



East Northamptonshire Council

Policy and Resources Committee - 9 November 2009

Section 10 Agreement for the Northamptonshire Children and Young People's Partnership.

Summary

This report seeks approval to the "Section 10" agreement of the Northamptonshire Children and Young People's Partnership.

Attachment(s)

Section 10 Agreement

1.0 Background

- 1.1 At the meeting of the Policy and Resources Committee on 14 September 2009 it was resolved
"That the adoption of the Section 10 Agreement for the Northamptonshire Children and Young People's Partnership be deferred to the next meeting to allow officers to look at negotiating an equitable financial contribution for East Northamptonshire and to review the outcomes" (minute 133 refers).
- 1.2 East Northamptonshire Council has been making a financial contribution to the Northamptonshire Children and Young People (CYPP) Board since April 2006 (Minute 485 (e) refers). The contribution of £13,369 per annum is part of a "pooled fund" to support the work outlined in the Northamptonshire Children's Plan.
- 1.3 The C&YPP Board has developed the Northamptonshire CYPP Plan which outlines the priority outcomes and measures to be delivered by the partnership. The Plan can be viewed at http://www3.northamptonshire.gov.uk/child/CYPP/cyp_plan

2.0 Section 10 Agreements

- 2.1 Under Section 10 of the Children Act 2004, partners may create a pooled fund, to be managed by one of the partners within the CYPP. This fund must be used to discharge agreed functions in accordance with an agreed work programme. Statutory duties may not be transferred under this agreement. The process of developing such an agreement gives greater clarification of the roles of partners and the function of the partnership structures, and puts them on a legally-agreed footing.
- 2.2 In Northamptonshire the "pooled fund" which currently exists is not subject to a formal agreement. The Children and Young People's Partnership Board (CYPPB) met in July 2008 and September 2008 to discuss the updated guidance from central Government, the consultation on the legislative framework and the Northamptonshire response. As a result it proposed that the development of this Section 10 Agreement was an appropriate way to respond to the issues raised in the guidance, and to consolidate the progress made within the county to date.
- 2.3 This places the CYPP partnership in a good position in the light of any forthcoming legislation, and will also regularise the current "gentleman's agreement" arrangements around the pooled funds.
- 2.4 The Agreement has been developed by officers within the county involved in the delivery of children and young person services, approved by the County group of

Chief Executives and has been assessed by the Local Authorities' Legal Officers. The Council's Solicitor has reviewed the Agreement and expressed no concern regarding its content.

2.5 The Section 10 Agreement requires formal adoption by each of the relevant partners outlined on pages 3, 4 and 5 of the attachment.

3.0 East Northamptonshire Council's (ENC) Contribution

3.1 As requested officers have discussed the contributions made by District and Borough Councils in Northamptonshire with the C&YP Commissioner at Northamptonshire County Council.

3.2 It has been agreed that the ENC contribution 09/10 be reduced to £8650k and that financial contributions from 2010 onwards be reviewed with all partners.

3.3 The attached agreement has been amended to reflect this reduction in the ENC contribution.

4.0 Recommendation

It is recommended that

- 1) The Committee formally adopts the Section 10 Agreement and approves the contribution of £8,650 for 2009/10 only.
- 2) A report be brought back to this Committee outlining the requested contribution and future plans of the Northamptonshire Children and Young People Board from 01/04/10 onwards.

Implications:	
Corporate Outcomes or Other Policy/Priority/Strategy	
Good Quality of Life	<input type="checkbox"/> Good Reputation <input type="checkbox"/>
Good Value for Money	<input type="checkbox"/> High Quality Service Delivery <input checked="" type="checkbox"/>
Effective Partnership Working	<input checked="" type="checkbox"/> Strong Community Leadership <input type="checkbox"/>
Effective Management	<input checked="" type="checkbox"/> Knowledge of our Customers and Communities <input type="checkbox"/>
Employees and Members with the Right Knowledge, Skills and Behaviours	<input type="checkbox"/>
Other:	<input type="checkbox"/>
Decision(s) would be outside the budget or policy framework and require full Council approval	<input type="checkbox"/>
Financial	There are no financial implications at this stage <input checked="" type="checkbox"/>
	There will be financial implications – see paragraph <input type="checkbox"/>
	There is provision within existing budget <input checked="" type="checkbox"/>
	Decisions may give rise to additional expenditure at a later date <input type="checkbox"/>
	Decisions may have potential for income generation <input type="checkbox"/>
Risk Management	An assessment has been carried out and there are no material risks <input checked="" type="checkbox"/>
	Material risks exist and these are recorded at Risk Register Reference - inherent risk score - residual risk score - <input type="checkbox"/>
Staff	There are no additional staffing implications <input checked="" type="checkbox"/>
	Additional staff will be required – see paragraph <input type="checkbox"/>
Equalities and Human Rights	There will be no impact on equality (race, age, gender, disability, religion/belief, sexual orientation) or human rights implications <input checked="" type="checkbox"/>
	There will be an impact on equality (see categories above) or human rights implications – see paragraph <input type="checkbox"/>
Legal	Power: Section 10 of the Children Act 2004
	Other considerations:

Background Papers: Northamptonshire Children and Young People's Plan 2009-12					
Person Originating Report: Lisa Hyde Head of Policy & Community Development 01832 742162					
Date: 15/10/09					
CFO		MO		CX	

(Committee Report Normal Rev. 19)

DATED this 1st day of April 2009

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

(Promotion of Well Being for Children)

THIS AGREEMENT is made as of the 1st day of April 2009

BETWEEN:

(1)

NORTHAMPTONSHIRE COUNTY COUNCIL ("the County Council") situated at: County Hall, Northampton NN1 1DN, on behalf of itself, and on behalf of its Youth Offending Service;

and

(2)

NORTHAMPTONSHIRE TEACHING PRIMARY CARE TRUST ("the PCT") situated at: Francis Crick House, Summerhouse Road, Moulton Park, Northampton

and

(3)

CORBY BOROUGH COUNCIL situated at: Grosvenor House, George Street, Corby, Northamptonshire NN17 1QB

and

(4)

DAVENTRY DISTRICT COUNCIL situated at: Daventry District Council, Lodge Road, Daventry, Northamptonshire NN11 5AF

and

(5)

EAST NORTHAMPTONSHIRE DISTRICT COUNCIL situated at: East Northamptonshire House, Cedar Drive, Thrapston, Northamptonshire NN14 4LZ

and

(6)

KETTERING BOROUGH COUNCIL situated at: Bowling Green Road, Kettering, Northamptonshire NN15 7QX

and

(7)

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

and

(8)

SOUTH NORTHAMPTONSHIRE DISTRICT COUNCIL (“ South Northamptonshire Council”) situated at: Springfield, Towcester, Northamptonshire NN12 6AE

and

(9)

WELLINGBOROUGH BOROUGH COUNCIL situated at Swanspool House, Doddington Road, Wellingborough, NN8 1BP

and

(10)

NORTHAMPTONSHIRE POLICE AUTHORITY situated at: Police Headquarters, Wotton Hall, Northampton NN4 0JQ

and

(11)

NORTHAMPTONSHIRE PROBATION SERVICE situated at: 43- 47 Bridge Street, Northampton NN1 1NS

and

(12)

THE LEARNING AND SKILLS COUNCIL situated at: Royal Pavilion Summerhouse Road, Moulton Park, Northampton NN3 6BJ (or its successor body)

and

(13)

NORTHAMPTONSHIRE CONNEXIONS PARTNERSHIP LIMITED situated at: 2 Bouverie Court, The Lakes, Northampton NN4 7YD

Together “the Partners”

IT IS AGREED AS FOLLOWS:

The Partners wish to work together according to the principles outlined in Appendix 2 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 Lead Authority 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 County 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.
- F 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 1st April 2009;

“Contracts”	is defined in Clause 6.3;
“Contracting Partner”	is defined in Clause 6.3;
“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, Wellingborough Borough Council and South Northamptonshire District Council
“Employment Liabilities	<p>”means without limitation any and all costs, claims, fines, liabilities or expenses however arising from:</p> <ul style="list-style-type: none"> (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;
“Lead Authority”	means, where the context allows, the County Council acting in its capacity as the Partner undertaking the function of administering the pooled fund on behalf of the Partners;

“Management Group or MG”

means the management group constituted by the NCYPPB and comprising members from each of the Partners for purpose of 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, being the Children’s Trust arrangements for Northamptonshire;

“ODP”

means the Objectives and Delivery Plan as set out at Schedule 1, as such Schedule 1 may be amended from time to time in accordance with this Agreement;

“Partners”

means the parties to this agreement and the term “Partner” shall mean any one of them;

“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: Children and Young People’s Commissioner

“Pooled Fund”

means the joint fund of monies maintained by the Lead Authority being shared contributions from the Partners for the purpose of fulfilling the Partners obligations under 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;

“RPI”

means the Retail Prices Index

“Services”	means those arrangements and services agreed by the NCYPPB to be paid or accounted for from the Pooled Fund for the purposes of promoting the well being of children, as described in the ODP and managed by the Lead Authority;
“Service User”	means any person receiving the benefit of the Services;
“Staff”	means any employee of any of the Partners made available for performance of the Services and including without limitation the Pooled Fund Manager;
“Term”	means the period of 3 years commencing on the Commencement Date, as such term may be extended pursuant to Clause 2;
“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

This Agreement shall commence on the Commencement Date and shall continue for the Term, subject to earlier termination as provided for in this Agreement. The Partners may agree to an extension of the Term, in which case this Agreement shall be amended to reflect such extended Term in accordance with Clause 14.

3. OBJECTIVES AND DELIVERY PLAN

The objectives of the Partners in entering into this Agreement, and the plan for delivery of those objectives and performance of this Agreement, are set out in the ODP.

4. POOL CONTRIBUTIONS

- 4.1 The Partners agree that they shall make financial and non-financial contributions to the Pooled Fund for purpose of fulfillment of the ODP and performance of any relevant Services, in the manner described in Schedule 3 and as directed by the MG. The Lead Authority will manage the Pooled Fund and the activities forming part of the ODP, and the Partners hereby appoint the County Council to perform such function and to be the Lead Authority hereunder.

- 4.2 Each Partner's initial financial contribution to the Pooled Fund for the first Financial Year of this Agreement is described in Schedule 3. The contributions of the Partners shall be liable to change from Financial Year to Financial Year, under the provisions of Clause 9.1, and Schedule 3 shall be amended or be deemed to have been amended to reflect the contributions in effect for the relevant Financial Year in accordance with this Agreement.
- 4.3 The Partners shall make payments to the County Council, in its capacity as Lead Authority, quarterly in advance within 30 days of an invoice therefor from the County Council.
- 4.4 In addition to the financial contributions described in Clause 4.1, the Partners shall make available for use in support of the ODP such staff, goods and/or services as may be agreed by the NCYPPB from time to time. Such non-financial contributions shall be described on Schedule 3, which Schedule 3 shall be amended from time to time to reflect such agreed non-financial contributions in accordance with this Agreement.

5. FUNCTIONS

The Partners agree that the ODP shall be used only to plan and budget for activities that fall within the Partners' respective Functions, and that the contributions made by the Partners under this Agreement shall be made in furtherance of such activities.

6. THE SERVICES

- 6.1 The Services shall be determined by the NCYPPB for the benefit of Service Users in accordance with the provisions of this Agreement and within the scope of the ODP. Such Services are, as of the Commencement Date, set out on Schedule 2, which Schedule 2 may be amended from time to time to reflect any changes agreed by the NCYPPB.
- 6.2 The eligibility of Service Users to receive the Services shall be determined in accordance with the provisions of Schedule 2.
- 6.3 If the ODP requires that contracts be entered into with third parties for delivery of any Services ("Contracts"), (i) the relevant Partner shall enter into an individual Contract (the "Contracting Partner") and this shall be reflected on Schedule 2, (ii) such Contracts shall be in a form approved by the MG, (iii) the Contracting Partner 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, age, disability, racial origin and cultural linguistic backgrounds, with reference to relevant legislation; (iv) shall be procured in accordance with all relevant legislation including the Public Contracts Regulations 2006 and each individual

Partner's internal contract standing orders or equivalent, and (v) the Contracting Partner's costs to procure the relevant Service shall be met from the Pooled Fund.

- 6.4 The Partners shall ensure that any non-financial contributions it is required to make to delivery of the ODP as described in the ODP from time to time are provided in a timely fashion and in accordance with the 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 Lead Authority as the Lead Authority may from time to time nominate for this role and who has been approved by the Partners (such approval not to be unreasonably withheld) as confirmed by the Management Group not later than thirty (30) days prior to the commencement of each Financial Year. In default of such agreement, the Pooled Fund Manager shall be an employee of the County Council nominated by the County Council's Corporate Director of Children and Young Peoples Services.
- 7.2 The Pooled Fund Manager is hereby authorized by the Partners to make payments from the Pooled Fund as instructed by the Management Group, and to manage the operation of the Pooled Fund.
- 7.3 The Pooled Fund shall be managed in accordance with Schedule 4, and arrangements for the governance of the Pooled Fund are described in Schedule 4 and in this Agreement.
- 7.4 Any surplus in the Pooled Fund at the end of any Financial Year shall be carried forward to the following Financial Year unless otherwise agreed by the MG.
- 7.5 Any overspend in respect to the Pooled Fund shall be deducted from the following Financial Year's budget unless otherwise agreed by the MG.
- 7.6 The Pooled Fund Manager shall submit to the Partners at least six weekly, reports as described in Schedule 4 as soon as possible after the end of each six week period 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 Management Group can monitor the effectiveness of the Pooled Fund arrangements as further described in Schedule 4. The cost of preparing and submitting the reports described in this Clause 7.6 shall be charged by the Lead Authority to the Pooled Fund.

- 7.7 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 and this Clause 7).

8. GOVERNANCE

- 8.1 The Partners have agreed certain governance arrangements with respect to the ODP and the Pooled Fund as described in Schedule 4, and each hereby represent and warrant to each other that they have each secured all necessary delegations to enable those arrangements to be put in place and operate in accordance with this Agreement
- 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. LIABILITY 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 17 shall apply.

Each Partner shall use all reasonable efforts to ensure that they maintain policies of insurance (or in the case of the PCT, an equivalent arrangement or 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 Services and this Agreement after 3 months from the Commencement Date and no later than 6 months from the 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. Following such review, Schedule 3 shall be updated to include the agreed contributions.

10.2 Following the initial review described in Clause 10.1, the Partners shall review the provision of the Services and this Agreement no later than 1st July in each subsequent Financial Year.

10.3 By 1st October in each Financial Year, the Partners shall agree draft budgets and their respective contributions to the Pooled Fund for the following Financial Year.

10.4 The Partners shall confirm final budgets for their respective contributions to the Pooled Fund and any changes to financial procedures by no later than 11th March in each Financial Year for the following Financial Year, and shall revise Schedule 3 to reflect such changed contributions and arrangements in accordance with this Agreement.

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 (or such other index as the Partners may agree);

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 in order to assist in fulfilling the requirements of this Agreement.

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 adjustment 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 any 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 cooperate 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 Where a TUPE transfer occurs as described in Clause 11.1, the original employer of the Staff shall indemnify the new employer of the Staff (and their contractors or agents) and keep them indemnified in respect of any and all Employment Liabilities incurred or payable in respect of such 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 new 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 Lead Authority to any of the Partners if any of the Partners has failed to confirm in writing its proposed respective contribution (subject to agreement by the governance arrangements

of each organization) 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 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.
- 12.3 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.
- 12.4 Any Partner shall be entitled to terminate this Agreement immediately by notice to the other Partners, if any of the 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.
- 12.5 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.
- 12.6 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.
- 12.7 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 termination of this Agreement under 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 and the costs of the Lead Authority to administer the Pooled Fund;
- 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.
- 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 Lead Authority for the purposes of meeting any of the costs of winding up the Service or where this is not practicable such goods will be shared proportionately between the Partners in accordance with their respective contributions in the Financial Year of termination.

14. VARIATION

- 14.1 No variation to this Agreement shall be effective unless it is in writing and signed by all of the Partners.

15. CONFIDENTIALITY

- 15.1 The Partners shall comply with the obligations imposed upon them under the Data Protection Act 1998 and the Data Sharing charter under which the NCYPPB operates.
- 15.2 Subject to Clause 16.1, the Partners shall keep confidential any information relating to the other Partners and will take all reasonable

steps to ensure that their employees do not divulge such information to a third party, except in accordance with the requirements of a regulatory body, 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”) relating to this Agreement 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. The cost of complying with FOIA requests shall be met by the Pooled Fund.

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

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; provided that the Partners acknowledge that it is envisaged that the Learning and Skills Council shall be wound up in 2010

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

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

21. PREVENTION OF CORRUPTION / QUALITY CONTROL

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 by 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 MG 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.

23. NOTICES

23.1 All notices under this Agreement shall only be validly given if given in writing to the address of the relevant Partner set out at the beginning of this Agreement.

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

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

25. ENTIRE AGREEMENT

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

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

28. SEVERABILITY

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.

NORTHAMPTONSHIRE COUNTY COUNCIL

Authorised Signatory.....

Authorised Signatory.....

NORTHAMPTONSHIRE TEACHING PRIMARY CARE TRUST

Authorised Signatory.....

Authorised Signatory.....

CORBY BOROUGH COUNCIL

Authorised Signatory.....

Authorised Signatory.....

DAVENTRY DISTRICT COUNCIL

Authorised Signatory.....

Authorised Signatory.....

EAST NORTHAMPTONSHIRE DISTRICT COUNCIL

Authorised Signatory.....

Authorised Signatory.....

KETTERING BOROUGH COUNCIL

Authorised Signatory.....

Authorised Signatory.....

NORTHAMPTON BOROUGH COUNCIL

Authorised Signatory.....

Authorised Signatory.....

SOUTH NORTHAMPTONSHIRE DISTRICT COUNCIL

Authorised Signatory.....

Authorised Signatory.....

WELLINGBOROUGH BOROUGH COUNCIL

Authorised Signatory.....

Authorised Signatory.....

NORTHAMPTONSHIRE POLICE AUTHORITY

Authorised Signatory.....

Authorised Signatory.....

NORTHAMPTONSHIRE PROBATION SERVICE

Authorised Signatory.....

Authorised Signatory.....

THE LEARNING AND SKILLS COUNCIL

Authorised Signatory.....

Authorised Signatory.....

NORTHAMPTONSHIRE CONNEXIONS PARTNERSHIP LIMITED

Authorised Signatory.....

Authorised Signatory.....

SCHEDULE 1

OBJECTIVES AND DELIVERY PLAN

1. Introduction: Description and Purpose of Agreement

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 Service Users will be more coherent and integrated services leading to better outcomes for all. Specifically, Users will benefit from:

- 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
- An integrated service for young people across the county
- 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 Agreement, including dedicated officer and staff time and the operation of the communications strategy
- Provide workforce development opportunities for all Staff to develop and improve 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 other multi-agency training as required by the Children's Workforce Development Council, or by the Children and Young People's Plan is appropriate and 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 peoples, their parents and carers, including 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)
- Promote the reduction in 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, 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 of the above activity will be determined by the NCYPPB and co-ordinated by the Lead Authority as described in Schedule 4.

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

From time to time Contracts may need to be entered into with third parties as agreed by the Management Group before the work is undertaken, with the commissioning Partner nominated by the Partners according to the Function to be discharged.

6. Key Performance Areas

Service specifications including targets and milestones for each of the Services will be agreed by the Management Group and monitored by the Management Group 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 NCYPPB, and 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 NCYPP Board.

SCHEDULE 2

FUNCTIONS OF THE PARTNERS

The Pooled Fund shall be spent solely in respect of the Functions, such Functions to be identified at the time such funds are spent.

SERVICES, MANNER, LOCATION AND ACCESS

As of the Commencement Date, the scope of the Agreement will be the strategic development of partnership working and NOT direct service delivery to young people, and the Services shall be to promulgate the Prevention Through Learning Programme described below.

The Planned Scope of the Prevention Through Learning Programme

Prevention Through Learning Programme (“PTLP”) consists of two distinct strands of work:

- Strategic development of partnership working and multi-agency co-location initially in 3 pilot areas, spreading to whole county by Jan 09
- Development of direct Preventative delivery services in 3 pilot areas, spreading to whole county in due course.

[Though various budget streams are to some extent pooled, strategic development is funded primarily from the NCYPPB 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]

Quarterly Milestones

Monitoring progress of PTLP

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
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 in each new area of 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

Any Contracts required to be entered into for purposes of implementing the PTLP will be entered into by the relevant Partner as determined by the MG.

4. Provided Services (from the Partners)

Partners will be required 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

Level of Need	Eligibility	Partnership Responses
Tier 1	For all young people and parents.	Information Leaflets PHSE curriculum in Schools

	Universal information or activities before problems emerge	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

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.

A. Non Financial Contributions

General principles of non-financial contributions

As agreed from time to time by the Management Group and co-ordinated by the Lead Authority the Partners will make the following available for the purposes of this Agreement which, except in respect of the costs of the Lead Authority described below, shall be without cost or charge to the Pooled Fund:

- Partners will make available, wherever possible and reasonable, premises for the purposes of NCYPPB 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 Lead Authority will provide the administrative support for the Pooled Fund. The cost of providing such administrative support shall be charged to the Pooled Fund, including without limitation the costs (and including without limitation any redundancy costs relating to the period of this Agreement) of any Staff employed by the Lead Authority wholly or partly to perform such support and to assist the Lead Authority in its duties under this Agreement. Unless the Management Group agrees otherwise, this cost is limited to the salary costs of the staff employed that are charged to the pooled fund, and any other costs agreed as part of the annual budget plan for the pooled fund.
- 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

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

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.

PTLP

Premises

PTLP aims to locate its staff in multi-agency settings;

Staff

Partner staff working within Prevention Team:

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

The County Council shall provide the following premises:-

Connaughty Centre Corby
St. John's Tiffield
Russell House staff base room or other premises in Northampton

Other partners shall provide premises as and when agreed during the year.

B. Financial Contributions

Pooled Fund - Sources of Funding

The funding comes 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 budget amounts contributed by the Partners to the Pooled Fund in the first Financial Year of the Agreement are set out further below.

The Pooled Fund Manager shall report every six weeks to the MG 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 Partners shall contribute the following percentages of the total budget for the Pooled Fund in all years following the first Financial Year:-

a) Proportional contributions:

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

b) Contributions for the first Financial Year only (to be confirmed by the NCYPPB)

	£
▪ County Council:	373,369
▪ Teaching Primary Care Trust:	211,400
▪ Police Service:	17,092
▪ Learning Skills Council:	34,000
▪ Connexions:	46,721
▪ Corby Borough Council:	8,890
▪ Daventry District Council	13,349
▪ East Northamptonshire District Council	8,650
▪ Kettering Borough Council:	8,650
▪ Northampton Borough Council:	13,349
▪ South Northamptonshire Council:	13,349
▪ Wellingborough Borough Council:	8,629
c) Total Pooled Fund: £	757,398

Budget Plan

The outline Plan for expenditure from the Pooled Fund for 2009-2010 is set out below. Further detailed action plans form a part of the Children and Young People's Plan:

PTLP	125,237
CAF	111,000
WorkforceDevelopment	244,910
Engagement and Participation	85,000
CYPP Posts	156,000
Partnership running costs	35,301

TOTAL	757,398
Projects – funded from carry forward in 2009-2010	
eCAF	20,000
Information-sharing	6,000
Anti-bullying	10,500
FamilySupport	28,000
TOTAL	64,500
TOTALBUDGET2009-2010	821,948

SCHEDULE 4

MANAGEMENT GROUP, GOVERNANCE AND PERFORMANCE

The Pooled 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 NCYPBB will have an interest in its effectiveness. The MG will act as the Management Group for the management of this Fund, and will seek the views of the full NCYPBB in making its decisions

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 as required the Schedules to the Agreement
- 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 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 Partners and the Lead Authority.

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 a Contracting Partner to enter into a Contract 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 the County Council's Standing Financial Instructions.

Information and Reports

The Pooled Fund Manager shall supply to the MG on a six-weekly basis the financial and activity information 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 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 2009 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.

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 – SIX WEEKLY 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 Pooled Fund Manager by the Partners

1. Service and Delivery Reporting

The report shall be a financial summary of actual and projected spend, and a summary of progress made against the milestones and targets of the ODP

2. Reporting Format:

The information outlined above shall be in the form and frequency as set out in the Summary Table below of Reporting to the MG

	PERFORMANCE AREA	KEY DELIVERABLES	FREQUENCY
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.)	Six-weekly
3.	SERVICE IMPROVEMENT	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

APPENDIX 2

Draft Principles

1. Accountability- we will agree effective processes, including decision making, and also roles and responsibilities both at an individual and an organisational level and we will ensure that these are understood by all.
2. All agencies will work effectively as equal and committed partners sharing a common understanding of values and available resources within a culture of diversity, openness, honesty and mutual respect
3. Communication between agencies- we take shared responsibility for interagency communication at every level of working. Structures & mechanisms for effective communication will be transparent & aim to remove barriers, providing a consistent message to children and families.
4. Integration - We will seek to ensure that every child and family experiences coordinated, seamless, effective and accessible services
5. Effective leadership of a collaborative process - we will develop a localised structure with agreed processes to deliver identified outcomes, valuing everyone's contribution, especially children and families in the area with a balanced representation.
6. Outcomes - We will work with children, families and young people to monitor and evaluate outcomes against national and local expectations within local contexts.
7. Participation - We, as partners and agencies will have the skills and flexibility to listen to parents, carers, children and young people, and actively encourage them to be involved in the planning, delivery and evaluation of services.
8. Service Design - We will work to develop a dynamic, high quality service that is committed to constant improvement by taking into account:
 - The informed individual needs as expressed by service users
 - The involvement of key stakeholders in planning, review and development
 - Robust information and evaluation
 - The need to be achievable and sustainable
 - Training and development
 - The agreed minimum standards for the County
 - Every child/family's entitlement to ECM outcomes
 - The necessity of partnership workingThe need to ensure accessibility by the adequate resourcing of frontline services.