the MG with the latest month end monitoring on the information specified in Schedule 4 and according to the frequency for reporting described there.

The Partners agree to provide all necessary information (as agreed by the MG) to the Pooled Fund Manager in time for the reporting requirements to be met.

The Pooled Fund Manager shall ensure that action is taken to manage any projected under or overspend from the budgets relating to the Pooled Fund reporting on the variances and the actions taken or proposed to the MG.

If at any time during the financial year a projected under or overspend on the Pooled Fund is forecast to occur, the Pooled Fund Manager will prepare an action plan to manage the under or overspend, for presentation to the MG at the next meeting of the MG. The MG will consider the action plan, amend if appropriate and agree the actions to be taken. Any projected underspend should be allocated only to non-recurrent spend.

The Pooled Fund Manager will provide six weekly progress reports to the MG on implementation of the action plan, until such time that the under or overspend has been dealt with to the satisfaction of the MG.

Budget Analysis

The budget amounts to be contributed by the Partners to the Pooled Fund are as follows:-

a) Proportional contributions:

County Council (including Connexions)	45%
PCT	35%
Districts/Boroughs	10% (in total)
Police	5%
Learning Skills Council	5%

Budget (to be confirmed by the Board)

- County Council:
- Teaching Primary Care Trust:
- Police Service:
-
- Learning Skills Council:
- Corby Borough Council:
- Daventry District Council
- East Northamptonshire District Council
- Kettering Borough Council:
- Northampton Borough Council:

- South Northamptonshire Council:
- Wellingborough Borough Council:

Total Pooled Fund: _____

Budget Plan

The outline Plan for expenditure from the Pooled Fund is set out below.
Further detailed action plans form a part of the CYP Plan:

The operation of the Partnership
CYPP Management Support Staff
The workforce development programme
Common Assessment Framework
Engagement and involvement
Integrated and targeted Youth Support
Prevention Through Learning Programme
Anti-Bullying Strategy
Family and Parent Support Strategy

Resources Available Outside the Pooled Fund

The Partners shall ensure access to the following resources outside the Pooled Fund as necessary for the purposes of this agreement:-

- Information and in kind support contributing to the Needs Assessment
- Involvement of managers in service redesign
- Contracts and procurement functions
- Operations functions
- IT functions
- Finance functions
- Property and estate functions

Accommodation Arrangements for Services

Premises

The Partners shall continue to provide or make available the premises that they provided or made available before the Commencement Date, with the same support services and facilities management.

The County Council shall ensure access to the following premises:-
Connaught Centre, Corby, St John's Tiffield, Russell House

The PCT shall ensure access to the following premises:-

The County Council will develop IT provision for multi-agency access to Internet and young people's access to Internet and other programmes.

The Management Group will identify staff premises in Wellingborough

Staff made available by the Partners

Partner staff working within Prevention Team:

Job role	Employer	Funding
Parenting Worker Task Force	Corby Borough Council	Youth
Parenting Worker Youth Task Force	Northampton Borough Council	
Personal Adviser Deployed staff (Teenage Parents)	Connexions	Cx
Receptionist/Administrators funding (at Connaughty Centre)	Youth Service	PTLP

Partner organisations with PTLP at Connaughty Centre, Corby:

Co-Located staff
NCC Youth Service
Youth Works (Community Interest Company)
Connexions
Connexions Positive Programmes
Other Regular Delivery
Service Six
Corby Local Radio
YWCA
Springboard
Corby Business Academy
Big about Music

Assets made available by the Partners

(Insert details.)

SCHEDULE 4

MANAGEMENT GROUP, GOVERNANCE AND PERFORMANCE

This fund is managed as an integral part of the development, management and implementation of the Northamptonshire Children and Young People's Plan, and therefore the Children's Trust Board will have an interest in its effectiveness. The Executive Group of the Children and Young People's Trust will act as the Management Group for the management of this Fund, and will seek the views of the full Board in making its decisions

MG Membership

The Executive Group shall act as the MG for this fund

The membership of the Executive Group will be as follows:-

- the PCT's Chief Executive:
or a deputy to be notified in writing to the Pooled Fund Manager in advance of any meeting;
- the Council's Director for Children and Young People's Services:
or a deputy to be notified in writing to the Pooled Fund Manager in advance of any meeting;
- the Assistant Director of Corby Borough Council
or a deputy to be notified in writing to the Pooled Fund Manager in advance of any meeting;
- the Assistant Director of Borough Council of Wellingborough
or a deputy to be notified in writing to the Pooled Fund Manager in advance of any meeting;
- the Assistant Director of Daventry District Council
or a deputy to be notified in writing to the Pooled Fund Manager in advance of any meeting;

- the Assistant Director of East Northamptonshire Council or a deputy to be notified in writing to the Pooled Fund Manager in advance of any meeting;
- the Assistant Director of Northampton Borough Council or a deputy to be notified in writing to the Pooled Fund Manager in advance of any meeting;
- the Assistant Director of South Northamptonshire Council or a deputy to be notified in writing to the Pooled Fund Manager in advance of any meeting;
- the Manager of the Youth Offending Team

or a deputy to be notified in writing to the Pooled Fund Manager in advance of any meeting;

- the Chief Executive of Connexions

or a deputy to be notified in writing to the Pooled Fund Manager in advance of any meeting;

the Assistant Chief Constable of the Police Service or a deputy to be notified in writing to the Pooled Fund Manager in advance of any meeting;

- the Pooled Fund Manager who will also provide the Secretariat functions to the MG.

Role of MG

The MG shall:-

- receive the necessary information as set out in this Schedule;
- review jointly the operation of this Agreement and consider its renewal;
- agree such variations to this Agreement from time to time as it thinks fit;

- review and agree annually a risk assessment and a risk sharing protocol;
- review and agree annually a revised Schedule 1 and a revised Schedule 2 and a revised Schedule 3 as necessary
- set such protocols and guidance as it may consider to be necessary in order to enable the Pooled Fund Manager to approve expenditure from the Pooled Fund;
- agree the terms of any proposed contract for services to be funded from the Pooled Fund;
- consider progress on the Objectives and Delivery Plan at Schedule 1 and consult further where necessary; and
- provide an annual report on outcomes for information.

MG Support

The MG will be supported by officers from the Partners from time to time and they may be involved in assisting the MG in implementation of the Objectives and Delivery Plan set out in Schedule 1.

Meetings

The MG will meet at least six weekly at a time to be agreed and within ten (10) working days of receipt of each report of the Pooled Fund Manager referred to below.

The quorum for meetings of the MG shall be a minimum of 50% of members, not counting the Pooled Fund Manager.

Decisions of the MG shall be made unanimously by those present. Where unanimity is not reached then the item in question will in the first instance be referred to the next meeting of the MG. If no unanimity is reached on the second occasion it is discussed then the matter shall be dealt with under Clause 17.

Where a partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that partner in any way.

Minutes of all decisions shall be kept and copied to the *Authorised Officers* within seven (7) days of every meeting.

Delegated Authority

The MG is authorised within the limits of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:-

- confirm and agree pursuant to Clause 10 the respective contributions of the Partners for the budget and the revised Schedule 3;
- to authorise commitments which exceed or are reasonably likely to lead to exceeding the contributions of the Partners to the aggregate contributions of the Partners to the Pooled Fund, confirmed or agreed pursuant to Clause 10; and
- to authorise the Council to ³enter into any contract for services which assist in the fulfillment of the Objectives and Delivery Plan at Schedule 1.

Pooled Fund Manager

The Pooled Fund Manager may delegate the day-to-day management of pooled fund in accordance with Council's Standing Financial Instructions.

Information and Reports

The Pooled Fund Manager shall supply, on a six weekly basis, to the MG the latest month end monitoring containing the financial and activity information as referred to at Schedule 4 and as set out at Appendix to this Schedule subject to any amendment in light of the Objectives and Delivery Plan for the Pooled Fund.

The Objectives and Delivery Plan at Schedule 1 as revised annually thereafter will be the basis for delivery by the County Council against the Agreement along with the content of the revised Schedule 3 on Resources. Any variation from these would need to be agreed by the MG.

The Pooled Fund Manager will refine any Objectives and Delivery Plan set out in Schedule 1 into targets for performance measures to be agreed by the MG from time to time and in any event by 30th June ⁴2009 for the first year and by 30 July in each subsequent Financial Year following a strategic and financial review to be led by the MG.

³ The MG is not a legal entity and cannot enter contracts itself.

⁴ Insert date 3 months from Commencement Date.

The Pooled Fund Manager will prepare a report annually as a part of the Review and agreement of any replacement Schedules which identifies risk for the year ahead and any special measures proposed for managing and reporting on this.

Post-termination

The MG shall continue to operate in accordance with this Schedule following any termination of this Agreement under Clause 12 but shall endeavour to ensure that the benefits of any contracts are received by the Partners in the same proportions as their respective contributions at that time.

APPENDIX 1

FINANCIAL AND ACTIVITY REPORTING - MONTHLY REPORT

The MG shall receive a six-weekly Financial and Activity Report. This shall be prepared by the Pooled Fund Manager.

The report shall include any matters referred to the MG for attention by any of the Partners

1. Finance

Schedule 3 outlines the nature and detail of the financial contributions of the Partners.

2. Service and Delivery Reporting

The report shall constitute a financial summary of actual expenditure against budgets alongside forecast outturn information, and projected spend, and a summary of progress made against the milestones and targets of the delivery plan. The impact of any forecast variance should be shown by relevant partner.

3. External Performance Data

Monthly, quarterly and annual Information on specific national performance indicators as outlined in the Performance Framework

4. Reporting Format:

The information outlined at Paragraphs 1, 2 and 3 above shall be in the form and frequency as set out in the Summary Table below of Reporting to the MG

	PERFORMAN CE AREA	KEY DELIVERABLES	FREQUENC Y
1.	OUTCOMES FOR SERVICE USERS	To be added in relation to PTLP	Six-weekly
2.	FINANCE	(Six-weekly income and expenditure by team and total with comparisons to budget and a commentary on significant variances.) alongside forecast outturn information.) Year end information required for Partner's Statutory Accounts	Six-weekly Annually
3.	SERVICE IMPROVEMEN T	Levels of CAF completed Progress of workforce development against milestones Progress of implementation of Family Support against milestones Progress of implementation of Anti-Bullying against milestones Progress of engagement strategy against milestones Progress of IYO/TYS against milestones	Six-weekly