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<b>Report To:</b>	<b>Policy &amp; Resources Committee</b>	<b>Date:</b>	<b>19 May 2015</b>
<b>Report By:</b>	<b>Head of Legal &amp; Property Services</b>	<b>Report No:</b>	<b>LP/079/15</b>
<b>Contact Officer:</b>	<b>Neil Duffy</b>	<b>Contact No:</b>	<b>01475 712147</b>
<b>Subject:</b>	<b>Renewal of Partnership Agreement – Children’s Hearings Scotland</b>		

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## **1.0 PURPOSE**

- 1.1 The purpose of this report is to request approval of the renewal, for a period of 3 years, of the partnership agreement with Children’s Hearings Scotland (CHS) for the continued support of Inverclyde’s Area Support Team (AST).

## **2.0 SUMMARY**

- 2.1 The Policy and Resources Committee at its meeting of 18 September 2012 agreed to support, in principle, an agreement with Children’s Hearings Scotland to provide staffing resource to an Inverclyde Area Support Team for an initial period of 2 years and that, during the period, the option to develop a Joint Area Support Team with Renfrewshire and East Renfrewshire be kept under review.
- 2.2 With the Inverclyde Area Support Team in place from 24 June 2013 for an initial period of 2 years, the term of the agreement is set to expire on 30 June 2015.
- 2.3 At the meeting of the AST on 16 December 2014, it was agreed that the AST was in favour of the current arrangement and that it would fully support the Council in progressing the renewal of the Partnership Agreement.

## **3.0 RECOMMENDATIONS**

- 3.1 That the Committee agree to support an agreement with Children’s Hearings Scotland to continue to provide staffing resources, up to the level currently provided, to the Inverclyde Area Support Team, for a further term of 3 years, to 30 June 2018; and
- 3.2 That it be remitted to the Chief Executive to progress and, as appropriate, to conclude negotiations with Children’s Hearings Scotland to ensure the best interests of the Council, and those of the Children’s Hearings System in Inverclyde.

**Gerard Malone**  
**Head of Legal & Property Services**

## 4.0 BACKGROUND

- 4.1 The Children's Hearings (Scotland) Act 2011 provided for the National Convener to establish Area Support Teams (ASTs) with the consent of the local authorities involved and introduced significant changes to the way in which the Children's Hearings System will operate as part of a broader national reform and modernisation programme for the system, with the aim of improving the experiences and outcomes of children, young people and families and ensuring consistency of approach and standards within the wider system.
- 4.2 Since 24 June 2013, following the signing of the Partnership Agreement with Children's Hearings Scotland, Inverclyde Council, through the provision of an Officer designated as Clerk to the AST, has provided administrative and secretarial support to the Inverclyde Area Support Team, some of the duties of which include:-
- making arrangements for meetings;
  - acting as a formal link between the AST, the local authority and CHS;
  - arranging for the recruitment and reappointment of AST and children's panel members;
  - monitoring budgets and arranging the payment of expenses and collation of statistics; and
  - providing advice, guidance and support to AST members.
- 4.3 The Partnership agreement currently in place was for an initial period of 2 years from 24 June 2013. The term of the agreement is set to expire on 30 June 2015.
- 4.4 The Inverclyde Area Support Team, at its meeting of 16 December 2014, agreed in favour of the current arrangement being continued and the Partnership Agreement being renewed for a further term of 3 years, to 30 June 2018.
- 4.5 Following the meeting, the Area Convener discussed the progression with the Clerk to the AST and Children's Hearings Scotland's Chief Executive and National Convener, who drew up and submitted to the Council a renewal of the Partnership Agreement for a further term of 3 years, to 30 June 2018.

Appendix 1

## 5.0 IMPLICATIONS

### 5.1 Finance

There are no direct financial implications arising from this report.

Financial Implications:

One off Costs

Cost Centre	Budget Heading	Budget Years	Proposed Spend this Report	Virement From	Other Comments
N/A					

Annually Recurring Costs/ (Savings)

Cost Centre	Budget Heading	With Effect from	Annual Net Impact	Virement From (If Applicable)	Other Comments
N/A					

### 5.2 Legal

There are no direct legal implications arising from this report.

### **5.3 Human Resources**

There are no direct HR implications arising from this report.

### **5.4 Equalities**

There are no direct equalities implications arising from this report.

### **5.5 Repopulation**

There are no direct repopulation implications arising from this report.

## **6.0 CONSULTATIONS**

- 6.1 Consultation has taken place between the Inverclyde Area Support Team and the National Convener & Chief Executive of Children's Hearings Scotland, Boyd McAdam.

## **7.0 LIST OF BACKGROUND PAPERS**

- 7.1 Letter from the National Convener and Chief Executive of Children's Hearings Scotland
- 7.2 Copy of the proposed, extended partnership agreement between Inverclyde Council and Children's Hearings Scotland.



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hearings  
scotland

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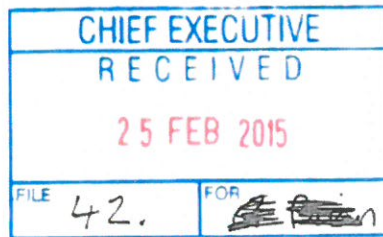
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18 February 2015

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*Gerrey*



## RENEWAL OF PARTNERSHIP AGREEMENT

The Children's Hearings (Scotland) Act 2011 came into force on 24 June 2013 and created a national Children's Panel to replace the 32 panels previously administered by local authorities. The Act also created Children's Hearings Scotland (CHS) as a new body with responsibility for the administration of the national Children's Panel and the creation of volunteer-led Area Support Teams (ASTs). ASTs were created with the consent of constituent local authority/authorities who provide practical support to them through the provision of facilities and administrative support.

In January 2013, Inverclyde Council and Children's Hearings Scotland (CHS) entered into a Partnership Agreement which set out the commitments and responsibilities of each to support the volunteers of the national Children's Panel in Inverclyde through the Inverclyde AST. The Agreement covered a two-year period from 24 June 2013 to 30 June 2015 and CHS is keen to renew it in advance of 30 June to provide assurance to panel members, AST members and staff around continuity of support arrangements.

The Agreement has operated very successfully over the past year and a half, due in no small part to the dedication and commitment of the local authority staff who have provided clerking support to the panel volunteers. Helena Couperwhite (now retired) and Neil Duffy have ensured the smooth operation of administrative arrangements and are very much admired and appreciated for their commitment to the panel by the volunteers and CHS alike. It is testament to the high quality of support received from the Council that no issues about the operation or terms of the Agreement have been raised by any party during the period of the initial Agreement.

I have agreed with your officers and the Area Convener of the AST that the current Partnership Agreement should be renewed without amendment for a three year period expiring on 30 June 2018. I have included two copies of the updated Agreement, signed by myself and my Interim Director of Finance and Corporate Services, and I would be grateful if you would consider the Agreement and, if satisfied, sign both copies, returning one to me for CHS' records.

*The Children's Panel — life changing.*

Chair of Inverclyde Council | National Convener and Chief Executive | 0131 244 3696

Follow @CHScotland

I would like to take this opportunity to thank you on behalf of CHS for the excellent service you provide to the national Children's Panel in Inverclyde. I look forward to continuing our partnership work and together supporting the panel and AST members who give their time and energy to help vulnerable children and young people in Inverclyde.

Yours sincerely

**Boyd McAdam**  
National Convener and Chief Executive

*The Children's Panel — life changing.*

Chair: [Dorothy Currie](#) | National Convener and Chief Executive: [Boyd McAdam](#)

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## Partnership Agreement

between

Children's Hearings Scotland (CHS), as established under section 2 of the Children's Hearings (Scotland) Act 2011 (hereinafter referred to as "CHS")

And

Inverclyde Council, a local authority constituted in terms of the Local Government etc (Scotland) Act 1994 and having its principal office at Greenock Municipal Buildings, Clyde Square, Greenock ( hereinafter referred to as "the Council")

### WHEREAS

1. The Children's Hearings (Scotland) Act 2011 (the "2011 Act") makes a number of changes to the children's hearings system ("the System") to help ensure that the System is nationally consistent and locally delivered, to ensure that all hearings are child and young person centred and that they make effective, evidence based decisions.
2. The 2011 Act provides for:
  - a. a new position of National Convener to provide leadership, support and coherence for panel members across Scotland (the "National Convener");
  - b. the establishment of CHS, a new dedicated national body which will provide coherent and consistent support for panel members across Scotland, and support for the National Convener in the exercise of his/her responsibilities;
  - c. the establishment of a national Children's Panel to replace the existing 32 local Panels;
  - d. the establishment of Area Support Teams (ASTs) on a collaborative basis between local authorities and CHS to take local responsibility for the recruitment, selection, training, retention, support and deployment of panel members, and the operation of the System in local areas; and
  - e. appointments to ASTs to be made by the National Convener, key among these will be the Area Convener who will provide leadership and direction to the Inverclyde AST and ensure that it fulfils its responsibilities (the "Area Convener").
3. The Parties have agreed to enter into an Agreement relating to the support and administration requirements of the Inverclyde Area Support Team ("Inverclyde AST").
4. The Council together with CHS, undertakes to support the operation of the Inverclyde AST, panel members and the System as set out in this Agreement.

### Purpose of the Agreement

5. The purpose of this Agreement is to record the commitment of CHS and the Council to support:
  - a. the System in Scotland, and the national children's panel and underpinning framework of standards, in line with the terms of this Agreement;
  - b. the administration of the Inverclyde AST by the Council through the provision of the services of an AST clerk, and his or her team, and adequate accommodation, office and administration support required for the effective operation of the Inverclyde AST;
  - c. the national children's panel within the Inverclyde AST area through the Council providing accommodation, administrative support and resources which will assist the AST and CHS with recruitment and retention of sufficient panel and AST members at the area level; and
  - d. the System in the Inverclyde AST area by CHS providing continuity of funding, effective support to ASTs, partner engagement and consultation, and information, advice and guidance in line with agreed national standards.
6. This Agreement is intended to underpin a shared commitment to the System by establishing a clear, uniform understanding across Scotland of the services to be provided for the support and administration of ASTs, and to clarify the commitment of the parties involved to the provision of these services.

#### Duration

7. This Agreement shall commence on the 01 July 2015 **and unless the Parties agree otherwise, shall subsist until 30<sup>th</sup> June 2018**. The Parties shall review this Agreement annually to agree the services to be provided during the following year.

#### Principles

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

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

## **Service Commitment**

### Services to support the Inverclyde AST

10. CHS will provide:
  - i) Continuity of funding in relation to
    - a. the recruitment, appointment, training and assessment of Inverclyde panel members;
    - b. the recruitment, appointment, training and assessment of Inverclyde AST members;
    - c. the advice, guidance and information required to enable Inverclyde AST members to fulfil their responsibilities;
    - d. the payment of expenses for all volunteers including panel members, the Area Convener and Inverclyde AST members in accordance with the national scheme of expenses to be prepared and updated from time to time by CHS; and
    - e. the payment of Protection of Vulnerable Groups (PVG) fees for all panel members and AST members.
  - ii) Support and training through:
    - a. the development of a national training curriculum and delivery to Inverclyde AST members and panel members;
    - b. localised delivery of training including support and funding to the Inverclyde AST training team;
    - c. delivery of Panelpal training for the Inverclyde AST Clerk and relevant members of their team;
    - d. ensuring the National Convener's duty to provide legal and procedural advice for children's hearings is fulfilled and Inverclyde AST members have the information they require to effectively support the work of panel members;



- e. fielding day-to-day enquiries from Inverclyde AST and providing advice on the role of Inverclyde AST members and on any panel member issues that the AST is unable to deal with;
  - f. guiding and monitoring the day to day work of Inverclyde AST to make sure that it is in accordance with the National Standards; and
  - g. creating systems for the exchange of ideas, learning and best practice between ASTs.
- iii) The learning and development of ASTs through sharing of good practice and effective performance management including:
- a. supporting the National Convener in annual assessment of ASTs and sharing with the Council any issues arising from the annual reporting process
  - b. providing training, advice and support to AST members in the assessment process
  - c. establishing systems for analysing the activities, performance and impact of ASTs and sharing this information with all relevant partners including the local authority
- iv) Support the clerks and their teams through the AST and CHS networks to be established
- v) Other ad hoc and incidental support as agreed with the Council

11. The Council undertakes to work to promote the service commitment and for that purpose will provide:-

- i) A member of staff who is suitably trained, qualified and experienced, to act as the clerk of the Inverclyde AST and specifically to
  - a. provide general administrative and secretarial support to the Area Convener and the Inverclyde AST;
  - b. organise Inverclyde AST meetings, including accommodation, agendas, preparation of reports , including financial reports, and minute taking;
  - c. make administrative arrangements enabling the Area Convener to assess Inverclyde AST members;
  - d. assist the Area Convener with the preparation of reports to the National Convener and the Inverclyde AST annual report;
  - e. ensure the collection, analysis, reporting and return (where required) of information required for performance and monitoring purposes;
  - f. maintain a database of panel member workload and allocation to inform local training and recruitment strategies;

- g. provide administrative support to the panel representatives in the preparation of the panel member rota;
  - h. liaise closely with the Area Convener and panel representatives to put in place arrangements to manage changes to the rota and procedures to ensure that panel members are available for emergency hearings, out of office hours and at short notice when required;
  - i. maintain up to date records of panel member availability;
  - j. work with the Area Convener and Inverclyde AST colleagues to promote the availability of sufficient panel members;
  - k. check and process claims for the payment of allowances for all volunteers including panel members, the Area Convener and Inverclyde AST members in keeping with the national scheme of expenses;
  - l. work with appropriate CHS staff to prepare expenses budgets and make quarterly reports of expenditure in order to reclaim funding from CHS;
  - m. respond to telephone and other enquiries in relation to the Inverclyde AST or the national children's panel; and
  - n. support the panel member recruitment and selection process.
- ii) Accommodation and office support and facilities appropriate to support the functions of the Inverclyde AST including:
- a. office support for Inverclyde AST meetings;
  - b. where reasonably practicable and, to the extent that it does not interfere with the ordinary business of the Council, provide meeting space for Inverclyde AST meetings;
  - c. minute taking and secretarial support for Inverclyde AST meetings and events; and
  - d. where reasonably practicable and, to the extent that it does not interfere with the ordinary business of the Council, provide meeting and seminar facilities for local panel member events organised by the Inverclyde AST, for example training sessions and information evenings for prospective panel members.
- iii) Secure IT and office support systems required to allow the clerk and other relevant Council staff to support the proper functioning of the Inverclyde AST;
- iv) Other ad hoc and incidental support as agreed in advance with CHS.

## **Structure, Personnel and Administration**

12. The names, job titles and contact details of key personnel will be submitted without delay to the National Convener by the clerk.

13. The Area Convener and Inverclyde AST members will determine any sub-committee arrangements with local partners and will ensure relevant parties are aware of such arrangements.
14. The clerk will also provide the National Convener with a specification of the Inverclyde AST sub-committee structure.

### **Disagreements and Conflicts**

15. CHS and the Council agree that when disagreements and conflicts arise about the operation of the Inverclyde AST all efforts will be made to achieve resolution as quickly and expeditiously as possible by the Area Convener and the senior nominated Council representative. When an issue arises where resolution is not achieved locally, the matter shall be referred to the National Convener and the Chief Executive of the Council.

### **General**

16. In agreeing to work together to support the System and Inverclyde AST as set out in this Agreement, both CHS and the Council acknowledge and will comply with their respective obligations, including but not limited to the following:
  - a) the Freedom of Information (Scotland) Act 2002;
  - b) the Data Protection Act 1998, and
  - c) the Equality Act 2010
17. Neither CHS nor the Council shall disclose to any person any confidential information relating to the other party except in the proper course of its duties.
18. Neither CHS nor the Council shall issue any publicity (including press announcements) relating to or otherwise reveal or make public any financial or other confidential information in connection with the services provided or the terms of this Agreement without the prior written consent of the other. Neither party will knowingly commit or permit any of its employees, agents or subcontractors to commit any act which might prejudice or damage the reputation of the other.
19. Each Party shall have Employers Liability and Public Liability insurance to cover their respective duties under this Agreement. The level of cover shall be in compliance with all relevant statutory requirements.
20. Nothing in this Agreement will confer, nor is capable of conferring, nor will operate to confer, any right or obligation upon any person who is not a Party.

21. This agreement shall be governed by, interpreted and construed in all respects in accordance with the laws of Scotland. In WITNESS WHEREOF these present typewritten on this and the 6 preceding pages are executed as follows:-

They are signed for on behalf of the Inverclyde Council at Greenock by:

Chief Executive Date

Name

Proper Officer

Signed

Witness

Date

Name

Address

They are signed for on behalf of Children's Hearings Scotland at Edinburgh by

National Convener Date

Name

Signed

Interim Director of Finance and Corporate Services Date

Name

Position