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# NOTICE OF MEETING

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## **CABINET MEMBER FOR CHILDREN AND FAMILIES**

**FRIDAY, 21 JUNE 2019 AT 4.00 PM**

**THE EXECUTIVE MEETING ROOM - THIRD FLOOR, THE GUILDHALL**

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If any member of the public wishing to attend the meeting has access requirements, please notify the contact named above.

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## **CABINET MEMBER FOR CHILDREN AND FAMILIES**

Councillor Rob Wood (Liberal Democrat)

### **Group Spokespersons**

Councillor Judith Smyth, Labour

Councillor Matthew Atkins, Conservative

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(NB This Agenda should be retained for future reference with the minutes of this meeting.)

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## **AGENDA**

- 1 Apologies for absence**
- 2 Declarations of Interests**
- 3 Portsmouth Safeguarding Children Partnership Arrangements (Pages 3 - 34)**

### Purpose

The purpose of this report is to provide an update on the new strategic safeguarding children partnership arrangements for Portsmouth

**RECOMMENDED that the Cabinet Member approves the new strategic safeguarding children partnership arrangements on behalf of the City**

**Council ready for publishing (Appendix A). The arrangements have been approved already by the Portsmouth Clinical Commissioning Group and by Hampshire Police.**

**4 Creation of a new Foster Carer Adaptation Policy (Pages 35 - 72)**

**Purpose**

1) To seek approval from the Cabinet member for Children and Families for the creation of a policy at appendix A to provide financial support to foster carers generating increase in foster carer placements.

2) To seek approval of the financial appraisal, appendix B supporting the policy.

**RECOMMENDED that the Cabinet Member for Children and Families:**

**1) approves the policy to provide financial support to foster carers who meet the requirements as laid out in the policy at appendix A.**

**2) gives delegated authority to the Director of Children, Families and Education to approve individual business cases, the S151 Officer has already detailed delegated authority to Finance Managers to approve capital spend up to a maximum of £50,000.**

**3) approves the Financial Assistance Agreement at appendix B.**

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# Agenda Item 3



**Portsmouth**  
CITY COUNCIL

|                                   |  |
|-----------------------------------|--|
| <b>Title of meeting:</b>          | Lead Member Briefing   |
| <b>Decision maker</b>             | Cabinet Member for Children and Families                       |
| <b>Subject:</b>                   | New Strategic Safeguarding Children Partnership Arrangements   |
| <b>Date of meeting:</b>           | 21 June 2019   |
| <b>Report from:</b>               | Alison Jeffery<br>Director of Children, Families and Education |
| <b>Wards affected:</b>            | All Wards  |
| <b>Key decision (over £250k):</b> | No   |
| <b>Full Council decision:</b>     | No   |

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## **1. Purpose of report**

- 1.1 The purpose of this report is to provide an update on the new strategic safeguarding children partnership arrangements for Portsmouth

## **2. Recommendations**

- 2.1 **It is recommended that the Cabinet Member approves the new strategic safeguarding children partnership arrangements on behalf of the City Council ready for publishing (Appendix A). The arrangements have been approved already by the Portsmouth Clinical Commissioning Group and by Hampshire Police.**

## **3. Background and Context**

- 3.1 In July 2018, the Government published the revised Working Together statutory guidance for safeguarding children.
- 3.2 This outlined the requirement for new local strategic safeguarding partnership arrangements to replace Local Safeguarding Children's Boards as well as changes to how Serious Case Reviews are carried out and arrangements for Child Death Overview Panels.
- 3.3 Working Together 2018 Chapter 3 outlines the new safeguarding arrangements. The key points are:

- a. Emphasis on safeguarding being everyone's business and the expectation to join up the system
  - b. The amendments to the Children's Act 2004 to establish three 'safeguarding partners'; the local authority, CCG and chief of police for the area. They have 'equal and joint responsibility for local safeguarding arrangements'.
  - c. An expectation that the three statutory safeguarding partners work with 'relevant agencies' named in local arrangements, who then have a duty to cooperate with those arrangements
  - d. The purpose of the arrangements is to protect children, promote their welfare, and challenge and hold local agencies to account, ensure early identification of problems, promote learning, and facilitate and drive action beyond the usual institutional boundaries
  - e. The geographical area for partnership arrangements should be based on the footprints of a local authorities but more than one council can be under one partnership
  - f. Safeguarding partners must set out who the local relevant agencies are - the 2018 Regulation set out who those should include - see the lengthy list in Appendix 1
  - g. Safeguarding partners must set out expectations of 'relevant agencies', any contribution they make to the strategic safeguarding arrangements, how they will work with relevant agencies, how they will ensure they have robust policies and procedures and how information will be shared
  - h. There is a specific section on schools and other education providers (though it says little more than what applies to any other 'relevant agency')
  - i. Relevant agencies have a duty to comply with requests for information regarding learning from practice
  - j. There is an expectation of independent scrutiny. The guidance does not specify how this might work but states that scrutiny should be objective, constructive and promote reflection to drive improvement. There should be independent scrutiny of a published annual report
  - k. Funding - the safeguarding partners and relevant agencies should make payments towards expenditure incurred for the purpose of the arrangements. It should be 'equitable, proportionate and transparent'
  - l. A report must be published at least every 12 months including information on training, child outcomes, learning, progress on priorities, progress on recommendation from practice reviews and how feedback from children has influenced local provision
- 3.4 Chapter 4 sets out the purpose of children reviews, the duties on local authorities to inform the national Child Safeguarding Practice Review Panel where there has been a serious incident and some criteria to determine if a review is local or national.
- 3.5 Chapter 5 sets out arrangements for child death reviews with the development of 'Child Death Review Partners' who should model their work on CDOPs. The

geographical footprint should be such that the arrangements cover around 60 child deaths a year.

#### **4. The Response in Portsmouth**

- 4.1 A number of conversations and workshops have been had with the three statutory safeguarding partners (PCC, CCG and Police) together with existing PCSB members to develop our local arrangements for further improvement to child safeguarding. Our approach has been to keep the best practice that we have (the PCBS having previously been rated 'Good' by Ofsted) whilst taking the new arrangements as an opportunity to improve what we do. Moreover, we have retained an inclusive set of arrangements with a wide range of 'relevant partners'
- 4.2 There are three major changes that are worth highlighting:
- a) The creation of a more formal 'Executive' as Hampshire, IoW, Portsmouth and Southampton level
  - b) Shifting from an Independent Chair model to an independent chair and 'scrutineer' model and sharing that post with Southampton
  - c) Adopting a model of "deep dive" topic based scrutiny, building on our already effective practice of multi-agency auditing and data analysis.
- 4.3 The revised arrangements have to be published by 29 June. We have secured both CCG and Hampshire Police agreement to these arrangements.

#### **5. Legal implications**

- 5.1 The arrangements take account of relevant provisions of the 2017 Children and Social Work Act and statutory guidance published in 2018. If Portsmouth agencies, including the city council, were to decide they wished to withdraw from the wider Hampshire, Isle of Wight, Portsmouth and Southampton (HIPS) arrangements, a year's notice would need to be given. There is no financial exchange between the authorities to support the HIPS arrangements, which are expected to be supported in kind through the time of different officers across the area.

#### **6. Finance comments**

- 6.1 The arrangements are designed to cost no more than current safeguarding partnership arrangements.

.....  
Signed by:  
Alison Jeffery  
Director of Children, Families and Education

**Attachment: Portsmouth Safeguarding Children Arrangements**

# Portsmouth Safeguarding Children Partnership Arrangements 2019 - 2020



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## Foreword

The Portsmouth Safeguarding Children Partnership (PSCP) has been developed out of the previous LSCB and in response to Working Together 2018. The PSCP seeks to build on the previous strong work of the local LSCB in developing and delivering effective multi-agency arrangements for keeping children safe from harm.

Ever since the new arrangements were proposed by central government, the new statutory safeguarding partners have been committed to running a partnership in Portsmouth that is inclusive - recognising that safeguarding children continues to be 'everybody's business'. The clear successes we have had in Portsmouth in keeping children safe have undoubtedly been down to the strong relationships and partnerships that have been developed over the years in the city. This will continue.

The new arrangements have however provided a timely opportunity to look hard at our effectiveness. Through a number of conversations during 2018 and 2019, we have sought to develop strategic safeguarding arrangements that will continue to drive excellent safeguarding practice and process across all agencies that come into contact with children, young people and families in the city. We have sought to keep the best of what works well, whilst also adopting new arrangements to ensure we are even more effective.

Of particular note is, firstly, our commitment to working more effectively across a wider geographical footprint across Hampshire, Isle of Wight, Portsmouth and Southampton - known as the 'HIPS' safeguarding partnership. Secondly, we are committed to 'shining the light' more sharply on front-line practice to identify both good and effective practice, and areas where we need to improve. As a result, we are adopting a new model of 'deep dives' - three per year - into areas of safeguarding practice and ensuring that we as statutory and relevant partners celebrate effective practice and make changes where needed.

The Portsmouth Safeguarding Children Partnership will hold itself true to two key principles;

1. To place the welfare and safety of children at the heart of everything we do. We will ensure that the impact on children and families will inform every conversation we have, every piece of work we do, every decision we take and every change we make.
2. To routinely 'hold the mirror up' to our practice with children and families. We will be challenging of ourselves and of each other, whilst equally taking a shared responsibility approach to improvement. As Portsmouth continues its journey to a 'restorative city', *high challenge and high support* will define how we work together.

Our Partnership will be defined by these principles and will be judged on the improvements we make to keeping Portsmouth's children safe from harm.

**Steve BurrIDGE on behalf of Hampshire Constabulary**

**Alison Jeffery on behalf of Portsmouth City Council**

**Tina Scarborough on behalf of the Portsmouth Clinical Commissioning Group**

## 1. Introduction and Context

We believe that effectively safeguarding children is achieved by putting them at the centre of the system, and working together to protect them, promote their welfare and to build their resilience. This requires every individual and agency to play their full part. Successful safeguarding partnership arrangements depend on children and their families having access to the right support at the right time; and a commitment from organisations to work together in a culture of transparency, mutual respect and dedication to learning in order to continuously to improve. The partnership is committed to a model of front line practice evaluation that proactively seeks the views of children, families and the workforce, to inform practice, policy and strategy developments.

This document describes the arrangements through which the statutory safeguarding partners and those named as relevant agencies in the city, will work together to safeguard and promote the welfare of children in Portsmouth. The statutory and relevant agencies are listed in [Appendix 2](#). If your organisation is not named and you think it should be, please get in touch with the PSCP by emailing [pscb@portsmouthcc.gov.uk](mailto:pscb@portsmouthcc.gov.uk) to discuss this.

This is a key reference document for everyone who works with children and young people in the city. You need to be familiar with these arrangements and ensure that you comply with them.

These arrangements cover the period 2019-2020 and will be reviewed in 2020 to ensure they are fit for purpose after the first year of operation.

### Legislative Context

The Children and Social Work Act 2017 removed the requirement for all areas to have Local Children's Safeguarding Boards (LSCBs) and instead introduced a new duty on three statutory partners to make arrangements with other partners (as locally determined), to work together in the local area to protect and safeguard children and young people. The Act requires that these arrangements should identify and respond to the needs of children in the area; and also identify and review serious child safeguarding cases which raise issues of importance in relation to the area.

The Government's statutory guidance, "Working Together to Safeguard Children 2018" explains that the three safeguarding partners in relation to a local authority area are defined under the Children Act 2004 (as amended by the Children and Social Work Act 2017) as:

- the local authority
- a clinical commissioning group for an area any part of which falls within the local authority area
- the chief officer of police for an area any part of which falls within the local authority area

### The three statutory safeguarding partners

For each of these three partners, Working Together 2018 defines the lead representatives from each as "the local authority chief executive, the accountable officer of the clinical commissioning group and a chief officer of police".

For Portsmouth the lead representatives for 2019-20 are:

|                 |                      |   |
|-----------------|----------------------|---|
| David Williams  | Chief Executive      | Portsmouth City Council                 |
| Dr Linda Collie | Accountable Officer  | Portsmouth Clinical Commissioning Group |
| Tony Rawlinson  | Chief Superintendent | Hampshire Constabulary                  |

As set out in Working Together 2018, the lead representatives are able to delegate their functions although they retain accountability for any actions taken on behalf of their agency. In Portsmouth the lead representatives have identified the following senior officers in their respective agencies who have responsibility and authority for ensuring full participation with these arrangements for 2019-2020.

|                  |   |   |
|------------------|---|---|
| Alison Jeffery   | Director, Children, Families & Education  | Portsmouth City Council                 |
| Tina Scarborough | Deputy Director of Quality & Safeguarding | Portsmouth Clinical Commissioning Group |
| Steve Burrige    | Portsmouth District Commander             | Hampshire Constabulary                  |

The senior officers have delegated authority to speak on behalf of the safeguarding partner they represent, make decisions on behalf of their organisation or agency and commit them on policy, resourcing or practice matters, and hold their own organisation or agency to account on how effectively they participate in and implement the local arrangements.

## Relevant agencies

The strength of local partnership working is predicated on safeguarding partners working collaboratively together with relevant agencies, whose involvement the safeguarding partners consider is required to safeguard and promote the welfare of children. The PSCP arrangements will engage local organisations and agencies to collaborate and provide targeted support to children and families. The local approach also enables joint identification of, and response to, existing and emerging needs, and to agreeing priorities to improve outcomes for children.

The relevant agencies for the PSCP arrangements are named as:

- All mainstream, special, independent and free schools based in the Portsmouth unitary authority area
- All early years settings
- Post-16 education and training providers
- Portsmouth Hospital Trust
- All Portsmouth GP Practices
- Care UK
- South Central Ambulance Service
- Portsmouth Primary Care Alliance
- Solent NHS Trust
- Armed Forces Safeguarding Team
- Portsmouth Diocese and other faith organisations

- Portsmouth Voluntary Sector Alliance
- Voluntary and community organisations
- Hampshire Probation Trust
- Hampshire and Isle of Wight CRC
- Sports clubs

All schools are named as relevant partners. There will be school representation at both Headteacher level and at Designated Safeguarding Lead level on our local PSCP Board. There are no youth custody facilities within the geographical boundaries of the partnership and no independent residential homes. Residential homes are managed by the local authority, one of the safeguarding partners. The Lead Member for Children (Portsmouth City Council) will be a participating observer of the PSCP. This includes routinely attending meetings as an observer and receiving all its written reports.

All new PSCP members will participate in the induction process and the role description for members is at [Appendix 4](#).

### **Pan-Hampshire and Isle of Wight collaboration**

In Portsmouth the statutory safeguarding partners have agreed to work in partnership with the statutory safeguarding partners for Southampton, Hampshire and the Isle of Wight to ensure coherence in safeguarding arrangements across the wider geography. The arrangements for Hampshire and Isle of Wight wide collaboration are set out in [Appendix 1](#) to this document. The description of arrangements in Portsmouth in the paragraphs below need to be read alongside the description of the collaboration arrangements in Appendix 1.

### **Purpose of the safeguarding partnership arrangements**

The purpose of these local arrangements is to support and enable local organisations and agencies to work together in a system where:

- Children are safeguarded and their welfare promoted;
- Partner organisations and agencies collaborate, share and co-own the vision for how to achieve improved outcomes for vulnerable children;
- Organisations and agencies challenge appropriately and hold one another to account effectively;
- There is early identification and analysis of new safeguarding issues and emerging threats;
- Learning is promoted and embedded in a way that local services for children and families can become more reflective and implement changes to practice;
- Information is shared effectively to facilitate more accurate and timely decision making for children and families

### **Key principles**

Members of the Partnership endeavour to work separately and together in accordance with the following key principles: core objectives of the PSCP are to:

- Effective safeguarding may on occasion require action beyond usual institutional and agency constraints and boundaries, and practitioners will place the needs of children first and foremost at all times in their decision making;

- Effective protection of children is founded on practitioners developing lasting and trusting relationships with children and their families, and using those relationships to empower families to make lasting and sustainable changes to their lives
- Thresholds (see below) will be used to ensure that the right response is made to the differing needs of children and families but not to deny any help at all. Whatever the needs of families, some help will always be offered if only advice, guidance and/or signposting. Wherever it is possible for practitioners to provide more active help that help will be offered, in accordance with the child or family's needs.
- The response to a child or family, from all partners, will always take any account of any known adverse experiences they may have had and the impact which research indicates that experience will have had on them.
- The response from practitioners to children and families will always aim to be restorative, offering both high challenge and high support through honest, respectful, assertive and empowering approaches.
- The work of the Partnership will at times respect the principles of restorative practice so that practitioners and leaders can learn and improve effectively in the context of a joint working culture which is supportive, insightful, and reflective

## **Thresholds**

The safeguarding partners will oversee the updating and dissemination of the Portsmouth Thresholds Document. Regular multi-agency audit of the Thresholds will be undertaken.

## **Functions**

The PSCP will:

- Develop policies and procedures for safeguarding and promoting the welfare of children in the area of the authority, including policies and procedures in relation to:
  - (i) The action to be taken where there are concerns about a child's safety or welfare, including thresholds for intervention
  - (ii) Training of persons who work with children or services affecting the safety and welfare of children
  - (iii) Recruitment and supervision of persons who work with children
  - (iv) Investigation of allegations concerning persons who work with children
  - (v) Safety and welfare of children who are privately fostered
  - (vi) Co-operation with neighbouring children's services authorities and their Board partners
- Communicate to persons and bodies in Portsmouth the need to safeguard and promote the welfare of children, raising their awareness of how this can best be done and encouraging them to do so
- Monitor and evaluate the effectiveness of what is done by the PSCP partners individually and collectively to safeguard and promote the welfare of children and advising them on ways to improve
- Participate in the planning and commissioning of services for children in the area of Portsmouth to ensure that they take safeguarding and promoting the welfare of children into account

- Undertake reviews of serious cases and advising the authority and their Board partners on lessons to be learned.
- Ensure there is a coordinated response by the PSCP partners and others to an unexpected death
- Engage in any other activity that facilitates, or is conducive to, the achievement of its objectives

## **Governance & Accountability**

The PSCP will have a Board made up of the statutory safeguarding partners and relevant agencies. The Board will have an independent chairperson to act as a 'scrutineer' of local arrangements. The statutory safeguarding partners in Portsmouth have agreed to appoint a chair jointly with Southampton partners who will chair both the Portsmouth and Southampton Partnerships.

Each statutory Board member agency will set out their agency's responsibilities and a clear line of accountability, including delegated functions, for safeguarding and promoting the welfare of children

The PSCP is responsible for coordinating and ensuring the effectiveness of work undertaken by local agencies to safeguard and promote the welfare of children, but it is not accountable for their operational work. Each agency retains their own existing lines of accountability for their services.

The PSCP does not have the power to direct other organisations, however it will bring concerns to the attention of the agency concerned and the Board

The PSCP has a clear work programme, including measurable objectives, and a budget. The PSCP publishes an annual report which enables the work of the PSCP to be scrutinised by the City Council, local authority, the Children's Trust, and by other local partners and key stakeholders as well as by the inspectorates. This annual report will be in two parts: a part relating to work undertaken through collaboration across Hampshire and a part relating specifically to work undertaken in Portsmouth only.

## **Offices of the Partnership**

- Chair (Job Description available on request)
  - (i) The Chair will be somebody independent of all partner agencies acting as an 'independent scrutineer' for all agencies
  - (ii) The Chair is accountable to the Chief Executive of the Local Authority for the effectiveness of their work as PSCP Chair, but the Chair is not a decision-maker.
  - (iii) The purpose of the role is to:
    - ensure the Partnership fulfils its statutory obligations
    - operates effectively in promoting the safeguarding and wellbeing of children
    - scrutinise the effectiveness of the partnership
    - Acts as an independent voice for the PSCP
    - ensure the Partnership establishes and fulfils effective challenge and support to other partnerships in the city

- Vice-Chair
  - (i) The PSCB Vice-Chair is appointed by the PSCP Chair in consultation with Board Members
  - (ii) The Vice-Chair will deputise where the Chair is unavailable or where such decision making has been delegated to the role by the Chair of the PSCP
- Safeguarding Children Partnerships Manager (Job Description available on request)
  - (i) The Manager is not a member of the Partnership, but is employed to facilitate the business of the PSCP and its committees, including attending those committees
  - (ii) The Manager will take a lead role in liaison between partner agencies and with neighbouring Partnerships
- Safeguarding Children Partnerships Coordinator (Job Description available on request)
  - (iii) The Coordinator is employed to administrate the PSCP and its committees

## **Operation of the Partnership**

### **Frequency of Board meetings:**

- a. PSCP Board meeting dates, including development days, are agreed at the start of each calendar year. There will be four PSCP meetings per year and an additional development day
- b. The PSCP Board may be convened for an extraordinary meeting at any point with a period of notice of not less than 10 working days
- c. If any urgent decision is required on any matter the Partnership delegates responsibility to the Chair (or Vice Chair) in consultation with the Manager and as many members of the Partnership as practicable, including all three statutory safeguarding partners. Wherever possible, consultation with full Partnership Members should be undertaken. Urgent decisions are defined as any decision relating to any matter of PSCP business which is required at less than 10 days' notice.

### **Quoracy**

- d. Any meeting of the PSCP Board will be quorate if there is attendance by all three statutory safeguarding partners.

### **Attendance**

- e. Each agency will be responsible for ensuring regular and consistent representation at meetings. Each member will be responsible for having a designated deputy to attend in their absence
- f. It is expected that the named representatives will attend no less than 75% of PSCP meetings (minimum four per year). It is expected that the nominated deputy should be in attendance to enable 100% attendance
- g. When attending a meeting the designated deputy is entitled to the same participation and voting rights as the nominated representative
- h. In the event of persistent non-attendance by a Partnership Member or their nominated representative, the Independent Chair will make relevant enquiries and challenge where appropriate

- i. Attendance will be reported upon in the Annual Report and monitored within meeting minutes

#### Reports to the Partnership

- j. Reports to the Partnership must be produced using the PSCP template and in accordance with the PSCP report guidance notes ([Appendix 5](#)).
- k. Reports must be submitted a minimum of three weeks in advance of the meeting. Any amendments to the report requested by the Chair or Manager must be completed and submitted a minimum of one week before the meeting date

#### Agenda and minutes

- l. The Executive Committee will plan the PSCP agendas
- m. Items may be added to the agenda at any time with the permission of the Chair or Vice-Chair. Items to be considered may be submitted to the Manager up to two weeks prior to any scheduled meeting and will be considered by the Executive Committee by correspondence.
- n. Members will receive an agenda and papers at least one week in advance of each meeting
- o. Minutes will be taken by the Board Administrator, or delegated administrator, and circulated within two weeks of the meeting
- p. Disputes to minutes or decisions should be formally raised with the Chair within two weeks of receipt of the minutes

#### Actions

- q. Each agency will be responsible for ensuring that all allocated actions required of representatives are carried out
- r. Each agency must have procedures for considering reports from its representatives in order to identify any action necessary by the agency or the PSCP
- s. The Chair will challenge and escalate matters where non-completion of an action by an agency representative is a cause for concern
- t. The three statutory safeguarding partners will together monitor implementation of actions against a tracker

#### Decision-making

- u. Ordinary decision-making will be by consent following discussion and with contrary views being fully aired and considered.
- v. In the unlikely event consensus is not reached, majority consensus of members will prevail, with dissenting views clearly recorded in the minutes of the meeting, provided all three statutory safeguarding partners are in agreement
- w. In the event of a split decision or failure to reach a decision on a matter that should not be deferred the Chair will escalate issues to the lead representatives of the three statutory safeguarding partners

#### Confidentiality

- x. All members are expected to sign at each Board meeting that they agree to abide the Portsmouth PSCP Confidentiality Agreement

#### Delegation

- y. The PSCP may delegate functions as it considers appropriate to its Executive Group, group or committees



## **Committees, Networks and Groups within the Partnership**

In order to undertake the range of work required, the Board is supported by Committees, Networks and Groups as part of our approach to have an inclusive, diverse and engaged Partnership aimed at keeping children safe from harm.

For 2019 - 2020, there are six key multi-agency groups:

1. The PSCP Executive Committee

The Executive brings together the three statutory safeguarding partners to ensure the PSCP works effectively in discharging its responsibilities under Working Together 2018, and ensuring strategic coherence with the HIPS Executive. The Executive will oversee planning for the rolling programme of "Deep Dives" into practice including the selection of topics and the processes to be followed for each Deep Dive review.

2. Learning from Cases Committee

The Learning from Cases Committee will ensure the local and national system learns from serious incidents, near misses and good practice. See Section 3 below.

3. Monitoring, Evaluation and Scrutiny Committee (MESC)

The MESC will manage the detail of the scrutiny and assurance work of the Partnership, reporting to the Executive, including the rolling programme of 'deep Dives' into practice, the Portsmouth Safeguarding Children Compact and the learning from the PSCP dataset in lines with Working Together 2018.

4. Designated Safeguarding Leads Network (DSLs)

The PSCP will ensure there is an effective DSL network, including training and professional support, recognising the critical role that nurseries, schools and post-16 education providers have in safeguarding children.

5. The MASH Steering Group

The MASH is a key function in the system for keeping children safe from harm. The MASH is overseen by a multi-agency steering group which itself will report into the PSCP arrangements (via the Executive).

6. Missing Exploited and Trafficked Operational Group

Whilst strategic arrangements for tackling child exploitation will be developed across the wider HIPS arrangements, the local Portsmouth operational safeguarding and disruption arrangements will make up part of the PSCP structure.

The three safeguarding partners will take responsibility for leading (including chairing) the committees, networks and groups of the PSCP.

Membership of committees, networks and groups will be made up of staff from the statutory safeguarding partners and the relevant agencies where appropriate. Other sub-regional and national bodies may be co-opted to ensure that each group has relevant expertise and knowledge to undertake the range of business.

Each committee, network or group will have a clear working mandate, in line with the PSCP Business Plan, which is set out within their respective Terms of Reference.

Committees hold responsibility for the planning and implementation of information gathering and analysis in order to recommend courses of action to the Partnership or Executive Committee. Decisions which impact on the quality of safeguarding practice, process or delivery can only be taken by a committee with the specific agreement of the Executive Committee.

## 2. Partnerships

The PSCP will be independent and will not be subordinate to, nor subsumed within, other local structures.

The PSCP will work alongside other strategic partnership work undertaken locally to support children and families. This will include other public boards including the Health and Wellbeing Board, Adult Safeguarding Board, Channel Panel, the Local Family Justice Board, MAPPA, and other bodies in Portsmouth in order to influence the effective development and commissioning of services for the benefit of children

There is a clear distinction between the roles and responsibilities of the PSCP and the Children's Trust Partnership. The PSCP's role is to scrutinise and challenge the work of the Children's Trust partners.

## 3. Child Safeguarding Practice Reviews

To deliver on these key functions, the partnership will oversee a Learning from Cases Committee. The Committee will consider cases in line with Working Together 2018;

- Serious child safeguarding cases that raise issues of importance to the local area;
- 'Near misses'
- Cases where there has been good practice

The Learning from Cases Committee will recommend the notification of incidents to the National Child Safeguarding Practice Review Panel.

All safeguarding partners and relevant agencies will be expected to refer cases to the Committee for consideration, to provide case file information to any case under review and to participate in learning events including reflective practice sessions.

The Learning from Cases Committee will report quarterly into the Executive and the Board with summary information on all the cases considered, its analysis of findings and its recommendations for improvement. It will also provide detailed analysis of findings for the Annual Report. The Learning from Cases Committee will work on a family model - extrapolating learning for safeguarding work with children and adults.

Findings from case reviews will be shared with sub-regional safeguarding Partners through a standing item on learning from reviews at meetings of the HIPS Executive.

The Learning from Cases Committee will make recommendations to the Board for the dissemination of learning through multi-agency training and professional development.

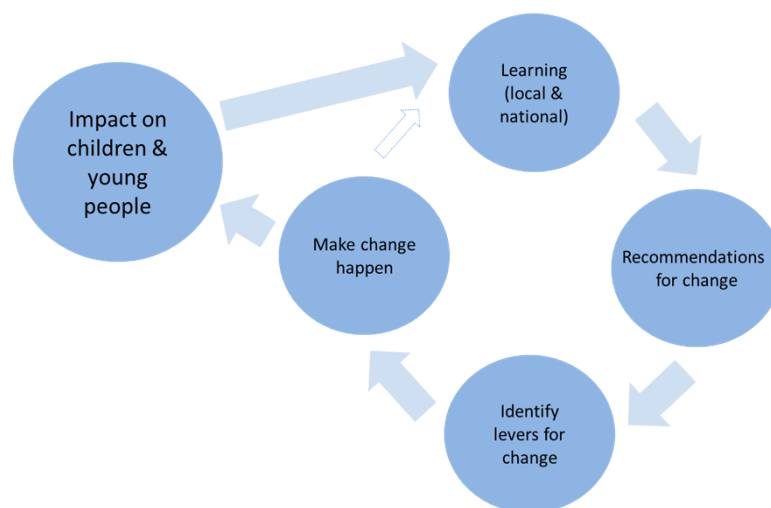
## 4. Scrutiny and Assurance

The PSCP will oversee and manage an annual multi-agency programme of scrutiny and assurance so that the Partnership has a clear sight of good and effective practice and areas for improvement across the system.

At the heart of the scrutiny programme will be a rolling programme of 'deep dives' into specific areas of safeguarding practice. The topics for the 'deep dives' will be agreed at the Partnership Board on the recommendation of the Executive and will be aligned with work across the HIPS area. 'Deep dives' will include multi-agency audit of cases, evaluation of key relevant data, engagement with practitioners across the system and activities designed to elicit directly the views of children and families.

The findings of the 'deep dives' will be reported to the Executive and the Board and recommendations for improvements will be agreed and carried out by statutory safeguarding partners and relevant agencies. Findings will be shared with HIPS Exec Group as set out in [Appendix 1](#).

### PSCP Learning & Improvement Cycle



## 5. Performance Data and Intelligence

The partnership will maintain a comprehensive dataset of safeguarding children information, updated and analysed quarterly and regularly reported to all partners.

All safeguarding partners and relevant agencies will contribute to the collation, analysis and corresponding improvement activity

Datasets will be developed with sub-regional Safeguarding Partners to make it easier for agencies with larger geographical footprints to contribute.

## **6. Multi-Agency Training**

The PSCP will oversee the delivery of multi-agency training including directing the work of a dedicated training manager working alongside a pool of multi-agency trainers.

All partners will promote multi-agency safeguarding training as the primary form from which professionals learn how to effectively safeguard children in Portsmouth. Training will be delivered in using a modular approach covering the full span of early help and safeguarding and be informed by local learning, priorities and practice. The PSCP will contribute trainers to the training pool wherever possible.

## **7. Voice and Engagement**

The voice and experience of children and families will be central to how safeguarding arrangements work effectively. We will ensure that in all our scrutiny work (deep dives, case reviews and data analysis) we elicit, and take central account of, the views and experiences of children, young people and families. We will continue to evaluate the effectiveness of the journey of children through the service system and ensure that we understand what that system looks and feels like from a child's perspective.

Children's voices will be captured and reflected in the training we provide, in the way that we set priorities ('doing with' not 'doing to') and in our annual report.

## **8. Funding Arrangements**

A budget will be agreed each year and details contained in the Business Plan. Contributions should, wherever possible, be agreed on a rolling three-year basis to allow for forward planning. The figure should be agreed for each agency six months in advance.

The Local Authority will provide legal and financial advice to and for the PSCP where required

## **9. Annual Report and Review**

The Partnership will present its annual report to Council Cabinet, the Health & Well-being Board, and the Safeguarding Adults Board in line with the local protocol to ensure effective joint-working between these bodies. The Partnership will also present the report to Portsmouth Council Cabinet and the Police and Crime Commissioner for Hampshire

Through the annual report the PSCP will provide a comprehensive analysis of safeguarding in the local area. The report should challenge the work of the above boards and partners to ensure the necessary overarching structures and processes are put in place to ensure that children are fully safeguarded.

## Appendix 1

### Hampshire, Isle of Wight, Portsmouth & Southampton (HIPS) Safeguarding Children Partnership Executive Group Arrangements

#### 1. Background

- 1.1. Working Together 2018 (WT2018) allows more flexibility for safeguarding arrangements to operate across larger areas/multiple local authority boundaries. Early discussions in the Local Safeguarding Children Board (LSCBs) across Hampshire and the Isle of Wight indicated that each local authority area will retain responsibility for their own local safeguarding arrangements, under the auspices of the three new safeguarding partners (local authority, police and health via the CCG).
- 1.2. It was acknowledged however that for many agencies and professionals who work across more than one of the local authority areas, there would be benefit in greater joined-up working on strategic issues and common themes.
- 1.3. Given that each local area was keen to retain some degree of local arrangement, partners agreed to form a new Hampshire, Isle of Wight, Portsmouth and Southampton (HIPS) Executive Group, supported by some specific four-area subgroups, to work alongside the four local partnerships.

#### 2. Desired outcomes

- 2.1. The overarching outcome of the new arrangements is that **children in Hampshire and the Isle of Wight should be safeguarded from harm**. More specifically, the intention is that new ways of working are based on the following principles:
  - be designed to ensure that services are delivered in the best interests of the child
  - not duplicate existing work, but provide strategic direction and challenge to enable enhanced co-ordination of activity and understanding of impact
  - provide a clear route for escalation of any system-wide issues and an agreed forum for the Safeguarding Partners to collectively fulfil their statutory duties
  - ensure that we make the best use of collective resources
  - be established within the existing resources (both financial and in people hours terms) and should not incur additional cost to agencies.
  - local partnerships can continue to identify their own priorities in addition to any identified at a strategic level by the HIPS Executive.
  - local areas are able to directly ensure that the voices of children and families are clearly represented in local partnership work

#### 3. Role of HIPS arrangements and relationship with Local Safeguarding Children Partnership

The role of the HIPS Executive Group is to provide strategic direction and coordination of safeguarding activity across the region, to promote best practice and implement local and national learning, and to identify issues requiring strategic intervention by the Safeguarding Partners across the HIPS area.

#### 4. **Membership and frequency of 4LSCB Executive**

- 4.1. In order to support this role and relationship of mutual accountability, the membership of the 4LSCB Executive will be focussed to the three Safeguarding Partners across each of the four LSCB areas, namely:
- Directors of Children's Services from each of the represented local authorities. Directors of Children's Services will represent education establishments (those who are maintained by the Local Authority), including Early Years services.
  - Hampshire Constabulary, represented through the Chief Superintendent with lead safeguarding responsibility.
  - Health, represented by Clinical Commissioning Groups (CCGs) of West Hampshire CCG, Hampshire and Isle of Wight CCG, Portsmouth CCG and Southampton CCG. Clinical Commissioning Group representatives will represent the health sector in their local area. They will ensure dialogue with other health commissioning bodies across the HIPS area, namely NHS England (South East) and NHS England Specialist Commissioning.
  - The Safeguarding Partners have also invited the Regional Schools Commissioner to attend the group to represent Academy educational establishments.
- 4.2. The Safeguarding Partners will act as the conduits and facilitate the flow of information and business between the HIPS Executive and the local Safeguarding Children Partnerships.

#### 5. **Chairing of a HIPS Executive**

- 5.1. The HIPS Executive will be chaired by an Independent Chair newly recruited by the Safeguarding Partners for this role.

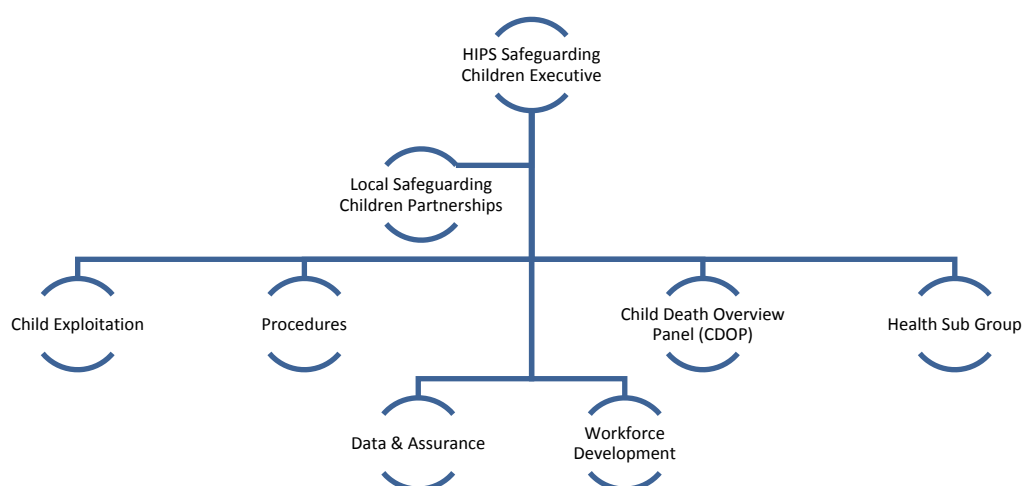
#### 6. **Related groups**

- 6.1. The HIPS Executive will convene four standing subgroups where there is a clear benefit to coordinating specific areas of business across the HIPS area:
- **Health group** – This group will coordinate safeguarding business across the health economy in the four HIPS areas. It will take the lead on the promotion and implementation of any best practice and learning for the health sector. It should be noted that the Isle of Wight will continue to hold its local Health Subgroup across Children and Adults but core members from that group, including the Chair, will attend the HIPS Health Group to ensure alignment and cross-communication of health themes.
  - **Child Exploitation group** – The purpose of this group is to develop a shared understanding of the threat/need in respect of child exploitation, including patterns of activity that may reflect the organised exploitation of children; identify risks requiring strategic intervention and operational issues that can be dealt with more appropriately through the existing local structures; to drive forward the response to child exploitation through a tasking system that maximises the specialist skills and experience of staff across the pan-Hampshire area; to ensure that the vulnerabilities and risks associated with children who go missing are understood and incorporated within a consistent and robust multi-agency response across the pan-Hampshire area.

- **Procedures group** – This group will develop all common multi-agency policies and procedures that inform single agency policy and practice across the HIPS area and lead on the Section 11 self-assessment audit.
- **Child Death Overview Panel** - This Group will perform the functions of the Child Death Overview Panel as outlined in Working Together 2018. It should be noted that this group will report to the HIPS Executive until such time as the Pan Hampshire and Isle of Wight *Sustainability and Transformation Partnership (STP)* is fully established, at which point the governance and reporting functions will transfer to the STP.

6.2. Other workstreams, e.g. Quality Assurance, Workforce Development, and specific areas of business will be undertaken via Task and Finish or project focussed groups. The partners remain committed to undertaking the Section 11 Audit process on a Pan Hampshire and Isle of Wight basis. The arrangements are shown in Figure 1 below:

**Figure 1**



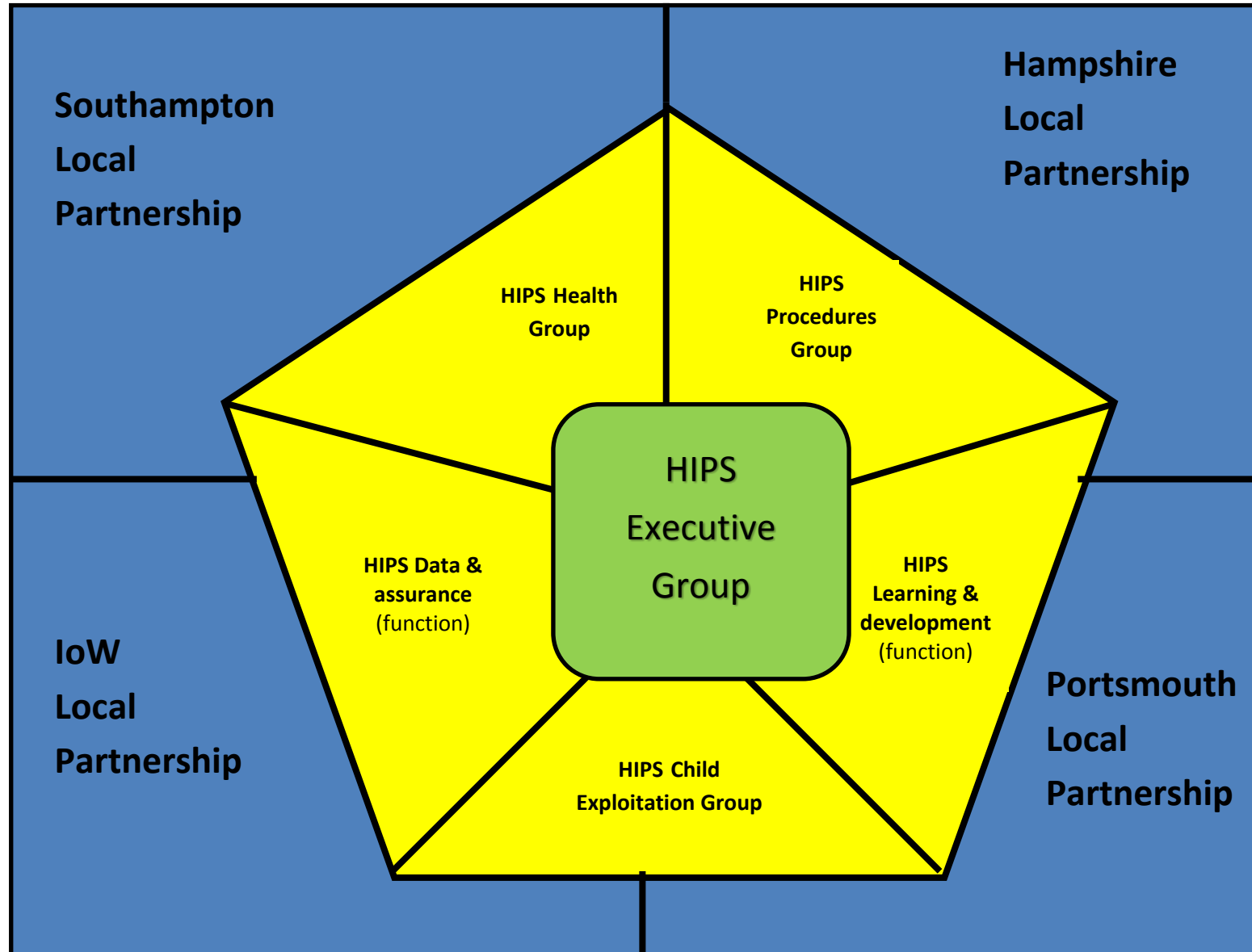
## 7. Case reviews and learning

7.1. Local Partnerships will commission and carry out their own local learning reviews. The learning and good practice arising will feed into both the local partnerships and the HIPS Executive to allow themes to be reviewed across the broad area and inform future initiatives.

## 8. Review

8.1. The implementation and effectiveness of the new arrangements will be reviewed by the Safeguarding Partners in September 2020.

Figure 1. Illustrative proposal of collaborative working arrangements across the Hampshire, Isle of Wight, Portsmouth & Southampton Local Safeguarding Children Partnerships





## Appendix 2 - List of relevant agencies

These are the agencies that are being named as Relevant Agencies under the Portsmouth Safeguarding Children Partnership arrangements and will therefore be expected to contribute to the work of the Partnership.

### Health

NHS England  
South Central Ambulance Service  
Solent NHS Trust  
Portsmouth Hospitals Trust  
Care UK  
Portsmouth Primary Care Alliance (PPCA)  
Craneswater Group Practice  
Derby Road Group Practice  
Drayton Surgery  
East Shore Partnership  
Guildhall Walk Centre  
Hanway Group Practice  
John Pounds Medical Centre  
Kirklands  
Lake Road Surgery  
Lighthouse Group Practice  
North Harbour Medical Group  
Portsdown Group Practice  
Sunnyside Medical Centre  
Trafalgar Medical Group Practice  
University Practice

### Educational Establishments

Mayville High School (and nursery)  
Portsmouth Grammar School  
(senior/junior/nursery)  
Portsmouth High School & nursery  
St Johns College (and nursery)  
ARK Ayrton Primary Academy  
ARK Dickens Primary Academy  
Arundel Court Primary  
Beaconview Primary School  
Bramble Infant School & Nursery  
College Park Infant School  
Copnor Primary School  
Corpus Christi Catholic Primary School  
Cottage Grove Primary School and nursery  
Court Lane Infant School  
Court Lane Junior Academy  
Craneswater Junior School  
Devonshire Infant School  
Fernhurst Junior School  
Flying Bull Primary School and nursery  
Gatcombe Park Primary School  
Highbury Primary School  
Isambard Brunel Junior School  
Langstone Infant School  
Langstone Junior School  
Lyndhurst Junior School

Manor Infant School  
Medina Primary School  
Meon Infant School  
Meon Junior School  
Meredith Infant School  
Milton Park School  
Moorings Way Infant School  
Newbridge Junior School  
Northern Parade Infant School  
Penhale Infant School  
Portsdown Primary School and nursery  
Solent Infant School  
Solent Junior School  
Southsea Infant School  
St George's Beneficial CofE Primary School  
and Nursery  
St John's Cathedral Catholic Primary School  
and nursery  
St Jude's CE Primary School  
St Paul's Catholic Primary School and nursery  
St Swithun's Catholic Primary School  
Stamshaw Infant School  
Stamshaw Junior School  
Victory Primary School  
Westover Primary School  
Wimborne Infant School  
Wimborne Junior School  
Madani Academy  
Harbour School - All sites  
Admiral Lord Nelson School  
Charter Academy  
King Richard School  
Mayfield School  
Miltoncross Academy  
Priory School  
Springfield School  
St Edmunds RC School  
The Portsmouth Academy  
Trafalgar School  
UTC Portsmouth  
Cliffdale Primary Academy  
Mary Rose School  
Redwood Park School  
Willows Centre for Children  
Highbury College  
Portsmouth College  
Military Preparation College

### Early Years Settings

YMCA - Portsea Nursery and Whale Island  
Nursery

Abacus Pre-school  
All Aboard Pre-School Ltd.  
Alphabet Corner Nursery - (linked to Little Alphabets)  
Apple Tree Day Nursery  
Ark Alpha Nursery  
Baffins Nature Nursery  
Binsteed Childcare Services (Little Bumbles)  
Brunel-Meredith Pre-school (Portchester Road)  
Bunny Warren (Wrap-around)  
Busy Bees @ Portsmouth Compass Road  
Canoe Lake Nursery  
Carousel Nursery  
Castle Pre-school  
Drayton Daisy Chain Pre-school  
Dysart Nursery  
Farlington Day Nursery  
First Steps at ROKO  
Fledglings Pre-School  
Get Set Go Nursery  
Goldsmith Day Nursery  
Good Manors Day Nursery  
Highbury College Bumblebees and Honeypot  
Highbury Primary Nursery & Daycare  
Izzies Day Nursery  
Jack & Jill Pre-school  
Jumping Jacks Pre-School  
Langstone Community Nursery  
Leapfrog Nursery School (Merlin Centre)  
Leapfrog Nursery School No 10 and No 13  
Little Admirals Pre-School  
Little Bears Forest Pre-School  
Little Bounders Pre-school  
Little Learners Day Care Ltd at Park Lodge  
Little Paws Nursery  
Little People Day Nursery  
Little Spinnakers  
Little Stars Pre-school  
Little Sunbeams Pre School  
Little Whale Nursery (YMCA)  
Manor Infant School Nursery  
Milton Park Pre-School  
Monkey Puzzle South (Little Minds Big Dreams Ltd)  
Mulberry Court Pre-School  
Naval Under Fives - Peacock/Pipit/Puffin  
Noah's Ark  
Parade Community Pre-school  
Pebbles PreSchool (PreSchool Learning Alliance)  
Port Solent Day Nursery  
Portsdown Primary School & Children's Centre  
Portsmouth High School Nursery  
Puddleduck Nursery  
Rainbow Corner Nursery School  
Roberts Day Nursery (NNI)

Rose Lodge Nursery School (South Parade)  
Springwood Pre-school - Copnor and Paulsgrove  
St Johns College Nursery  
St Jude's Church Nursery  
St Nicholas Pre School  
St Paul's Nursery  
Stepping Stones Nursery School  
Storytime Nursery School  
Stubbington Lodge-Good Manors  
Swishers flc (Wrap)  
Teddy Bears Nursery School  
The Brambles Nursery School and Children's Centre  
The Corner Pre-School  
The Elizabeth Foundation (Wrap-around)  
The Haven  
Tiddleywinks Pre-School  
Top Tots Day Nursery (and Mountbatten)  
Tops Day Nursery - Lakeside  
Tops Day Nursery - QA  
Turtles Day Nursery  
Twinkle Cottage day nursery  
Twinkle Star day nursery  
University Of Portsmouth Nursery  
Westover Pre-School  
Wind in the Willows

#### **Other**

Royal Naval, Royal Marine Welfare  
UK Border Force  
National Probation Service  
Hampshire and Isle of Wight Community Rehabilitation Company  
All Faith Groups  
Society of St James  
YMCA Fairthorne - Daycamps and after school clubs

#### **Voluntary and Community Sector**

Portsmouth Children's and Young People's Alliance  
Active Communities Network  
Barnardo's  
Connors Toy Library  
EBP South  
EC Roberts Centre  
Home-Start Portsmouth  
Learning Links  
Motiv8 South Ltd  
PARCS  
Pompey in The Community (PITC)  
Portsmouth Autism Support Network  
Relasing Potential  
Relate  
The Bivol Trust  
All Saints

### **Appendix 3 - Agencies and Organisations Attending the PCSP Board**

The PCSP Board is an inclusive arrangement with membership made up of the three Statutory Safeguarding Partners and a representative set of colleagues from key relevant agencies.

Membership of the Board includes:

- The Independent Chair (scrutineer)
- The Safeguarding Children Partnership Manager
- The Safeguarding Children Partnership Co-ordinator
- Portsmouth City Council
- Hampshire Constabulary
- Portsmouth CCG
- South Central Ambulance Service Representative
- Solent NHS Trust Representative
- Portsmouth Hospital Trust Representative
- Portsmouth Voluntary Sector Alliance Representative
- NHS England Representative
- 2 x Headteacher Representative
- Post-16 Education Representative
- Royal Naval, Royal Marine Welfare Representative
- National Probation Service Representative
- Hampshire & IoW Community Rehabilitation Company Representative
- Representatives from Inter-Faith Forum

## **Appendix 4 - Agencies and Organisations with a duty under Section 11 of the Children Act 2004**

Section 11 of the Children Act 2004 places a duty on key individuals and bodies, including partners, to ensure that their functions are discharged to safeguard and promote the welfare of children. The application of this duty will vary according to the nature of each agency and its functions. Chief Executive and senior managers in all organisations will take the necessary steps to ensure that their responsibilities under [S11 Children Act 2004](#) and section 175 and 157 of the [Education Act 2002](#) are carried out. This duty applies to:

- Local authorities and district councils that provide children's and other types of services, including children's and adult social care services, public health, housing, sport, culture and leisure services, licensing authorities and youth services;
- NHS organisations and agencies and the independent sector, including NHS England and clinical commissioning groups, NHS Trusts, NHS Foundation Trusts and General Practitioners;
- The police, including police and crime commissioners and the chief officer of each police force in England and the Mayor's Office for Policing and Crime in London;
- The British Transport Police;
- The National Probation Service and Community Rehabilitation Companies[35];
- Governors/Directors of Prisons and Young Offender Institutions (YOIs);
- Directors of Secure Training Centres (STCs);
- Principals of Secure Colleges;
- Youth Offending Teams/Services (YOTs).

## **Appendix 5 - PSCP Board Members Role Description**

Portsmouth Safeguarding Children Partnership Board is made up of both the three statutory safeguarding partners and some of the key relevant agencies working with children and families in the city.

PSCB Board members have a key role in overseeing the effectiveness of safeguarding children arrangements - supported by an independent Chair who acts as an additional 'scrutineer' to our local arrangements.

All Board members have a key set of responsibilities which include:

1. To attend the Board regularly and contribute to discussion and decision-making
2. To represent their agency or sector
3. To feed back key decisions to their agency or sector
4. To provide restorative challenge and support to each other in the interests of keeping children safe from harm
5. To be open to learning, ensuring that children's interests - rather than organisational limitations - inform how learning is received and acted upon
6. To unblock barriers to the full participation of relevant agencies in the work of the PSCP
7. Contribute where possible to the PSCP training pool as a multi-agency resource

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# Equality Impact Assessment

Preliminary assessment form 2018

[www.portsmouthccg.nhs.uk](http://www.portsmouthccg.nhs.uk)

[www.portsmouth.gov.uk](http://www.portsmouth.gov.uk)

The preliminary impact assessment is a quick and easy screening process. It should:

- identify those policies, projects, services, functions or strategies which require a full EIA by looking at:
  - negative, positive or no impact on any of the equality groups
  - How are going to mitigate or remove any potential negative impacts
  - opportunity to promote equality for the equality groups
  - data / feedback
- prioritise if and when a full EIA should be completed
- justify reasons for why a full EIA is not going to be completed

**Directorate:**

Children's social care

**Service, function:**

Portsmouth Safeguarding Children Partnership

**Title of policy, service, function, project or strategy (new or old) :**

Portsmouth Safeguarding Children Partnership Arrangements

**Type of policy, service, function, project or strategy:**

- ☐ Existing
- ☐ New / proposed
- ☒ Changed

### Q1 - What is the aim of your policy, service, function, project or strategy?

To further strengthen multi-agency safeguarding children strategic partnership arrangements in response to the changes to Working Together 2018

### Q2 - Who is this policy, service, function, project or strategy going to benefit or have a detrimental effect on and how?

The revised arrangements are designed to strengthen the oversight, scrutiny and joint agency working to keep children safe from harm. It will not have any detrimental affects

### Q3 - Thinking about each group below, does, or could the policy, service, function, project or strategy have a negative impact on members of the equality groups below?

| Group                        | Negative                 | Positive / no impact                | Unclear                  |
|------------------------------|--------------------------|-------------------------------------|--------------------------|
| Age                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Disability                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Race                         | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Sex                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Gender reassignment          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Sexual orientation           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Religion or belief           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Pregnancy and maternity      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Marriage & civil partnership | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Other excluded groups        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**Note:**Other excluded groups examples includes,Homeless, rough sleeper and unpaid carers. Many forms of exclusion are linked to financial disadvantage. How will this change affect people on low incomes, in financial crisis or living in areas of greater deprivation?

If the answer is "negative" or "unclear" consider doing a full EIA

If there are any potential negative impacts on any of the protected characteristics, What have you put in place to mitigate or remove the negative impacts/barriers?



**Q4 - Does, or could the policy, service, function, project or strategy help to promote equality for members of the equality groups?** e.g. A new service has been created for people with a disability to help them gain employment this would mean that this helps promote equality for the protected characteristic of disability only.

| Group                        | Yes                                 | No                       | Unclear                  |
|------------------------------|-------------------------------------|--------------------------|--------------------------|
| Age                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| Disability                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Race                         | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| Sex                          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| Gender reassignment          | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| Sexual orientation           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Religion or belief           | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| Pregnancy or maternity       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Marriage & civil partnership | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| Other excluded groups        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer is "no" or "unclear" consider doing a full EIA

**Q5 - Do you have any feedback data from the equality groups that influences, affects or shapes this policy, service, function, project or strategy?**

Please add in the text boxes below what feedback / meetings you have attended for each specific protected characteristic

| Group      | Positive or negative feedback  |
|------------|--|
| Age        |  |
| Disability | The new arrangements have been developed with a refreshed understanding of the learning of the impact of safeguarding arrangements on children with disabilities |
| Race       |  |
| Sex        |  |

|                              |  |
|------------------------------|--|
| Gender reassignment          |  |
| Sexual orientation           |  |
| Religion or belief           |  |
| Pregnancy and maternity      |  |
| Marriage & civil partnership |  |
| Other excluded groups        |  |

**Q6 - Using the assessments in questions 3, 4 and 5 should a full assessment be carried out on this policy, service, function or strategy?**

☐ yes ☒ No

**PCC staff**-If you have to complete a full EIA please contact the Equalities and diversity team if you require help Tel: 023 9283 4789 or email: [equalities@portsmouthcc.gov.uk](mailto:equalities@portsmouthcc.gov.uk)

**CCG staff**-If you have to complete a full EIA please email: [sehccg.equalityanddiveristy@nhs.net](mailto:sehccg.equalityanddiveristy@nhs.net) if you require help

**Q7 - How have you come to this decision? Summarise your findings and conclusion below**

The revised arrangements only service to further strengthen existing arrangements that have been in place for over a decade. There is no evidence that current arrangements have been detrimental to any potentially excluded or vulnerable groups.

**Q8 - Who was involved in the EIA?**

Alison Jeffery, Director of Children's Services. Hayden Ginns, Children's Transformation Manager

**This EIA has been approved by:**

**Contact number:**

**Date:**

**PCC staff**-Please email a copy of your completed EIA to the Equality and diversity team. We will contact you with any comments or queries about your preliminary EIA.

Telephone: 023 9283 4789, Email: [equalities@portsmouthcc.gov.uk](mailto:equalities@portsmouthcc.gov.uk)

**CCG staff**-Please email a copy of your completed EIA to the Equality lead who will contact you with any comments or queries about your preliminary . Email: [sehccg.equalityanddiversity@nhs.net](mailto:sehccg.equalityanddiversity@nhs.net)

**Title of meeting:** Children and Families Cabinet

**Date of meeting:** 21<sup>st</sup> June 2019

**Subject:** Creation of a new Foster Carer Adaptions Policy

**Report by:** Alison Cloutman, Business Partner to Children and Families Services

**Wards affected:** All

**Key decision:** Yes/No

**Full Council decision:** Yes/No

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## **1. Purpose of report**

1.1 To seek approval from the Cabinet member for Children and Families for the creation of a policy at appendix A to provide financial support to foster carers generating increase in foster carer placements.

1.2 To seek approval of the financial appraisal, appendix B supporting the policy.

## **2. Recommendations**

2.1 That the Cabinet Member for Children and Families approves the policy to provide financial support to foster carers who meet the requirements as laid out in the policy at appendix A.

2.2 That the Cabinet Member for Children and Families gives delegated authority to the Director of Children, Families and Education to approve individual business cases, the S151 Officer has already detailed delegated authority to Finance Managers to approve capital spend up to a maximum of £50,000.

2.3 That the Cabinet Member for Children and Families Services approves the Financial Assistance Agreement at appendix B.

## **3. Background**

3.1 In April 2015, Children and Families Services received a capital bid for £200,000 towards financial support for adaptions to foster carer properties. The aim as described then in the capital bid continues to this day, to provide adaptions to foster carer homes to secure long term placements for children and/or to increase the number of foster placements with existing carers.

3.2 There is currently £86,733 remaining in this capital line.

3.3 With the introduction of the business partner role to Children, Families and Education Services, giving housing advice to the service, the requirement for a formal policy became more apparent to meet the adaptations required to enable long term placements and increased placements with good carers.

#### **4. Reasons for recommendations**

4.1 Currently spend has been adhoc from this budget line, with each proposal being separately approved by the cabinet member, and a policy is required to provide regulation and financial certainty for repayment if necessary.

4.2 The policy will detail the process to follow for social workers, enabling a better understanding as to whether Portsmouth City Council is able to support families.

4.3 The mental, emotional and physical wellbeing of the city's looked after children is paramount and by enabling them to stay together with siblings or to remain with a family in the long term, we will continue to support the wellbeing of the child.

4.4 Children, Families and Education Directorate will commission Housing, Neighbourhood and Buildings Services to deliver the work; this is seen, both, as giving value for money and guaranteeing that the work will be delivered to a high quality, on time and to budget. It will also remove the need for 3 quotes for the work.

4.5 The policy and Financial Assistance Agreement both detail the circumstances and repayment due to Portsmouth City Council should the carers default and the loan become repayable.

#### **5. Equality impact assessment**

5.1 A Preliminary Equality Impact Assessment has been completed, a copy of which is attached as Appendix C; no adverse equality implications were identified

#### **6. Legal implications**

6.1 The Children Act 1889 would allow the Local Authority to advance payments with regard the promotion of the welfare of a child ( sec17, sec 20 and by reason of a applicable powers with respect to say a Care Order or a Special Guardianship Order). These statutory powers are additional to any power under the Localism Act 2011 with respect to a general power of competence to do as proposed within the report. The policy and report gives adequate protection for advanced payments for recoupment within an initial 5 year period based upon agreement default being the trigger, advance would be subject to loan to value enabling the PCC advance to be secured if necessary by way of legal charge upon the recipients' home.

**7. Director of Finance's comments**

- 7.1 The Adaptation of Homes Policy for foster families will provide a fair and consistent framework for allocating capital funding from within the approved capital programme to foster carers.
- 7.2 Each request will be subject to a financial appraisal and will only progress if the capital cost can be offset by equivalent revenue savings or costs avoided over the following three years.
- 7.3. The Section 151 Officer, or his representative, in consultation with the Director of Children's Services, will have delegated authority to approve schemes up to a value of £50,000. Schemes above that value will require consultation with and the approval of the Cabinet Member with responsibility for the Children's Services Portfolio.
- 7.4 Schemes can only be approved if sufficient funding is available within the approved capital programme.

.....  
Signed by:

**Appendices: A - Adaptation of Homes Policy for foster Families Policy**  
**B - Financial Assistance Agreement**  
**C - EIA**

**Background list of documents: Section 100D of the Local Government Act 1972**

The following documents disclose facts or matters, which have been relied upon to a material extent by the author in preparing this report:

| <b>Title of document</b> | <b>Location</b> |
|--------------------------|-----------------|
|                          |                 |
|                          |                 |

The recommendation(s) set out above were approved/ approved as amended/ deferred/  
rejected by ..... on .....

.....  
Signed by:

## **PORTSMOUTH CITY COUNCIL - CHILDREN & FAMILIES SERVICES**

|                             |  |
|-----------------------------|--|
| <b>Document title</b>       | <b>Portsmouth City Council Adaptation of Homes Policy for foster Families and Special guardianship (assessed by PCC)</b>   |
| <b>Document description</b> | <b>This policy sets out the criteria for the provision for funding for Local Authority foster carers and special guardianship(as assessed by PCC) to extend or convert their homes in order to offer a wider range or number of placements to Portsmouth children in care or a permanent placement for a specific child.</b> |
| <b>Document date</b>        | <b>June 2019</b>   |

### **Principles**

- Wherever possible children should be able to live in a stable family-based setting for the duration of their childhood with any siblings, and placement moves should be minimal.
- To be equitable regardless of placement type,
- To use public funds responsibly and fairly.
- To be fair and transparent.

### **Framework of the policy**

To provide financial support towards property enhancements that facilitates the continual or new placement of PCC children in suitable foster care.

To provide extra capacity for existing PCC carers that may avoid what would otherwise be a more expensive alternative placement.

The expansion of accommodation in homes of qualifying foster households. (Including increasing the number of placements offered by any one household)

To retain an existing placement where the property is deemed unfit or unsuitable for long-term provision.

To secure long term/permanent placements for specific children.

To secure permanence for sibling groups.

To meet the needs of children with disabilities.

To meet health and safety requirements, which otherwise might result in a child/children being moved.

Subject to finance availability.

All work will be commissioned and contract managed by Housing, Neighbourhood and Buildings Services on behalf of Children, Families and Education Directorate.

### **Scope of the policy**

The policy covers all requests for home extensions and adaptations for Portsmouth City Council foster carers/special guardianship who own their own home (via a mortgage or outright ownership).

This policy does not cover families who rent their property.

This policy sits alongside the existing process for specific adaptations for disabled children via Private Sector Housing, Disabled Facilities Grant (DFG) process.

Payments made by the council are discretionary and not an entitlement. The decision of the Council is final and there is no process for appeal.

Financial contributions for extensions/adaptations may result in the council placing a legal mortgage on the carer's property. Carers must be made aware of this at the outset of any discussions, as their current lender may not consent to a second mortgage being secured on the property.

Should the loan be greater than £20,000 as part of the approval process the council will assess whether there is sufficient equity in the property (taking account of any existing mortgage) to cover the cost of the loan.



## **Criteria**

- Carers must be approved by Portsmouth City Council's Fostering Panel for the current or proposed placement(s).
- Carers must have at least 1 year post approval experience with no safeguarding or standard of care issues.
- Exceptions relating to Special Guardianship placements will be considered on a case-by-case basis.
- Carers must have the skill set and capacity to care for a specific child(ren).
- Carers must be homeowners.
- This meets requirements of the child's care plan.
- This would provide a long term/permanent placement not otherwise possible.
- To support building adaptations for extra living space, bedroom, and/or specialist furniture/equipment to be used.

## **Conditions**

Should, for any reason, this placement availability be withdrawn by the carer within a period of 5 years following the provision of funds the foster carer will be liable to repay a proportion of the grant received to the Council as follows :

- 1<sup>st</sup> years 100% repayable
- 2<sup>nd</sup> year 80% repayable
- 3<sup>rd</sup> year 60% repayable
- 4<sup>th</sup> year 40% repayable
- 5<sup>th</sup> year 20% repayable.

A business case will accompany each request for funding, delegation is given to the Finance Manager Children and Families Services to approve, authorisation will also be required from the Director of Children, Families and Education.

The business case must demonstrate that all other funding sources have been explored.

The accompanying financial appraisal should demonstrate payback/equivalent savings of the sum invested within 3 years.

### **Process**

- Supervising social worker has the initial discussion with carers, detailing what relevant information may be required and completes an expression of interest form. (EOI)
- Decision of request meets the eligibility criteria. (to be agreed by Team Leader)
- Service Leader approval to agree progression to formal application (this does not guarantee final approval).
- Application form is completed by the supervising social worker with input from the child(rens) social worker.
- Supervising social workers shall not make any commitment to foster carers that funding will be approved and should advise foster carer to consider all other viable options.
- Completed application and all accompanying documentation should be passed to Head of Looked after Children for signed endorsement.
- Once signed, the application is passed to the Business Partner for Children & Families Services, Housing, Neighbourhood & Building Directorate.
- On receipt of a completed application the Business Partner within Housing, Neighbourhood & Building Directorate.

will complete the following;

- Housing, Neighbourhood & Building Directorate to quote for work
- Housing, Neighbourhood & Building Directorate Surveyor to contact the family via the Social Worker for any visit
- Once the cost of the work is established the family must confirm they wish to proceed, if the work is in excess of £20,000 the family must provide a letter from their mortgage company if applicable detailing the current outstanding mortgage, approval for the works

to be undertaken and confirmation of a second mortgage on the property.

- On receipt of the above, Housing, Neighbourhood and Buildings Directorate will undertake a valuation of the property taking into account the intended works.
- On receipt of the above confirmation the Business partner will to build business case for approval. This will include costs, management fee and time scale.
- On completion business partner will present the case to the Director and Finance Manager of Children, Families and Education Service.
- The outcome is to be detailed to the carer in writing by the Service Lead.
- If the loan is over £20,000 the family are to instruct their own solicitor at their cost to advise on the form of mortgage, the financial agreement contract and the building contract provided by Portsmouth City Council Legal Services.
- Once these documents are signed, dated and received by Legal Services the works can commence.

### **Decision making**

There is some expectation that carers make a contribution to the cost of the adaptation, where possible,

Examples of this - Monetary contribution

Paying for carpets or decoration by a 3<sup>rd</sup> party

Completion the internal decorations by carer family

### **Amounts up to £20,000 - If Yes**

- Financial assistance agreement and building agreement sent to carers
- Once signed work can proceed
- Finance informed.

### **If No**

- Letter to carers with reason why
- Decision logged on client record system

### **Amounts over £20,000 and below £50,000-**

### **If Yes**

- A legal mortgage will be registered against the property.
- Financial assistance agreement, building agreement and mortgage sent to family
- Family to instruct solicitor
- Once signed, work can proceed
- Finance informed.

### **Approval**

All applications for funding will require approval by the Director of Children, Families and Education and the Section 151 Officer (or his delegated representative (as per the Financial Rules part 1 - 4))

- The works will then be carried out by contractors reporting to and monitored by Housing, Neighbourhood & Building Directorate, unless it is agreed separately that the carer will engage their own developer.

Carers sign up to legally binding agreement.

Legal charge on property for 5 years.

### **If No**

- Letter to carers with reason why
- Decision logged on client record system

### **Amounts over £50,000**

In addition to the requirements set out above, amounts over £50,000 will require the signed approval of the Cabinet Member for Children and Families.

### **Payments**

As Housing, Neighbourhood and Buildings Services are carrying out the work, the charge will be via an internal transfer between Children, Families and Education and Housing Neighbourhood and Buildings Services. This includes a 15% management fee to complete the work and all associated fees.

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**DATED**

-----

**FINANCIAL ASSISTANCE AGREEMENT**

between

**PORTSMOUTH CITY COUNCIL**

and

**[NAME OF RECIPIENTS]**

**RELATING TO**

**[PROPERTY ADDRESS WITH POSTCODE]**

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### SCHEDULE

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THIS DEED is dated

2019

## **PARTIES**

- (1) **PORTSMOUTH CITY COUNCIL** of Civic Offices Guildhall Square Portsmouth PO1 2AL (“the **Council**”).
- (2) [NAME OF RECIPIENTs], of [ ADDRESS ] (“the **Recipient**”).

## **BACKGROUND**

- (A) The Recipient has asked the Council to carry out the Works to the Property in consideration of the Principal Sum.
- (B) The carrying out of the Works to the Recipients' home will improve the provision of foster care by the Recipient.
- (C) The Council will only seek to recover the cost of the Works from the Recipient in certain circumstances.
- (D) This Agreement sets out the terms and conditions on which the Principal Sum may become repayable by the Recipient to the Council.

## **AGREED TERMS**

### **1 DEFINITIONS**

In this Agreement the following terms shall have the following meanings:

**Commencement Date:** the date of this Agreement.

**Costs Incurred To Date:** costs incurred in connection with the Works (to include without prejudice to the generality of the foregoing costs incurred by the Council in connection with the preparation of plans, obtaining consents for the Works and carrying out any part of the Works and any other costs incurred by the Council in connection with the Works and / or Loan) and any funds that have been committed to the Works that the Council is obliged to pay.

**Default Interest Rate:** means five per cent (5%) per annum above the base rate for the time being of Barclays Bank plc or (if not available) such comparable rate of interest as the Council (acting reasonably) shall from time to time determine.

**End Date:** the fifth anniversary of this Agreement or if earlier the date on which this Agreement is terminated pursuant to clause 4.1 or 4.2.

**Expiry Date:** [date 5 years from the date of this agreement].

**Loan:** the amount to be repaid by the Recipient if a Repayment Event occurs or this Agreement is terminated by the Council such amount being as determined by clause 5.

**Interest Rate:** means 2% per annum.

**Legal Mortgage:** means the legal mortgage dated 2019 between the Council (1) and [ ] (2) securing the Loan.

**Owner's Interest:** means the whole of the freehold interest in the Property registered at Land Registry with freehold title absolute under title number [ ] in respect of which the Recipient is the sole registered proprietor.

**Principal Sum:** £[ ] being the total cost of the Works [inclusive of VAT].

**Security Interest:** means any charge, pledge, mortgage, lien or other security interest securing any obligations of any person or any other arrangement of any type whatsoever having the effect of conferring security or a similar effect.

**Works:** the works to the Property described in Schedule 1.

**Property:** [ address ] [being all that [freehold] land registered at Land Registry under title number [ ]].

**Repayment Date:** the earlier of:

- (a) the date on which this Agreement terminates in accordance with clause 4.1 or 4.2; and
- (b) the date on which a Repayment Event occurs.

**Repayment Event:** shall have the meaning given in clause 3.2.

## **2. PAYMENT AND REPAYMENT OF LOAN**

- 2.1 The Council is carrying out the Works at the request of the Recipient in consideration of the Principal Sum.
- 2.2 The Principal Sum shall become due to the Council on the Commencement Date and be payable by the Recipient in accordance with this Agreement.

- 2.3 Notwithstanding clause 2.2, the Council shall not require payment of the Principal Sum unless and until a Repayment Date occurs before midnight on the Expiry Date.

### **3. REPAYMENT OF LOAN**

- 3.1 A Repayment Event shall be the occurrence of any of the following prior to midnight on the Expiry Date:
- (a) the Recipient fails to perform promptly or comply with any of its obligations under this Agreement;
  - (b) the Recipient ceases to have an Owner's Interest;
  - (c) the Property is no longer occupied as the main or sole residence by the Recipient or any foster child/young adult approved by the council and the Council shall have sole and absolute discretion in assessing whether or not this is the case; and shall have discretion to wave this requirement for any period it sees fit.
  - (d) the Recipient obtains duplicate funding from a third party for the Works.
  - (e) the Recipient provides the Council with any materially misleading or inaccurate information or the warranties given in clause 9 are no longer correct or misleading when made or deemed to be made ;
  - (f) the Recipient has acted dishonestly or negligently at any time in connection with the matters contained in this Agreement or has acted in a manner that is to the detriment of the Works;
  - (g) the Recipient has failed to obtain the consent (if required) of any mortgagee of the Property or having been obtained, that consent it is withdrawn.
- 3.2 On a Repayment Event the amount of the Loan that is repayable shall be the amount determined in accordance with clause [5].
- 3.3 If a Repayment Date occurs the Council shall serve notice upon the Recipient stating the amount of the Loan that has become repayable and such repayment shall be made to such bank account and by such method as the Council shall direct in writing within 10 days of the Council's notice.
- 3.4 The Recipient shall, immediately upon becoming aware of the same, give the Council written notice of the occurrence of a Repayment Event.

- 3.5 Any payments due by the Recipient to the Council pursuant to this Agreement shall be made by electronic transfer to such account and by such method as the Council may direct.

#### **4. TERMINATION**

- 4.1 If a Repayment Event occurs the Council may by notice to the Recipient terminate this Agreement with immediate effect and require the Recipient to repay the Loan.
- 4.2 Should the Recipient decide not to proceed or continue with the Works and no longer desires the Loan and notifies the Council of this in writing then the Council shall within [ ] days notify the Recipient of the Costs Incurred to Date. If the Recipient upon notification of such Costs Incurred to Date still wishes to terminate this deed it may do so by serving a second notice on the Council. This deed shall terminate 10 working days after the later of receipt by the Council of that second written notice together with payment of the Costs Incurred to Date.
- 4.3 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled

#### **5. AMOUNT REPAYABLE**

- 5.1 For the avoidance of doubt if this Agreement does not terminate pursuant to clause 4.1[default] or 4.2 or if no Repayment Event has occurred prior to midnight on the Expiry Date then no part of the Loan nor Interest shall be repayable.
- 5.2 If this Agreement terminates pursuant to clause 4.2 the amount of the Loan that shall be due shall be the Costs Incurred to Date.
- 5.3 In the event that a Repayment Date occurs prior to the Expiry Date then the amount of the Loan payable by the Recipient to the Council shall be as follows:

Where the Repayment Date occurs:

- (a) in the period from the date of this Agreement to and including the first anniversary of this Agreement: the Principal Sum.

- (b) in the period from and including the first anniversary of this Agreement to and including the day before the second anniversary of this Agreement: 80% of the Principal Sum.
- (c) in the period from and including the second anniversary of this Agreement to and including the day before the third anniversary of this Agreement: 60% of the Principal Sum.
- (d) in the period from and including the third anniversary of this Agreement to and including the day before the fourth anniversary of this Agreement: 40% of the Principal Sum.
- (e) in the period from and including the fourth anniversary of this Agreement to and including the day before the fifth anniversary of this Agreement: 20% of the Principal Sum.

5.4 The Recipient shall repay the amount of the Loan outstanding as calculated in accordance with clause 5.3 by equal monthly payments on the first day of each month within the period from the date the loan becomes repayable to the end date.

## **6. INTEREST**

- 6.1 If any money payable under this Agreement by the Recipient has not been paid by the date it is due, the Recipient shall pay the Council interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

## **7. MORTGAGE AND REGISTRATION OF THIS DEED**

- 7.1 The Recipient shall enter into the Legal Mortgage on the date of this Agreement.
- 7.2 The Recipient hereby consents to the entry of the following restriction in Standard Form L below against the Recipient's title to the Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Portsmouth City Council, Legal Services Department, Civic Offices, Guildhall Square, Portsmouth, PO1 2PX that the provisions of a deed dated [

[ ] 2012 made between Portsmouth City Council (1) and [ ] (2) have been complied with"

- 7.3 Subject to all payments that are due to be paid by the Recipient (if any) having been paid in full, the Council shall apply to the Land Registry or Local Land Charges as the case may be to remove any entry relating to the existence of this agreement against the title to the Property as soon as reasonably practicable after the earlier of the date this Agreement is terminated pursuant to clause 4.1 or 4.2 or the Expiry Date.

## **8. WARRANTIES**

8.1 The Recipient warrants, undertakes and agrees that:

- (a) the Recipient has an Owner's Interest in the Property;
- (b) the Recipient lives in the Property as their only or main residence at the date of this deed;
- (c) no Security Interest subsists over any of its assets save for [details of any mortgage]; and
- (d) the Recipient is not the subject of any actual, pending or threatened material litigation, arbitration or other court arbitral proceedings which, if adversely determined, might affect the Owner's Interest or might adversely affect the Recipient's ability to perform its obligations under this Agreement.
- (e) We confirm that, on today's date:
  - (i) the representations and warranties made in this Agreement are true and correct, and will be true and correct;.
  - (ii) no Repayment Event is continuing or would result from the proposed Loan.

## **9. INSURANCE**

- 9.1 The Recipient shall effect and maintain with a reputable insurance company a buildings insurance policy in the full reinstatement cost of the Property assuming the Works have been completed..
- 9.2 The Recipient shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid upon request.

## **10. DURATION**

- 10.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the End Date.
- 10.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **11. ASSIGNMENT**

- 11.1 The Recipient may not assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, save to the party named in the Form of Authority for Payment, or except with the prior approval of the Council transfer or pay to any other person any part of the Loan.

## **12. WAIVER**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

## **13. MISCELLANEOUS**

- 13.1 All sums payable by the Recipient under this Agreement must be paid in full without any set-off or counterclaim and, save in so far as required by law to the contrary, free and clear of and without any deduction or withholding whatsoever. If the Recipient is at any time required by law to make any deduction or withholding from any payment to the Council, then the Recipient must immediately pay to the Council such additional amounts as will result in the Council receiving the full amount it would have received had no such deduction or withholding in respect of the amount deducted or withheld together with evidence satisfactory to the Council that the amount so deducted or withheld has been paid over to the relevant authorities as and when due.

## **14. NOTICES**

- 14.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the Council marked for Private Sector Housing at Civic Offices Guildhall Square Portsmouth PO1 2PL or to the Recipient at the address of the Property or as otherwise notified in writing.

If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

## **15. DISPUTE RESOLUTION**

- 15.1 In the event of any dispute arising between the Recipient and the third party contractor carrying out the Works the Council will (if requested to do so by the Recipient) assist in mediating between the Recipient and the third party contractor. However, the Recipient acknowledges that the third party contractor has been employed by the Recipient and not the Council and so any disputes or claims should be resolved using the remedies available to the Recipient under the contract between the Recipient and third party contractor.

## **16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 16.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

## **17. COUNCIL AS LOCAL AUTHORITY CLAUSE**

- 17.1 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights power duties and obligations in the exercise of its functions as a Local Authority and the rights powers duties and obligations of the Council under all public and private statutes byelaws orders and regulations may be as fully and effectually exercised in relation to the Property as if it was not the owner of the Property and as if this Agreement had not been executed by it.

## **18. GOVERNING LAW**

- 18.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.



This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

#### **Schedule 1 The Works**

[brief description eg. Extension to kitchen area / loft conversion]

The COMMON SEAL of  
**PORTSMOUTH CITY COUNCIL**  
was hereunto affixed in pursuance of  
a resolution of the Council passed at  
a meeting duly convened and held:

Authorised Signatory

SIGNED as a DEED by [REDACTED]  
in the presence of:

Witness's signature .....

Name .....

Address .....

.....

.....

# Equality Impact Assessment

Preliminary assessment form 2018

[www.portsmouthccg.nhs.uk](http://www.portsmouthccg.nhs.uk)

[www.portsmouth.gov.uk](http://www.portsmouth.gov.uk)

The preliminary impact assessment is a quick and easy screening process. It should:

- identify those policies, projects, services, functions or strategies which require a full EIA by looking at:
  - negative, positive or no impact on any of the equality groups
  - How are going to mitigate or remove any potential negative impacts
  - opportunity to promote equality for the equality groups
  - data / feedback
- prioritise if and when a full EIA should be completed
- justify reasons for why a full EIA is not going to be completed

Directorate:

Children's social care

Service, function:

Title of policy, service, function, project or strategy (new or old) :

New policy for financial support for adaption to foster carer homes.

Type of policy, service, function, project or strategy:

- ☐ Existing
- ☒ New / proposed
- ☐ Changed

### Q1 - What is the aim of your policy, service, function, project or strategy?

This policy sets out the criteria for the provision for funding for Local Authority foster carers to extend or convert their homes in order to offer a wider range or number of placements to Portsmouth children in care or a placement for a specific child.

### Q2 - Who is this policy, service, function, project or strategy going to benefit or have a detrimental effect on and how?

The policy is going to benefit foster carers who are currently looking after a child and who would like to continue to do so in the long term, the policy also supports foster carers wishing to create capacity within their home for more looked after children.

The policy can only be use if the carer is a home owner, those who are renting are not able to apply as the stability of thier home is not the same.

### Q3 - Thinking about each group below, does, or could the policy, service, function, project or strategy have a negative impact on members of the equality groups below?

| Group                        | Negative                 | Positive / no impact                | Unclear                             |
|------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| Age                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Disability                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Race                         | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Sex                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Gender reassignment          | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Sexual orientation           | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Religion or belief           | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Pregnancy and maternity      | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Marriage & civil partnership | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Other excluded groups        | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**Note:**Other excluded groups examples includes,Homeless, rough sleeper and unpaid carers. Many forms of exclusion are linked to financial disadvantage. How will this change affect people on low incomes, in financial crisis or living in areas of greater deprivation?

**If the answer is "negative" or "unclear" consider doing a full EIA**

If there are any potential negative impacts on any of the protected characteristics, What have you put in place to mitigate or remove the negative impacts/barriers?

**Q4 - Does, or could the policy, service, function, project or strategy help to promote equality for members of the equality groups?** e.g. A new service has been created for people with a disability to help them gain employment this would mean that this helps promote equality for the protected characteristic of disability only.

| Group                        | Yes                      | No                       | Unclear                             |
|------------------------------|--------------------------|--------------------------|-------------------------------------|
| Age                          | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Disability                   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Race                         | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Sex                          | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Gender reassignment          | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Sexual orientation           | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Religion or belief           | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Pregnancy or maternity       | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Marriage & civil partnership | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other excluded groups        | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer is "no" or "unclear" consider doing a full EIA

**Q5 - Do you have any feedback data from the equality groups that influences, affects or shapes this policy, service, function, project or strategy?**

Please add in the text boxes below what feedback / meetings you have attended for each specific protected characteristic

| Group | Positive or negative feedback |
|-------|-------------------------------|
| Age   |                               |

|                              |  |
|------------------------------|--|
| Race                         |  |
| Sex                          |  |
| Gender reassignment          |  |
| Sexual orientation           |  |
| Religion or belief           |  |
| Pregnancy and maternity      |  |
| Marriage & civil partnership |  |
| Other excluded groups        |  |

**Q6 - Using the assessments in questions 3, 4 and 5 should a full assessment be carried out on this policy, service, function or strategy?**

☐ yes ☐ No

**PCC staff**-If you have to complete a full EIA please contact the Equalities and diversity team if you require help Tel: 023 9283 4789 or email: [equalities@portsmouthcc.gov.uk](mailto:equalities@portsmouthcc.gov.uk)

**CCG staff**-If you have to complete a full EIA please email: [sehccg.equalityanddiveristy@nhs.net](mailto:sehccg.equalityanddiveristy@nhs.net) if you require help

**Q7 - How have you come to this decision? Summarise your findings and conclusion below**

**Q8 - Who was involved in the EIA?**

Alison Cloutman

**This EIA has been approved by:**

**Contact number:**

**Date:**

**PCC staff**-Please email a copy of your completed EIA to the Equality and diversity team. We will contact you with any comments or queries about your preliminary EIA.

Telephone: 023 9283 4789, Email: [equalities@portsmouthcc.gov.uk](mailto:equalities@portsmouthcc.gov.uk)

**CCG staff**-Please email a copy of your completed EIA to the Equality lead who will contact you with any comments or queries about your preliminary . Email: [sehccg.equalityanddiversity@nhs.net](mailto:sehccg.equalityanddiversity@nhs.net)

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## Fostering Family Grant Expression of Interest form

This form is purely to seek support for progression to formal application

Date:

**Name of Applicant:**

**Address:**

**Postcode:**

**Tel number:**

**If this grant is for a specific child -**

**Name of child:**

**Swift number:**

Why is the grant needed?

- (this section is to be completed by the supporting social worker)

What other options have been considered?

What contribution can the carer make to the proposed project?

## PORTSMOUTH CITY COUNCIL

### Office use only -

Please ensure that you have discussed the following with your client.

- ☐ Policy discussed with carer
- ☐ Approval process
- ☐ Documentation required if approved
- ☐ Carer is home owner
- ☐ Carer understands PCC will carry out the work
- ☐ Carer understands legal charge may be placed on their home (Carer will need to ensure that this is acceptable to any mortgage provider)
- ☐ Carer has at least 1 year post approval experience
- ☐ No safeguarding or standard of care issues have been raised about the carer (in the last 2 years)

### Form completed by - Social Worker

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

### Approval - Team Lead

This request is endorsed for formal application / rejected

Signed \_\_\_\_\_

Date \_\_\_\_\_

Team Lead \_\_\_\_\_

### Approval - Service Lead

This request is endorsed for formal application / rejected

Signed \_\_\_\_\_

Date \_\_\_\_\_

Service Lead \_\_\_\_\_



# Fostering Family Grant Application



Portsmouth  
CITY COUNCIL

Date:

Application No.

**Name of Applicant:**

**Address:**

**Postcode:**

**Tel number:**

**Mobile number:**

**Email:**

**Supporting Social Worker:**

**If this grant is for a specific child -**

**Name of child:**

**Swift number:**

**What is the grant for? - (please describe in detail)**

**Client contribution** (please detail any contribution the client is making in line with the policy)

**Reason why the work is required - (please also detail what would happen should this work not go ahead and what alternative options have been considered and rejected)**

## DECLARATION

I confirm that the information supplied above is correct.

Name .....

Signature of Applicant .....

Date .....

### PLEASE DELETE AS APPROPRIATE

A I confirm that to the best of my knowledge and belief I/we have no links with PCC that may give rise to conflict when this application is determined.

B) If you cannot confirm the above please give details here.

.....

Name ..... Signature .....

Position ..... Organisation .....

Date .....

## DATA PROTECTION STATEMENT

The information supplied on this form will be stored on a database for use **ONLY** by Portsmouth City Council and used for internal and external monitoring purposes.

We must protect the public funds we handle and we may use the information you have provided on the form to prevent and detect fraud. We may also share this information, for the same purposes, with other organisations who allocate public funds.

Any personal details kept here will **ONLY** be used in conjunction with the organisation in a contact capacity and will not be forwarded to any other organisation except as a contact for the said organisation.

I accept the above statement

Name ..... Signature ..... Date .....

## PORTSMOUTH CITY COUNCIL

### Office use only -

Please ensure that the following documents accompany this application form.

- ☐ Approved EOI form
- ☐ Confirmation that the family will task a solicitor to act for them should the cost exceed £20,000

### Approval

This request is approved / rejected

Signed \_\_\_\_\_

Date \_\_\_\_\_

Head of Looked After Children

On approval - forward to - Housing Business Partner  
Housing, Neighbourhood & Building Services

If rejected - return to Service Lead to notify carer