

ITEM NO: B1a APPENDIX 1

LEGAL SERVICES NUMBER: EC09/01/1478

DATED DAY OF 2009
BETWEEN:

(1) SOUTHAMPTON CITY COUNCIL

and

(2) SOUTHAMPTON CITY PRIMARY CARE TRUST

(3) HAMPSHIRE CONSTABULARY

(4) HAMPSHIRE PROBATION SERVICE

(5) CHILDREN AND FAMILY COURT ADVISORY SUPPORT
SERVICE

(6) WESSEX YOUTH OFFENDING TEAM

(7) SOUTHAMPTON UNIVERSITY HOSPITAL TRUST

(8) SOUTH CENTRAL STRATEGIC HEALTH AUTHORITY

(9) HAMPSHIRE PARTNERSHIP TRUST

**AGREEMENT TO
ESTABLISH A LOCAL SAFEGUARDING CHILDREN BOARD
AND A POOLED FUND**

Southampton City Council
Civic Centre
Civic Centre Road
Southampton SO14 7LY

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**SOUTHAMPTON LOCAL SAFEGUARDING CHILDREN'S BOARD
CONSTITUTION**

DATE OF THIS AGREEMENT

2009

BETWEEN:

PARTIES

- (1) **SOUTHAMPTON CITY COUNCIL** of Civic Centre, Southampton, SO14 7LY (“**the Council**”); and
- (2) **THE AUTHORITIES** listed in Schedule 1 of the Agreement (to be collectively known as the “**Board Partners**”).

BACKGROUND

- (A) The Council is defined as the children services authority under Section 65 of the Children Act 2004 and as a local authority under the Local Government Act 1972.
- (B) The Council has a duty under section 13 of the Children Act 2004, as the children’s services authority in England to establish a Local Safeguarding Children Board for its area of responsibility.
- (C) A Board established under section 13 of the Children Act 2004 shall include such representative or representatives of the authority by which it is established and each Board Partner of that authority.
- (D) The Board Partners and the Council have agreed to enter into a partnership arrangement to make available staff, accommodation, goods and establish and maintain a pooled fund which is made up of contributions from the Board Partners and the Council in the percentages described in Schedule 2 of this Agreement. The Council will act as the lead partner and shall be responsible for the management of the pooled fund and the partnership arrangements on behalf of the Board Partners.

(E) The aims and objectives of the Partners when establishing a Local Safeguarding Children's Board are to:

- co-ordinate what is done by each person or body represented on the Board for the purposes of safeguarding and promoting the welfare of children in the area of the authority by which it is established in accordance with the Children Act 2004 and Regulations made there under; and
- ensure the effectiveness of what is done by each such person or body for those purposes.

1 INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:

“Agreement” means this agreement together the schedules and appendices mentioned therein;

“Board Partners” means the public organisations listed in Schedule 1 attached to this Agreement;

“Board Partners’ Financial Contribution” means the Board Partners’ financial contribution set out in Schedule 2 and as determined in accordance with Clause 8 for subsequent financial years;

“Chair”	means the person appointed by the Council to chair the LSCB meetings;
“Commencement Date”	means 1 St April 2009;
“Council”	means Southampton City Council and any statutory successor to its functions in relation to the matters contained in this Agreement;
“Council’s Financial Contribution”	means the Council’s financial contribution to the Arrangements as set out in Schedule 2 and Clause 8;
“Council’s Representative”	means the person who is nominated by the Council as a representative under Clause 4 to act in the name of the Council for the purposes of this Agreement;
“Financial Arrangements”	means the financial arrangements under this Agreement as set out in Clause 8;
“Financial Contributions”	means the Council’s Financial Contribution and the Board Partners’ Financial Contribution;

“Financial Year”	means the financial year running from 1 st April of one year to 31 st March in the next year;
“First Financial Year”	means the period running from 1 st April 2009 to 31 st March 2010;
“Functions”	means the Functions of the Local Safeguarding Children’s Board as set out in the Local Safeguarding Children Board Regulations 2006 No 90;
“Partner”	means each of the Council and the Board Partners and “Partners” shall be construed accordingly;
“LSCB”	means the Local Safeguarding Children Board;
“Pooled Fund Manager”	means the officer described in Schedule 6 who is appointed by the Partners to manage the Pooled Fund and the Arrangements. The Pooled Fund Manager shall also act as the manager of the LSCB and shall be responsible for it’s administration;
“Pooled Fund”	means a fund as described in Section 15 of the Children Act 2004 established between the Partners pursuant to this Agreement:

- (a) which is made up of contributions by the Council and the Board Partners; and
- (b) out of which the Council and the Board Partners may make payments towards expenditure incurred by, or for purposes connected with, the Local Safeguarding Children Board established under section 13 of the Children Act 2004;

“Professional Advisor”

means a professional person appointed by the LSCB to assist and advise the Board, where necessary when carrying out it's duties;

“Quarter”

means each of the following periods in the Financial Year:

- 1st April to 30th June;
- 1st July to 30th September;
- 1st October to 31st December;
and
- 1st January to 31st March;

and **“Quarterly”** shall be construed accordingly;

“Term”

means a period of three (3) years;

“Working Day” means Monday, Tuesday, Wednesday, Thursday and Friday excluding statutory and public holidays;

“Working Hours” means 8.30am to 5.00pm.

- 1.2 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.
- 1.3 The headings of the clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant clauses to which they relate.
- 1.4 References to Schedules are references to the Schedules to this Agreement and a reference to a paragraph is a reference to the paragraph in the Schedule containing such reference.
- 1.5 Reference to a person or body shall not be restricted to natural persons and shall include a company corporation or organisation and shall include its statutory successors and assignees.
- 1.6 The obligations of a Party to this Agreement are to be performed at that Party’s own cost and expense.
- 1.7 Any decision, act or thing which the Council is required or authorised to take or do under this Agreement may be taken or done by any person authorised, either generally or specifically by the Council, to take that decision, or do that act or thing.

- 1.8 Any decision, act or thing which a Board Partner is required or authorised to take or do under this Agreement may be taken or done by any person authorised, either generally or specifically by that Board Partner , to take that decision, or to do that act or thing.
- 1.9 Any reference in this Agreement to a Party providing its consent or approval shall be deemed to be a reference to prior written consent or approval.
- 1.10 Where any payment would otherwise be due on a day which is not a Working Day, that payment shall be due on the next Working Day.
- 1.11 Words importing one gender only shall include the other genders and words importing the singular number only shall include the plural.

2. DURATION OF THE AGREEMENT

- 2.1 The Agreement and these Arrangements shall come into force on the Commencement Date.
- 2.2 These Arrangements shall continue for the duration of the Term until terminated in accordance with the provisions of this Agreement.
- 2.3 The Term may be extended by the LSCB in consultation with the Council and the Board Partners. The extension shall not exceed the period of the original Term.

3. BRIEF DETAILS OF THE ARRANGEMENTS

- 3.1 The Partners have agreed that with effect from the Commencement Date the Arrangements are to comprise:

- 3.1.1 the establishment of the LSCB by the Council pursuant to Section 13 of the Children Act 2004 and Chapter 3 of the “Working Together to Safeguard Children 2006 Guidance (as may be amended from time to time);
- 3.1.2 the establishment and maintenance of a Pooled Fund pursuant to Section 15 of the Children Act 2004;
- 3.1.3 the provision of staff, goods, accommodation and non-financial contributions by the Partners;
- 3.1.4 the provision of Financial Contributions by the Council and each Board Partner as set out in Schedule 2 of this Agreement out of which the Council and the Board Partners may make payments towards expenditure incurred by, or for purposes connected with, the Local Safeguarding Children Board established under section 13 of the Children Act 2004;
- 3.1.5 the appointment by the Partners of a Pooled Fund Manager to manage the Arrangements, the Pooled Fund and act as the manager for the LSCB to manage its administration;
- 3.1.6 the appointment by the Council and the Board Partners of Representatives to respectively act on their behalves in respect of their obligations under the Arrangements and to provide all necessary information for the purposes of the Arrangements, as and when requested by the LSCB.
- 3.1.7 the Council acting as the lead authority and hosting the Pooled Fund.

- 3.1.8 the appointment of a person by the Council, after consultation with the Board Partners, to chair the LSCB.

4. THE LSCB

Composition of the LSCB

4.1 For the purposes of Section 13 of the Children Act 2004 each of the following is a Board Partner of a children's services authority in England:-

- (a) Where the authority is a county council for an area for which there is also a district council, the district council;
- (b) The chief officer of police for a police area any part of which falls within the area of the authority;
- (c) A local probation board for an area any part of which falls within the area of the authority;
- (d) A youth offending team for an area any part of which falls within the area of the authority;
- (e) A Strategic Health Authority and a Primary Care Trust for an area any part of which falls within the area of the authority;
- (f) An NHS trust and an NHS foundation trust all or most of whose hospitals, establishments and facilities are situated in the area of the authority;
- (g) A person providing services under section 114 of the Learning and Skills Act 2000 in any part of the area of the authority;

- (h) The Children and Family Court Advisory and Support Service;
 - (i) The governor of any secure training centre in the area of the authority (or, in the case of a contracted out secure training centre, its director);
 - (j) The governor of any prison in the area of the authority which ordinarily detains children (or, in the case of a contracted out prison, its director).
- 4.2 The LSCB must include at least one representative of:-
- (a) the Council; and
 - (b) each Board Partner
- 4.3 Two or more Board Partners may be represented by the same person.
- 4.4 The Council may, after consulting the Board Partners, determine that the LSCB shall include two or more representatives of the Council or of any Board Partner.
- 4.5 Subject to 4.6 each Board Partners shall appoint its own representative or representatives.
- 4.6 The Council may, after consulting persons falling within section 13(2)(g) of the Act (persons providing services under section 114 of the Learning and Skills Act 2000), determine the person or persons who are to be their representatives.

4.7 Appointment of LSCB Chair

4.7.1. The Council shall, after consulting their Board Partners, appoint a person to chair the LSCB.

4.8 Removal of LSCB Chair

4.8.1 The Council shall consult the Board Partners before removing the person presiding as Chair however the Council shall have the deciding vote.

4.9 Involvement of external organisations

4.9.1 The Council shall secure the involvement of other relevant organisations and the NSPCC where a representative is made available, either by inviting them to be representatives of its sub-committees of the LSCB, through invitation for specific issues for discussion of a LSCB meeting or through some other mechanism which shall be discussed and agreed by the LSCB.

5. THE FUNCTIONS OF THE LSCB

5.1 The Functions of the LSCB as set out in set out in Regulations 5 and 6 of the Local Safeguarding Children Boards Regulations 2006 No 90 in relation to its objective (as defined in section 14(1) of the Children Act 2004) are as follows:-

(a) to develop policies and procedures for safeguarding and promoting the welfare of children in the area of the Council, 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 in 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;
- (b) communicating to persons and bodies in the area of the Council 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;
 - (c) monitoring and evaluating the effectiveness of what is done by the Council and its Board Partners individually and collectively to safeguard and promote the welfare of children, and advising them on ways to improve;
 - (d) participating in the planning of services for children in the area of the Council;

- (e) undertaking reviews of serious cases and advising the Council and its Board partners on lessons to be learned.

5.2 For the purposes of Condition 5.1(e) a serious case is one where:-

- (a) abuse or neglect of a child is known or suspected; and

(b) either:-

- (i) the child has died; or

- (ii) the child has been seriously harmed and there is cause for concern as to the way in which the Council, its Board Partners or other relevant persons have worked together to safeguard the child.

5.3 The LSCB may also engage in any other activity that facilitates, or is conducive to, the achievement of its objective.

Further functions relating to child death

5.4 The LSCB shall, in addition to the functions referred to in this Condition 5, have the following functions in relation to the deaths of children normally resident in the area of the Council:-

- (a) collecting and analysing information about each death with a view to identifying:-

- (i) any case giving rise to the need for a review mentioned in Condition 5(1)(e);

- (ii) any matters of concern affecting the safety and welfare of children in the area of the authority;
and
 - (iii) any wider public health or safety concerns arising from a particular death or from a pattern of deaths in that area; and
- (b) putting in place procedures for ensuring that there is a co-ordinated response by the Council, its Board Partners and other relevant persons to an unexpected death.

5.5 A Local Safeguarding Children Board established under section 13 of the Children Act 2004 is to have such functions in relation to its objective as the Secretary of State may by regulations prescribe (which may in particular include functions of review or investigation).

6. MANAGEMENT AND CO-OPERATION

6.1 The Council and each Board Partner shall ensure that insofar as this Agreement is concerned:

6.1.1 shall provide such information, data and assistance to each other as may be reasonably required of them to facilitate the proper management of the LSCB and this Agreement;

6.1.2 shall exercise their rights, duties, obligations and functions arising out of or in relation to this Agreement fairly, in good faith and in a spirit of mutual co-operation with each other.

7. POOLED FUND AND THE POOLED FUND MANAGER

7.1 The Partners acknowledge that they are entering into a pooled fund arrangement pursuant to Section 15 of the Children Act 2004.

7.2 The Pooled Fund shall be established between the Partners pursuant to this Agreement which is made up of contributions by the Council and the Board Partners described in Schedule 2; and out of which the Council and the Board Partners may make payments towards expenditure incurred by, or for purposes connected with, the Local Safeguarding Children Board established under section 13 of the Children Act 2004;

7.3 The Council will act as host of the Pooled Fund and will provide the financial administrative systems for the Pooled Fund. The Council and the Board Partners agree to appoint an employee of a Board Partner to occupy the post of Pooled Fund Manager to manage the Pooled Fund on their behalf. The Pooled Fund Manager shall, pursuant to powers provided under Section 113 Local Government Act 1972, serve as an officer of the Council for the purposes of the performance of the management of the Pooled Fund and other obligations under this Agreement. The Council Representative shall manage the Pooled Fund Manager.

7.4 The Pooled Fund Manager shall also act as the manager of the LSCB to manage the administration of the LSCB and shall be the person notified by the Council to the Board Partners pursuant to Clause 7.6.

7.5 The Pooled Fund Manager will be responsible for:

7.5.1 the management of the Pooled Fund in accordance with the instructions of the LSCB and the terms and conditions of this Agreement;

- 7.5.2 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund and any other monies received into the Pooled Fund;
- 7.5.3 act as liaison officer between the Board Partners' representatives, the Council and the LSCB Board on any matter relating to this Agreement;
- 7.5.4 consulting and meeting with the Board Partners representatives where required;
- 7.5.5 be responsible for collating such information, data and assistance and providing the same to the Council and Board Partners' representatives as required by the terms of this Agreement;
- 7.5.6 be available to be contacted at all times during the Working Hours each Working Day (except where arrangements have been made for an officer to be available in the Pooled Fund Manager's absence);
- 7.5.7 be responsible for the management of the Pooled Fund and arrange for the necessary administrative support to enable payment of invoices and any other approved expenditure;
- 7.5.8 assist in the preparing of the LSCB annual business plan and annual reports, prepare and submit an annual return about the income and expenditure from the Pooled Fund together with any other information as may be reasonably required by the LSCB to monitor the effectiveness of the Pooled Fund and to enable the Council and Board Partners to complete their own financial

accounts and returns;

- 7.5.9 ensure the monies paid into the Pooled Fund are spent in accordance with aims, objectives and Functions of the LSCB and as agreed between the Partners in an efficient, effective and economical way.
- 7.6 The appointment of the Pooled Fund Manager (including any replacement) shall be notified in writing by the Council to the Board Partners within fourteen (14) days of such appointment. The notification shall include the name of the Pooled Fund Manager, length of employment, name of employing Partner and terms of appointment.

8. PARTNERS FINANCIAL CONTRIBUTIONS AND FINANCIAL ARRANGEMENTS

- 8.1 The Financial Arrangements in respect of the Agreement are contained in this Clause 8 and Schedule 2. The provision of Financial Contributions by the Council and each Board Partner are as set out in Schedule 2 of this Agreement and shall be used towards expenditure incurred by, or for purposes connected with, the LSCB. Schedule 2 sets out the Board Partners who will not make a financial contribution towards the expenditure incurred by, or for the connected with the LSCB. They have agreed to make their contributions to the Arrangements and the LSCB by way of services, staff or accommodation.
- 8.2 Subject to the provisions of this Clause 8 the Council and the Board Partners shall pay their Financial Contributions for each Financial Year of the Arrangements as set out in Schedule 2 calculated in accordance with the provisions of Clause 8.3.1 and paid in accordance with Clause 8.12.

8.3 When determining the Partners' Financial Contributions and Arrangements in respect of each of the Financial Years for the duration of the Term ("New Financial Year" as the context requires) subsequent to the First Financial Year, it is the intention of the Partners to apply the following principles:

New Financial Year Calculation

8.3.1 The Partners shall take the Partners' First Financial Year's baseline Financial Contributions and add to that:

8.3.1.1 an inflationary uplift which shall be calculated using a mechanism agreed between the Partners at the commencement of the Agreement and as set out in Schedule 3;

8.3.1.2 any additional funding required to meet the Secretary of State's new guidelines and regulations on the Functions, aims and objectives (including any new Functions, aims and objectives) of the LSCB;

8.3.1.3 any agreed cost pressure proposed by the LSCB and agreed by the Partners;

8.3.1.4 any non-recurring items which the Partners have agreed to contribute to the Arrangements for the next Financial Year.

Inflationary Uplift payment in respect of the Pooled Fund Manager and support staff

8.4 The Partners agree to pay, as part of their Financial Contributions, an annual inflationary uplift, where awarded under the terms of employment of the Pooled Fund Manager and the support staff employed by the Partners to assist in the administration of the LSCB, in accordance with the lawful schemes operated by the employing Partner.

8.5 The Partners shall consult together in their budget setting process for determining the Partners Financial Contributions. The Partners shall determine proposals for their budget by the fourth week of October in each year of the Term. The Partners shall agree and set their budget not less than 2 (two) weeks before the end of each Financial Year.

8.6 In the event that the Financial Contributions of the Partners in any New Financial Year

8.6.1 is less than that in the previous Financial Year as increased by the relevant inflation factor and any additional funding; and/or

8.6.2 do not cover cost pressures; and/or

8.6.3 any non-recurring item which they have agreed to contribute to the Arrangements in the New Financial Year

the Partners shall negotiate their levels of Financial Contribution so that the expenditure will be covered by the Partners Financial Contributions for the New Financial Year.

Modification effect on Financial Contributions

8.7 In the event that the costs are modified by agreement between the Partners, the Partners may at such time agree:

8.7.1 any appropriate changes to the Partners' Financial Contributions for the Financial Year in which the change is made; and

8.7.2 the figures that shall be taken as the Financial Contributions for that Financial Year for the purposes of Clause 8 and the timing of the change to payments of the Financial Contributions.

Pooled Fund Manager Costs

8.8 The Partners agree the salary costs of the post of Pooled Fund Manager shall be funded from the Pooled Fund.

Pool Fund Management

8.9 The Council shall manage the Partners Financial Contributions in accordance with the instructions of the LSCB and shall not use their Financial Contributions for any purpose other than those provided for under this Agreement.

The Chair person's allowance

8.10 The annual allowance payable to the person appointed to chair the LSCB shall be paid from the Pooled Fund.

Support staff

- 8.11 The annual costs, which shall include salaries, of any support staff appointed to assist in the administration of the LSCB, shall be paid from the Pooled Fund.

External Staff

- 8.12 The annual costs of any external staffs appointed to assist the LSCB in meeting its statutory obligations shall be met from the Pooled Fund.

Financial Contribution Payment Schedule

- 8.13 The Council shall invoice the Board Partners once a year in advance for their Financial Contributions in respect of their Financial Contributions The invoice shall be sent to the Partners in the first week of March and the Board Partners shall make payment within sixty (60) days of receipt of the invoice directly to the Council's nominated account using the BACS system.
- 8.14 The Council shall pay its Financial Contributions within thirty (30) days of each forthcoming Quarter.

9. PARTNERS NON FINANCIAL CONTRIBUTIONS

- 9.1 Save for the financial contribution referred to in Clause 8, the Partners shall make the following non-financial contribution to the Arrangements.

- 9.1.1 The Board Partners shall make their non-financial contributions to the Arrangements as set out and described in Schedule 4.

9.1.2 The Council will make its non-financial contributions to the Arrangements as set out and described in Schedule 4.

10. OVERSPEND AND UNDER SPEND

10.1 The Council and the Board Partners shall use all reasonable endeavours to ensure that the Functions and objectives of the LSCB are carried out within the Pooled Fund.

10.2 The Partners shall co-operate to ensure that adequate information is available to the Council and the LSCB for the management of the Pooled Fund accordance with Clause 10, 11 and 12.

11. OVERSPEND

11.1 Without prejudice to Clause 10, the Council and the Board Partners shall keep each other informed of the budgetary position and of any projection that the Pooled Fund will be insufficient to meet projected or actual expenditure in any current Financial Year (an "Overspend") within five (5) Working Days of such projection being made.

11.2 Whenever an Overspend is projected, the Representatives of the Council and the Board Partners shall meet with the Pooled Fund Manager and discuss within a reasonable period of such Overspend being projected proposals for management of the Overspend. The Partners shall prepare a joint plan for the management of that projected overspend in order to achieve financial balance and the Partners shall keep the position under review. The Partners shall act in good faith and in a reasonable manner in agreeing the management of the Overspend.

11.3 If, notwithstanding the provisions of Clause 11.2, there is an Overspend at the end of the Financial Year the Representatives of the Council and the

Board Partners shall meet with the Pooled Fund Manager and identify the reasons for the Overspend and must demonstrate that the Overspend was projected at the earliest opportunity and that all reasonable endeavours have been made to rectify such Overspend.

- 11.4 The Partners shall meet such Overspend in the percentages equal to their Financial Contributions.

12. UNDER SPEND

- 12.1 The Council and the Board Partners shall keep each other informed of any projection that an under spend will occur in any Financial Year and shall provide the other with proposals for the management of such under spend.

- 12.2 The use of any under spend at the end of the Financial Year shall be determined by the LSCB.

- 12.3 The provision in Clause 12.2 shall not apply to any under spend incurred in the last Financial Year of the Agreement in which event the under spend shall be returned to the Partners in the percentages equal to their Financial Contributions.

13. CAPITAL EXPENDITURE

- 13.1 The Pooled Fund shall not be applied towards any capital expenditure without the prior written agreement of the LSCB.

14. VAT

- 14.1 The Partners shall agree the treatment of the Arrangements for VAT purposes shall be in accordance with the Council's VAT regime.

15. AUDIT AND RIGHT OF ACCESS

15.1 The Council shall promote a culture of probity and sound financial discipline and control. The Council Representative shall arrange for the audit of the accounts of the Pooled Fund and shall make arrangements for the external Auditor appointed by the LSCB to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.

15.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member or contractor of the Partner in order to carry out their duties. This right is not limited to financial information or accounting records. If any person is concerned about giving access to non-financial information, he/she may request a discussion with the senior officer of the person requesting the information such as the Internal Auditor or Senior External Auditor before it is disclosed.

15.3 The right of access under Clause 15.2 applies equally to premises or equipment used in connection with the Functions covered by this Agreement. Access may be at any time with reasonable notice.

15.4 The Council Representative shall provide a copy of the audited accounts and annual returns to the LSCB and the Board Partners' Representatives upon its availability.

16. OBLIGATIONS OF THE PARTNERS

16.1 The Council and the Board Partners shall observe the terms of the constitution attached at Schedule 7 and meet its requirements when carrying out the Arrangements, Functions, aims and objectives, and

activities of the LSCB.

- 16.2 The Board Partners shall use their best endeavours to promptly make payment of their Financial Contributions when requested by the Council. The Council shall use its best endeavours to meet its financial obligations under this Agreement.

17. OPERATIONAL AND GOVERNANCE ISSUES

17.1 Standards of Conduct

- 17.1.1 The Partners will comply and will ensure the Arrangements comply with the constitution attached at Schedule 7, all statutory requirements, guidelines, national, local and other guidance on conduct and probity and to ensure good corporate governance which applies to the Council and the Board Partners (including the Council's and the Board Partners respective Standing Orders and Standing Financial Regulations).

17.1.2 Equality and Equal Opportunities

- 17.1.2.1 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies.

18. PERFORMANCE MANAGEMENT AND INSPECTION

- 18.1 The LSCB will be subject to performance management by the Council's Executive acting through its Executive Director for Children's Services and Learning and Executive Member for Children's Services and Learning and the Comprehensive Area Assessment process and inspection by an external Auditor appointed by the LSCB. The Arrangements will be subject to the Council's Children Services and Learning overview and scrutiny

committee. The LSCB and its members will co-operate with any reasonable request by the Council in respect of its overview and scrutiny functions under Section 21 Local Government Act 2000, including but not limited to the provision of an annual review against targets set.

19. CONFLICTS OF INTEREST

19.1 The Partners shall develop policies for identifying and managing conflicts of interest.

20. NON COMPLIANCE

20.1 Issues of non-compliance will, in the first instance, be referred to the Chair of the LSCB who will investigate and attempt to reach satisfactory resolution through discussion with the representative of the Board Partner concerned. In the event of satisfactory resolution not being reached, the matter will be referred back to the Chief officer responsible to the Board Partner, to the relevant inspectorate, and, if necessary, to the relevant government Department in accordance with paragraph 3.80 'Working Together' 2005.

21. COMPLAINTS AND DISPUTES

21.1 The LSCB shall act as a collaborative and co-operative body and not discriminate against any section of society or unduly favour any Board Partner to the detriment of other Board Partners.

21.2 The LSCB shall resolve any complaints, disputes or problems arising from the way the LSCB delivers its Functions or carries out its operations at its Board meeting. Where a complaint, dispute or problem cannot be resolved by the Board, the following process should be followed and minutes taken:-

- Stage 1: The parties who are in dispute shall meet with the Chair of the Board, the LSCB Manager and the Professional Advisor who will assist in finding or recommending a solution.
- Stage 2: A special meeting of the Board is convened, with papers prepared by the parties representing different views. The Chair and the Professional Advisor also prepare a paper offering possible options for resolution. If the problem is not resolved, the dispute is referred to Stage 3.
- Stage 3: If the issue is not resolved then guidance or clarification will be sought from the relevant Government Department.
- 21.3 Complaints from members of the public in relation to the provision or non-provision of children social care services by the Council shall be handled by the Council's Complaints Procedure. The Council's Complaints Procedure can be seen at the following web-link:-
<http://www.southampton.gov.uk/tabs/contactus/complaints/complaintaboutchildservice.asp#0>
- 21.4 The Board shall refer all other complaints, disputes or problems in relation to the provision or non-provision of services by a Board Partner to the Board Partner's own internal complaints handling process.
- 22. OMBUDSMEN AND CHILDREN'S COMMISSIONER**
- 22.1 The Partners will co-operate with any investigation undertaken by the Children's Commissioner in connection with the Arrangements.

23. INFORMATION SHARING

23.1 The Partners will follow and ensure that the Arrangements comply with all legislation regulations and guidance on information sharing produced by the Government.

24. CHANGES IN LEGISLATION

24.1 The Partners shall review the operation of the LSCB, the Arrangements and all or any procedures or requirements of this Agreement on the coming into force of any relevant statutory or other legislation or guidance affecting the Arrangements so as to ensure that the Arrangements comply with such legislation.

25. ISSUES OF CONCERN

25.1 Any Partner may request a meeting of the LSCB or the Council outside of the usual Board meeting dates to be held as reasonably practicable where that Partner has an issue of concern with the Arrangements which in its view would most appropriately be dealt with by the LSCB or the Council.

26. TERMINATION

26.1 The Council or any Board Partner may by written notice to the LSCB terminate this Agreement if:

26.1.1 as a result of any change in law or legislation it is unable to fulfil its obligations hereunder;

26.1.2 its fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State issued after the date hereof;

26.1.3 its fulfilment of its obligations would be ultra vires;

and the LSCB and the Board Partners are unable to agree a modification or variation to this Agreement so as to enable the Board Partner to fulfil its obligations in accordance with law and guidance.

26.2 In the case of notice pursuant to Clause 26.1.1 and 26.1.2 the Agreement shall be terminated after such reasonable period as shall be specified in the notice having regard to the nature of the change referred to in Clause 26.1.1 or the guidance referred to in Clause 26.1.2 as the case may be. In the case of notice pursuant to Clause 26.1.3 the Agreement shall terminate after such time as is specified in any notice provided by the Board Partner terminating the Agreement.

26.3 Any Board Partner may by not less than six (6) months written notice given to the LSCB notice to terminate this Agreement if: -

26.3.1 for budgetary reasons, that Board Partner is no longer able to contribute sufficient resources to the Arrangements; or

26.3.2 that Board Partner is of the reasonable opinion that in light of the other Partners' proposed financial contribution the Arrangements are no longer viable.

26.3.3 that Board Partner is unable to resolve a dispute in respect of the Arrangements.

26.4 Following termination of this Agreement for whatever reason, this Clause and 15 (Audit Rights), 22 (Ombudsman), 26 (Termination), 27 (Winding Down on Termination), 31 (Confidentiality), 29 (Waivers), 30 (Entire Agreement), 31 (Governing Law), 21 (Disputes), 33 (Transfers), 37

(TUPE), and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of the Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement shall do so.

27. WINDING DOWN ON TERMINATION

27.1 In the event that this Agreement is terminated the Council and the Board Partners agree to co-operate to ensure an orderly wind down of the activities of the LSCB as set out in this Agreement and the following provisions shall (unless agreed otherwise by the Partners) have effect:

27.1.1 The Council and the Board Partners shall make available to each other the records and information relating to the Functions.

27.1.2 The Pooled Fund Manager shall be dealt with in accordance with the policies and procedures of the employing Board Partner, copies of which shall be provided to the Council Representative upon request.

27.1.3 The Council and the Board Partners shall be liable, in accordance with the percentages of their Financial Contributions, for all redundancies which occur as a result of the termination of the Agreement and the Arrangements.

27.2 In the event of a dispute in relation to any of those matters referred to in this Clause 27, the dispute procedure as set out in Clause 21 shall apply.

27.3 The Council and the Board Partners shall be liable, in the proportion of their Financial Contributions, for any un-quantified liabilities in relation to the Arrangements as at the date of determination and post termination which is not funded by the Pooled Fund.

Termination Reconciliation

27.4 The Partners agree to return any funds remaining in the Pooled Fund to the Council and the Board Partners, in the percentages contributed, when the Agreement is terminated or expires after adjusting for amounts due from the Council and the Board Partners under this Agreement as at the date of termination.

28. CONFIDENTIALITY

28.1 Local Safeguarding Children's Boards are deemed not to be Public Authorities by the Ministry of Justice extension to the Freedom of Information Act 2000 and are exempt from requests for any disclosure of information under the Freedom of Information Act 2000.

28.2 Each Partner shall at all times during the continuance of this Agreement and after its termination to keep confidential all documents or papers which it receives or otherwise acquires in connection with the Arrangements. For the avoidance of doubt this clause will also cover confidential information relating to any client or service user of any party and shall not affect the rights of any workers under Section 43 A-L of the Employment Rights Act 1996.

28.3 The Partners agree to provide or make available to each other sufficient information concerning their own operations and actions in relation to the Arrangements only and concerning service user information (including material affected by the Data Protection Act in force at the relevant time) to enable efficient operation of the Agreement.

28.4 The Partners will ensure that the Arrangements comply with all relevant data protection legislation regulations and guidance and that the rights of access by service users to their data are observed.

29. WAIVERS

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

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

30. ENTIRE AGREEMENT

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

30.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon the Council or Board Partner unless in writing and signed by a duly authorised officer or representative of the Partners.

31. GOVERNING LAW

31.1 This Agreement shall be governed by and construed in accordance with English Law.

32. SEVERANCE

32.1 If any provision of this Agreement becomes or is declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such

unenforceability shall in no way impair or affect any other provision of this Agreement all of which will remain in full force and effect.

33. TRANSFERS

33.1 The Partners may not assign mortgage transfer sub-contract or dispose of this Agreement or any benefits and obligations hereunder without the prior written consent of the other except to any statutory successor in title to the appropriate statutory functions.

34. NO PARTNERSHIP

34.1 Nothing in this Agreement shall create or be deemed to create a legal partnership or the relationship of employer and employee between the Council and the Board Partners.

35. NOTICES

35.1 Any notice of communication shall be in writing.

35.2 Any notice or communication to the relevant Partner shall be deemed effectively served if sent by registered post or delivered by hand at an address set out above and marked for Board Partner's Representative or the Council Representative or to such other addressee and address notified from time to time to the Board Partner.

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

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

36.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

37. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

37.1 In the event of termination or expiry of the Arrangements, the LSCB, the Council and the Board Partners agree to meet within a reasonable time prior to termination or expiry to discuss and consider whether the effects of the Transfer of Undertaking (Protection of Employment) Regulations 2006 will apply and the actions to be taken to address any issues arising.

38. INDEMNITY

38.1 The Board Partners and the Council shall indemnify each other for all costs, losses, damages, and any other liabilities (excluding consequential and economic loss) which may arise from any act committed by or omission of any Board Partner or the Council or default of their obligations under this Agreement.

39. VARIATIONS TO THE AGREEMENT

Any variation to the Agreement proposed by a Board Partner or the Council shall be agreed with the LSCB and evidenced in writing.

AS WITNESS the authorised signatories have signed this Agreement for and on behalf of the Parties the day and year first above written

**SIGNED for and on behalf of
SOUTHAMPTON CITY COUNCIL
By:**

Authorised Signature of Head of Children and Learning Services:	Name in CAPITALS:
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Signature of Witness:	Name IN CAPITALS: Occupation: Date:
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**SIGNED for and on behalf of
SOUTHAMPTON CITY PRIMARY CARE TRUST**

By:

Authorised Signature of Southampton City Primary Care Trust:	Name in CAPITALS:
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Signature of Witness:	Name IN CAPITALS: Occupation: Date:
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**SIGNED for and on behalf of
HAMPSHIRE CONSTABULARY**

By:

Authorised Signature of Hampshire Constabulary:	Name in CAPITALS:
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Signature of Witness:	Name IN CAPITALS: Occupation: Date:
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**SIGNED for and on behalf of
HAMPSHIRE PROBATION SERVICE**

By:

Authorised Signature of Hampshire Probation Service:	Name in CAPITALS:
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Signature of Witness:	Name IN CAPITALS: Occupation: Date:
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**SIGNED for and on behalf of
CHILDREN AND FAMILY COURT ADVISORY SUPPORT SERVICE
By:**

Authorised Signature of Children and Family Court Advisory Support Service:	Name in CAPITALS:
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Signature of Witness:	Name IN CAPITALS: Occupation: Date:
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**SIGNED for and on behalf of
WESSEX YOUTH OFFENDING TEAM**

By:

Authorised Signature of Wessex Youth Offending Team:	Name in CAPITALS:
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Signature of Witness:	Name IN CAPITALS: Occupation: Date:
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**SIGNED for and on behalf of
SOUTHAMPTON UNIVERITY HOSPITAL TRUST
By:**

Authorised Signature of Southampton University Hospital Trust:	Name in CAPITALS:
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Signature of Witness:	Name IN CAPITALS: Occupation: Date:
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**SIGNED for and on behalf of
SOUTH CENTRAL STRATEGIC HEALTH AUTHORITY
By:**

Authorised Signature of South Central Strategic Health Authority:	Name in CAPITALS:
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Signature of Witness:	Name IN CAPITALS: Occupation: Date:
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**SIGNED for and on behalf of
HAMPSHIRE PARTNERSHIP TRUST
By:**

Authorised Signature of Hampshire Partnership Trust:	Name in CAPITALS:
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Signature of Witness:	Name IN CAPITALS: Occupation: Date:
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**SCHEDULE 1
LIST OF AUTHORITIES**

Southampton City Council

Southampton City Primary Care Trust

Hampshire Constabulary

Hampshire Probation Service

Children and Family Court Advisory Support Service

Wessex Youth Offending Team

Southampton University Hospital Trust

South Central Strategic Health Authority

Hampshire Partnership Trust

SCHEDULE 2
CONTRIBUTIONS IN THE FINANCIAL YEAR

Financial contributions

AGENCY	ESTIMATED FINANCIAL CONTRIBUTION 2009/10 (£)	FINANCIAL CONTRIBUTION AS A PERCENTAGE OF THE TOTAL BUDGET (%)
Southampton City Council	87,804	61%
Southampton City Primary Care Trust	37,300	26%
Hampshire Constabulary	14,920	10%
Hampshire Probation Service	2,984	2%
Children and Family Court Advisory Support Service	1,492	1%
Wessex Youth Offending Team	0	0%
Southampton University Hospital Trust	0	0%
South Central Strategic Health Authority	0	0%
Hampshire Partnership Trust	0	0%
TOTAL	£144,500	100%

The mechanism used for calculating inflation is as follows:

PART 1

Financial Contribution

The financial contributions shall be increased with effect from the 1st April each year of the Agreement Period , by a percentage equal to the percentage increase in the General Index of Retail Prices (all items) over the period October to October of the previous year, and a percentage equal to the percentage increase awarded by the National Joint Council (NJC) for England and Wales to Local Government employees in April the preceding year, in the proportions of four tenths of the Retail Price Index and six tenths of the NJC award. The resulting percentage will be rounded up or down to the nearest tenth of one per cent for ease of application.

**SCHEDULE 4
NON-FINANCIAL CONTRIBUTIONS**

Southampton City Council provides the following non-financial contributions:

1. Office space
2. Office furniture
3. Office equipment including phone, computer, and printer

There are no other non-financial contributions made by the Partners of this Agreement.

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**SCHEDULE 5
COUNCIL'S COMPLAINTS POLICY**

The Council's Complaints Policy can be found at the following web link:

<http://www.southampton.gov.uk/tabs/contactus/complaints/complaintaboutchildservice.asp#0>

Accessed 29th July 2009

**SCHEDULE 6
POOL FUND MANAGER**

The Pooled Fund Manager is an employee of a LSCB Partner.

SCHEDULE 7
SOUTHAMPTON LOCAL SAFEGUARDING CHILDREN'S BOARD
CONSTITUTION

1 AIM

- 1.1 To ensure the effective co-ordination of services to safeguard and promote the wellbeing of children in accordance with the Children Act 2004 and Regulations made thereunder.

The Local Safeguarding Children Board ("LSCB") is the key statutory mechanism for agreeing how the relevant organisations in each local area within the city will co-operate to safeguard and promote the welfare of children in that locality, and for ensuring the effectiveness of what they do.

2 OBJECTIVES

- 2.1 The core objectives of the LSCB are set out in section 14(1) of the Children Act 2004 as follows:-

- To co-ordinate what is done by each person or body represented on the Board for the purposes of safeguarding and promoting the welfare of children in the area of the authority; and
- To ensure the effectiveness of what is done by each such person or body for that purpose.

- 2.2 Safeguarding and promoting the welfare of children is defined as the following in line with the guidance "Working Together to Safeguard Children 2006" :-

- Protecting children from maltreatment;
- Preventing impairment of children's health or development;
- Ensuring that children are growing up in circumstances consistent with the provision of safe and effective care;
- Undertaking that role as to enable those children to have optimum life chances and enter adulthood successfully.

3 SCOPE OF INTEREST

- 3.1 The scope of the LSCB'S role will ensure that work to protect children is properly co-ordinated, effective and remains a key goal.

- 3.2 In order to fulfil the wider context of safeguarding the LSCB will include safeguarding and promoting the welfare of children in three broad areas of activity. These are:-

1. Activity that affects all children and aims to prevent maltreatment, or impairment of health or development, and ensure children are growing up in circumstances consistent with safe and effective care, including involvement in matters under the Licensing Act 2003 and Gambling Act 2005.

2. Proactive work that aims to target particular children who are potentially more vulnerable than the general population
3. Responsive work to protect children who are suffering or at risk of suffering harm including:-
 - Children abused and neglected within families, including those harmed in the context of domestic violence and/or as a consequence of the impact of substance misuse;
 - Children abused outside families by adults known to them;
 - Children abused and neglected by professional carers, within an institutional settings, or anywhere else where children are cared for away from home;
 - Children abused by strangers;
 - Children abused by other young people;
 - Young perpetrators of abuse; and
 - Children abused through prostitution.
4. In all their activities the LSCB will take account of the need to promote the equality of opportunity and to meet the diverse needs of children.

4 RELATIONSHIP OF THE LSCB WITH THE CHILDREN TRUST

- 4.1 The LSCB will have a separate identity and independent voice within the wider children's trust arrangements. The LSCB should be consulted by the Children and Young People' Trust on issues that affect how children are safeguarded and their welfare promoted.
- 4.2 The LSCB will have a standing membership on the Children and Young People's Trust and will contribute to the development of the Children and Young Peoples Plan as a formal consultee.

5 ACCOUNTABILITY AND BUSINESS PLANNING

- 5.1 The LSCB is independent of the Council. The Children Act 2004 requires the City Council as a Local Authority to establish a LSCB. When reports and actions are required that need to be considered by the Council they will be formally considered by the Executive (Cabinet)
- 5.2 The LSCB is accountable for its work to the City Council through the Executive Director for Children's Services and Learning and Executive Member for Safeguarding Children.
- 5.3 The work of the LSCB will be set out in an Annual Business Plan and Annual Report and will be agreed and endorsed at Chief Executive level within each of the main member agencies at the start of each financial year. The Plan will also be reported to

Cabinet and made available to the Overview and Scrutiny Management Committee accordingly.

- 5.4 The LSCB will contribute to the plan for Children and Young People. It will be particularly responsible for overseeing those aspects of the plan that relate to the “Staying Safe” outcome of the Every Child Matters agenda.
- 5.5 All sub-committees will have an annual work plan which will derive from the LSCB annual business plan.

6 LEGAL FRAMEWORK

- 6.1 The LSCB is established pursuant to the Children Act 2004 and in accordance with Chapter 3 of the “Working Together to Safeguard Children – 2005 Guidance.
- 6.2 To facilitate the effective operation of the Board in accordance with its aims, the Board will respond as necessary to any further government guidance or new or secondary legislation in relation to Safeguarding Children or new initiatives impacting upon the areas of responsibility of functions of the Board.

7 THE ACTIVITIES OF THE BOARD

7.1 In pursuit of its aims the LSCB will:-

- adopt the financial year April 1st – March 31st;
- Hold its meetings at least six times per year;
- Require a quorum of at least one third of the voting membership in order to have a fully constituted meeting;
- Always seek to operate on a consensus basis. If it is not possible to reach a consensus, members will be required to undertake a formal vote on a simple majority basis which will be recorded. Each statutory agency’s representative in attendance will have a single vote. In the event of a tied vote the Chair will have the casting vote;
- Review and recommend to Cabinet any amendments to its Constitution on an annual basis at the first meeting of each financial year following a formal consultation process with the statutory agencies;
- Review and adopt the Constitutions for the sub-committees on an annual basis at the first meeting of each financial year following a formal consultation process with the sub-committees;
- Keep a written record of all Board meetings and meetings of its sub-committees and publish these on the “4LSCB” website once formally agreed;
- Any member of the full Board may submit items to be included on the agenda of a main meeting of the LSCB supported by a written statement/report to the Chair at least 10 working days before the meeting.

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- Agenda and reports will be circulated generally at least 5 working days prior to the meeting;
- Create sub-committees which will carry out the day to day operational functions of the LSCB .

These are to:-

- a. Develop policies and procedures for safeguarding and promoting the welfare of children in the area of the authority
- b. Communicate to persons and bodies in the area of the authority 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
- c. Monitor and evaluate the effectiveness of what is done by the local authority and Board partners individually and collectively to safeguard and promote the welfare of children and advise them on ways to improve
- d. Participate in the local planning and commissioning of children's services to ensure that they take safeguarding and promoting the welfare of children into account
- e. Undertake reviews of cases where a child has died or has been seriously harmed in circumstances where abuse or neglect is known or suspected and advising on lessons that can be learned
- f. Collect and analyse information about each child death with a view to identifying any matters of concern affecting the safety and welfare of children in the area, and, any general public health or safety concerns
- g. Put in place procedures for ensuring that there is a coordinated response by the authority, their Board partners and other relevant persons to an unexpected death

NB: In relation to f, g above and the requirements of paragraph 7.4 of Working Together which became effective from the 1st April 2008 the 4 LSCB Child Death Overview Panel will carry out these functions on behalf of Southampton LSCB.

In order to carry out these functions there will be the following sub-committees each sponsored by a Board Member who will ensure a link and effective communication with the sub-committee and the main LSCB:-

Professional Issues
Monitoring and Evaluation
Serious Case Review
Public Education and Awareness
Child Death Overview Panel (undertaken by the 4LSCB
CDOP)

- Receive minutes from Sub-committees at the first full Board meeting following the meeting to which they relate. The sub-committees will also submit an annual work plan to the first Board meeting of the financial year and report mid year on progress;
- Delegate power to the sub-committees to:-

- a. carry out any work related to the different sections of the Annual Business Plan;
- b. undertake consultation as appropriate;
- c. take a decision in reference to a specific item on behalf of the Board where authority to do so has been properly delegated by the Board;
- d. prepare a response to consultation matters on behalf of the Board;
- e. investigate a particular issue;
- f. publish material on behalf of the Board; and
- g. discharge any functions delegated to it from the Board.

8 FREEDOM OF INFORMATION

- 8.1 Under the Ministry of Justice extension to the Freedom of Information Act 2000 Local Safeguarding Children's Boards will not be deemed as Public Authorities under the Act and therefore will be exempt from requests for the disclosure of information under the Freedom of Information Act 2000.

9 MEMBERSHIP

- 9.1 Section 13(3) of the Children Act 2004 defines which statutory Board Partners are required to have membership on the Board.

- 9.2 Board Partners should designate a particular named person as the member of the Board to ensure consistency and continuity.

- 9.3 Members will need to be people with a strategic role in relation to safeguarding and promoting the welfare of children within their organisations. They should be able to:-

Speak for their organisations with authority;
Commit their organisations on policy and practice matters;
Hold their organisations to account.

- 9.4 Members are required to nominate a suitable alternative representative in the event of them being unable to attend a meeting.

- 9.5 Statutory membership of the LSCB will consist of representatives from the following . A structure chart is attached as an appendix:-

- Southampton City Council's Children's Services and Learning Directorate
- Hampshire Constabulary
- National Probation Service – Hampshire Area
- NHS Southampton

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- CAF/CASS
- Youth Offending Team
Southampton University Hospital Trust
- Connexions
Strategic Health Authority
Hampshire Partnership NHS Trust
Chairs of the LSCB Sub – Committees

9.6 The Local Authority will secure the involvement of other relevant organisations and the NSPCC where a representative is made available, either by inviting them to be representatives of its sub-committees, through invitation for specific issues for discussion of a LSCB meeting or through some other mechanism.

9.7 The Board will receive support and advice from the following Advisors:-

- Professional Advisor to the Board
- Custodian of the Child Protection Register
- Designated Doctor
- Assistant Solicitor to the Council
- Any other advisor as and when may be necessary

9.8 At the discretion of the Chair of the Board, Advising Officers can attend Board meetings. Advising Officers provide information and professional expertise but are not members of the Board and cannot vote.

9.9 The Executive Director for Children's Services and Learning and the Executive Member's for Safeguarding Children and Children's Services shall have a standing invitation to attend all Board and sub committee meetings but are not members of the Board and cannot vote. At the discretion of the Chair they may address the meeting

10 At the discretion of the Chair of the Board, Observers can attend Board meetings. Observers are interested individuals who have been invited to attend Board meetings. At the discretion of the Chair of the Board observers can address the meeting but they are not members of the Board and cannot vote.

10 CODE OF PRACTICE

10.1 Members of the Board will operate in accordance with the relevant job descriptions.

There will be an agreed induction programme for all new members.

11 CHAIRING

11.1 An Independent Chair will be appointed for a one year period by the Executive Director for Children's Services and Learning following consultation with the Executive Member for Safeguarding Children and the Local Safeguarding Children Board Partners.

12 SERVICING THE COMMITTEE

12.1 The specific responsibilities of the Chair and Members of the Board will be detailed in job descriptions.

- 12.2 The specific responsibilities of Democratic Support and Member's Services of the City Council will be to:-
- convene meetings of the Board;
 - arrange accommodation for meetings;
 - co-ordinate and act as secretariat to meetings;
 - copy, circulate and dispatch appropriate papers; and
 - provide appropriate guidance on the operation of local government and other relevant procedures.
- 12.3 The specific responsibilities of the Professional Advisor to the LSCB will be to:-
- provide advice to the Board and sub committee(s) on professional issues;
 - attend all of the sub-committees of LSCB;
 - assist in the production of the Annual Business Plan;
 - attend Joint Chairs Meeting and other strategic groups as appropriate;
 - advise and update LSCB members on any new government guidance or policy documents;
 - to represent the LSCB on the Children and Young People's Trust.

13 DISPUTES AND COMPLAINTS

- 13.1 The Board is intended to be a collaborative, co-operative body and needs to ensure that no particular sector or member is unduly favored. Problems and issues should normally be debated and resolved at the Board meetings. However, if parties feel that these have not been resolved, the following process should be followed and minutes taken.
- 13.2 Stage 1: The parties who are in dispute meet with the Chair of the Board and the Professional Advisor who will assist in finding or recommending a solution.
- 13.3 Stage 2: A special meeting of the Board is convened, with papers prepared by the parties representing different views. The Chair and the Professional Advisor also prepare a paper offering possible options for resolution. If the problem is not resolved, the dispute is referred to Stage 3.
- 13.4 Stage 3: If the issue is not resolved then guidance or clarification will be sought from the relevant Government Department.
- 13.5 Complaints from members of the public in relation to the provision or non-provision of children social care services by the Council shall be handled by the Council's Complaints Procedure. The Council's Complaints Procedure can be seen at the following web-link:-
<http://www.southampton.gov.uk/tabs/contactus/complaints/complaintaboutchildservice.asp#0>
- 13.6 The Board shall refer all other complaints, disputes or problems in relation to the provision or non-provision of services by a Board Partner to the Board Partner's own internal complaints handling process.

14 NON COMPLIANCE OF ACTIVITIES

- 14.1 The work of the LSCB will be set out in an Annual Business Plan. In time for the start of each financial year all member agencies will sign an agreement stating their commitment to fulfill their obligation to safeguard and promote the welfare of children. This will include a commitment to fulfilling their role within the LSCB.

Issues of non-compliance will, in the first instance, be referred to the Chair of the Board who will investigate and attempt to reach satisfactory resolution through discussion with the representative of the agency concerned.

In the event of satisfactory resolution not being reached, the matter will be referred back to the Chief officer within the agency, to the relevant inspectorate, and, if necessary, to the relevant government Department in accordance with paragraph 3.80 'Working Together' 2005.

15 MONITORING AND INSPECTION

- 15.1 The effectiveness of the LSCB will be assessed through an annual report to the Council's Executive and the Joint Area Review process. This will assess how Children's Services, taken together, contribute to improving outcomes for Children and Young People.

16 OVERVIEW AND SCRUTINY

- 16.1 The LSCB and its members will co-operate with any reasonable request by the Council in respect of its overview and scrutiny functions under Section 21 Local Government Act 2000, including but not limited to the provision of an annual review against targets set. Any requests for information or attendance of board members at the relevant overview and scrutiny committee will be made as soon as possible and generally at least 10 days before the meeting.