



HM Prison &  
Probation Service



Youth  
Custody  
Service

**Bridgend County Borough Council**

**Youth Justice Service**

**Civic Offices**

**Angel Street**

**Bridgend**

**CF31 4WB**

Attn: Mark Lewis

E-Mail: [Mark.Lewis@bridgend.gov.uk](mailto:Mark.Lewis@bridgend.gov.uk)

Date: 28 February 2023

Dear colleagues

**Award of Agreement for the supply of seconded Dedicated Social Worker (DSW)**

This letter formally awards the agreement for the secondment of a dedicated social worker in HMYOI Parc to you, Bridgend County Borough Council.

This letter and the annexes set out the terms of the Agreement between the Youth Custody Service (YCS) and Bridgend County Borough Council .

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at HMYOI Parc.
- 2) The specification of the DSW Services to be supplied are as set out by YCS HQ Safeguarding Team in the attached Service Level Agreement and Role Profile
- 3) The Term shall commence on 2 January 2023 and will be reviewed in December each year as per Section 7, Review of Service.
- 4) A purchase order for financial year ending 31 March 2023 has been raised and costs as per the agreement below will be invoiced by Bridgend County Borough Council against that purchase order to a value of not more than £18,973.50
- 5) A purchase order for the year 1 April 2023 to 31 March 2024 will be raised. Bridgend Youth Justice Service will invoice against this purchase order to a value of not more than £75,894
- 6) Thereafter, annually, Bridgend County Borough Council and the Youth Custody Service Safeguarding Team will agree costs for the following year by December of the year before and a purchase order will be raised to cover that cost. A purchase order for the year 2024/2025 will therefore be raised by end of December 2023, by the finance administrator in YCS head quarters hub.

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7) The address for notices of the Parties are:

**Customer**

Youth Custody Service Safeguarding Team  
9<sup>th</sup> Floor  
Ruskin Square  
Croydon

**Supplier**

Bridgend County Borough Council  
Youth Justice Service  
Civic Offices  
Angel Street  
Bridgend  
CF31 4WB

Attention: Wendy Tomlinson

Email: wendy.tomlinson@justice.gov.uk

Attention: Mark Lewis

Email: Mark.Lewis@bridgend.gov.uk

8) The following persons are key personnel for the purposes of the Agreement:

**(NAME)**

**(POSITION HELD)**

Mark Lewis

Group Manager – Family Support,  
Education and Family Support, Bridgend  
County Borough Council

Wendy Tomlinson

Head of Safeguarding, Youth Custody  
Service

Janet Wallsgrove

Director, HMP and YOI Parc

9) Customer requires the supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer is employed or engaged in the provision of any part of the Services.

Signed for and on behalf of YCS Safeguarding Team

Name: Wendy Tomlinson  
Head of Safeguarding

Signature.....

Date.....

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Signed for and on behalf of Bridgend County Borough Council

Name: Lindsay Harvey – Corporate Director,  
Education and Family Support.

**(POST HELD)**

Signature:  .....

Date: 28 February 2023



HM Prison &  
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Youth  
Custody  
Service

[Annex 3]

# Service Level Agreement

To Co-ordinate and Develop Social Work Services to  
Support Children and Young People in Custody at,  
HMP /Young Offenders Institute Parc

**Between:** HMPPS Youth Custody Service  
and HMYOI Parc  
and Bridgend County Borough Council

**Commencing:** 2 January 2023

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**SIGNATORIES** - See the 'Award of contract for the supply of seconded Dedicated Social Worker' Letter

## **PART 1 – AGREEMENT CONDITIONS**

THE PROVISION OF SERVICES BY LOCAL AUTHORITIES UNDER THE CHILDREN ACT 1989 and 2004 AND OTHER STATUTORY GUIDANCE TO CHILDREN/YOUNG PEOPLE HELD IN YOUNG OFFENDERS INSTITUTIONS

### **1. OBJECT OF THE AGREEMENT**

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This Service Level Agreement (SLA) sets out the arrangements and mutual responsibilities of the parties concerned, for the provision of services under the Children Acts 1989 and 2004, LASPOA, Leaving Care Act by Bridgend Youth Justice Service to children and young people held in Parc Young Offenders Institution. The Youth Custody Service (YCS) is funding the provision of dedicated social work posts (DSWs). For the purposes of clarity, the YCS are party to this agreement. The YCS have provided the funding for these posts and as such have provided a **DSW Role Profile** which sets out the objectives the YCS and establishment wish to achieve.

Children and family social workers have relevant specialist professional knowledge and expertise which will enable Governors (Directors for privately managed facilities) to fulfil their statutory duties under section 11 of the Children Act 2004. Although these social work posts will be to support the Governor/Director in meeting existing safeguarding responsibilities, employment through the Local Authority affords an additional layer of support, independence, transparency and accountability and supports the local authority to exercise its statutory duties to children held in HMYOI Parc. It furthermore ensures that Governors/Directors can draw on appropriate, current expertise in **Safeguarding, Child Protection, Looked after Children work and social work practice**, which will in turn facilitate good working relationships between establishments and local authorities.

The YCS ask the host local authority, Bridgend County Borough Council, to directly employ a qualified social worker and provide the management and supervision of this post.

### **2. PARTIES TO THE AGREEMENT**

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The parties to this Agreement are:

- Youth Custody Service (YCS) National Safeguarding Team
- HMYOI Parc
- Bridgend County Borough Council – Youth Justice Service

#### **Nominated Officers**

For the purpose of this Agreement, the Nominated Officers are;

Wendy Tomlinson, National Head of Safeguarding, YCS  
Janet Wallsgrove, Director, on behalf of HMYOI Parc,  
Mark Lewis on behalf of Bridgend Youth Justice Service

### **3. PERIOD OF THIS AGREEMENT**

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This agreement covers the period starting 2 January 2023 to 31 March 2024. The Agreement will be reviewed annually, in accordance with section 7 Review of Service, in December each year and, subject to the outcome of the review, the Agreement will be renewed on an ongoing basis.

### **4. FINANCIAL ARRANGEMENTS**

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Both parties agree that funding will be used for staffing and related costs. Any additional or supplementary costs not specifically identified within this agreement will be considered by both parties at the agreement review meetings.

- **Payment**

All invoices must be sent, quoting a valid purchase order number (PO Number), via email to : [APinvoices-NMS-U@gov.sscl.com](mailto:APinvoices-NMS-U@gov.sscl.com) or by post to: SSCL, HM Prison & Probation Service, PO Box 741, Newport, Gwent, NP10 8FZ. Within [10] working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. A new PO number will be sent each financial year which will account for the full costs of the post, including inflationary salary increase.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your customer contact. Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to [MoJ-finance-ap-enquiries@gov.sscl.com](mailto:MoJ-finance-ap-enquiries@gov.sscl.com) or by telephone 0345 241 5351 (Option 2) between 09:00-17:00 Monday to Friday.

- **Commencement of Service**

The service, as described in this agreement will commence on 2 January 2023

### **5. TERMINATION**

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The Customer may terminate the Agreement at any time by notice in writing to the Supplier at least three months in advance of termination.

### **6. THE SERVICES**

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The main areas of service provided by Bridgend County Borough Council under the Children Act 1989 and 2004:

- Services in relation to safeguarding children including child protection
- Services in relation to looked after children
- Services in relation to children in need

In order to achieve this the dedicated social worker will work with a number of other agencies including Youth Justice Service, professionals from the host authority and children's home authorities, independent reviewing officers and relevant designated officers.

## **7. OUTCOMES**

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Dedicated social workers in the YOI will work with the Safeguarding Team and Resettlement Practitioners to deliver on a number of positive outcomes for both children and young people and the establishment within which their duties are discharged. These will include ensuring that:

- The YOI is fulfilling its statutory safeguarding duties effectively and are compliant with all relevant legislation and guidance
- All children and young people who are, or have been in the past, looked after or cared for by the local authority are identified and supported to access statutory services to which they are entitled
- All children and young persons identified as Children in Need (in custody and on release) are assessed as such and provided with appropriate services/support while in custody and in preparation for and during release

## **PART 2 – AGREEMENT SPECIFICATION**

### **1. RESPONSIBILITIES OF THE PARTIES**

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#### **1.1 HMYOI Parc, will agree:**

- To provide an office with facilities to local authority staff (office space, furniture and equipment, including access to keys, phones, faxes, photocopiers, PCs etc)
- Access to children/young people and relevant staff in the YOI. This includes the provision of keys to allow access to the relevant parts of the YOI.
- To fulfil statutory responsibilities under section 11 of the Children Act 2004
- To report to the Local Safeguarding Children's Partnership (LSCP) including via sub-groups where applicable.

#### **1.2 Bridgend Youth Justice Service will agree:**

- To provide management, supervision, support and ongoing professional development for seconded social workers in the YOI



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- To exercise professional responsibility for all children and young people whilst in custody within the YOI in accordance with Munby 2002; Children Acts 1989 and 2004; LASPOA 2012, Children (Leaving Care) Act 2000, Social Services and Well-being (Wales) Act 2014.
- To proactively contribute to all safeguarding processes at HMYOI Parc and to drive forward safeguarding children and young people in custody on a local and national level
- To ensure effective communication systems are in place between Bridgend Youth Justice Service and HMYOI Parc; this includes the potential commissioning of any services required to fulfil this statutory responsibility.
- To report to the Local Safeguarding Children's Partnership (LSCP) including via sub-groups where applicable.
- To support all aspects of the DSW work as per the YCS DSW Role Profile.

### 1.3 DSW - Strategic area

- To assist the staff of the YOI in developing and implementing safeguarding policies and procedures, in line with LSCP expectations and relevant legislation and guidance.

### 1.4 DSW - Operational area

- To **facilitate** any section 47 enquiries in relation to children and young people held in the YOI, in line with legislation, guidance, and the local policies and procedures.
- To **facilitate** any strategy discussions in relation to children and young people in the YOI, in line with legislation, guidance, and the local policies and procedures.
- Provide direct support, advice, guidance and assistance in relation to safeguarding referrals to the Local Authority ('Duty and Advice Team' or 'MASH' team) and establishment Child Protection Co-ordinator.
- Provide direct advice, support and guidance in relation to any serious incident notifications to the LSCP.
- To work with the LADO (Local Authority Designated Officer) and the establishment Child Protection Co-ordinator where there are allegations against members of staff (voluntary and paid employees/volunteers).
- Attendance and offer professional contribution to meetings at the request of senior managers in the establishment.

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- Provide direct support, advice, guidance and assistance to the establishment Resettlement Team for Children in Need and Looked after Children.
- In liaison with the Safeguarding Manager create and deliver a report detailing the work completed by the DSW Team – this will contribute to the YOIs strategic Quarterly Safeguarding Meeting.
- Create a DSW Annual Report for YCS HQ and LSCP

### **1.5 Quality Assurance – YOI & LA joint personnel**

- To carry out Quality Assurance on a random selection of safeguarding referrals and allegation management procedures.
- The LSCP will contribute to Quality Assurance as discussed/agreed.
- Internal and external audit checks on fulfilling our statutory responsibilities under section 11 Children Act 2004 (safeguarding team at HMYOI Parc and the LSCP)
- Meet with the Head of Safeguarding and Head of Resettlement, at an agreed frequency to review delivery of service, agree any changes in methods of delivery and quality assure processes from both a social work and establishment perspective.

## **2. SAFEGUARDING IN RESPECTIVE AGENCIES**

- 2.1 All DSW staff shall be directly employed by Bridgend County Borough Council. All staff involved in the delivery of this service will remain the responsibility of Bridgend County Borough Council in the event of this agreement being terminated.
  - 2.2 Social Work staff involved in this service will be line managed by the team manager in the first instance and the Service Delivery Manager within Bridgend Youth Justice Service. They will ensure that there is a regular meeting with the Head of Safeguarding within the establishment to update on the social work service plan and agree any objectives or developments.
  - 2.3 Bridgend County Borough Council will only second people who are suitable, competent and appropriately qualified and trained as per the YCS DSW Job Profile.
  - 2.4 In the event of long-term absence or they are unable to deliver their duties (over 4 weeks) of the designated officers involved in the delivery of the DSW Service, Bridgend County Borough Council will liaise with the YOI and the YCS Safeguarding Team to seek to provide adequate 'cover staff' where possible, to ensure that the services described in this agreement are maintained
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- 2.5 Bridgend Youth Justice Service shall ensure that all their staff keep information confidential which is, or becomes part of their knowledge, by virtue of the provision of the service.
- 2.6 All staff employed by Bridgend County Borough Council in the provision of this service shall be prohibited from soliciting any gratuity or tips or any other form of money taking or reward, collection or charge for any of the services

### **3. LOCATION OF SERVICE AND OTHER CONDITIONS**

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- 3.1 The service will assist the YOI Head of Safeguarding in ensuring that safeguarding training for YOI staff is developed, co-ordinated and implemented in line with LSCP and national expectations and to that end will be expected to be on site at Parc for most of their working hours / week and not less than two-thirds of full time equivalent, with the remainder of full-time equivalent being flexible.
- 3.2 To work jointly with HMYOI Parc, to urgently consider any potential risks to any other children and young people in custody
- 3.3 To maintain effective maintenance of partnerships between relevant agencies in order to meet the needs of the children and young people in custody and their resettlement
- 3.4 To assist in the development and updating of the safeguarding policies and procedures to safeguard the welfare of children visiting those held in custody
- 3.5 To ensure a screening mechanism is in place to establish which children and young people entering HMYOI Parc are either the subject of child protection procedures, on a child protection plan, or are a 'Looked After Child'. The initial DSW Screening document should be made available to all staff.
- 3.6 Sharing of relevant information to the appropriate managers ascertained about the children and young person from the screening process to allow the establishment to make informed decisions and keep the child/young person safe.
- 3.7 To adhere to all relevant Prison Service Orders, Prison Service Instructions, Frameworks and Governors Orders the establishment works to.
- 3.8 The DSW provision within each YOI needs to reflect the population in terms of actual number and the needs of the children.

### **4. SERVICE OUTCOMES**

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- 4.1 To continue working with the YCS to further develop the roles and responsibilities of dedicated social work posts within YOIs as agreed with the HQ YCS Safeguarding Team.

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- 4.2 All looked after children are visited by their home local authority within 10 working days of admission into custody; statutory visits, reviews and entitlements for looked after children will be monitored by the service
- 4.3 All children and young people who have been identified within the parameters of S17 of the Children Act 1989 are assessed as such and provided with the appropriate services/support while in custody and in preparation for and during release
- 4.6 Individual plans will be in place for all children and young people which meet their welfare and sentence needs, including support required on discharge to prevent re-offending
- 4.7 To assist the home local authority to ensure appropriate and suitable accommodation is sought for the child/young person on release from custody.

### ➤ **CHILD PROTECTION**

- To have openness, transparency and robust child protection procedures
- To have common criteria and basis for intervention with children and young people in custody (Children and Young People's Services)
- To contribute to safeguarding policies and procedures

### ➤ **CHILDREN IN NEED (CIN)**

- All children and young people who arrive into custody will be regarded as a Child in Need and will be treated as such
- All 'Children in Need' will have an action plan to which will be based on multi-agency contributions – whilst in custody and on release back to community

### ➤ **LOOKED AFTER CHILDREN AND CARE LEAVERS**

- All local authorities will be written to with reference to all children and young people who arrive into custody reminding them of their statutory duties
- Children and Young people with Looked After Care status will receive a Looked after Child Review within a month of being placed into custody at HMYOI
- The home local authority social worker to visit children and young people subject to looked after status in custody within 10 working days of arriving into custody.

### ➤ **SERIOUS INCIDENTS RELATING TO A CHILD / YOUNG PERSON IN CUSTODY**

- Ensure that any serious incidents are independently scrutinised for openness and transparency

- Ensure that the LSCP are notified of all 'serious' incidents within HMYOI Parc
- That there is a multi-agency approach to reducing the number and severity of serious incidents in custody

## 5. SERVICE USER FEEDBACK

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To meet with children and young people and have conversations on a regular basis about their experiences in HMYOI Parc sharing the information from these conversations appropriately to allow continuous development of the service delivered.

## 6. AMENDING THIS AGREEMENT

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This agreement may not be altered or amended without the written consent of all parties to the agreement.

## 7. REVIEW OF SERVICE

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This SLA will be reviewed on a yearly basis, in December, by the **three parties to the agreement** and with the full consultation of the YCS.

## 8. DIVERSITY AND INCLUSION

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Working openly and effectively with issues of diversity is at the heart of Youth Custody Service, HMYOI Parc, and Bridgend County Borough Council. We are aiming to ensure that fairness and equality of opportunity is central to our work. We aim to employ people from a diversity of backgrounds, with a wide range of skills in order to make us more adaptable, understanding and receptive to the needs of the children and young people we serve.

We acknowledge the unique contribution that all potential candidates can bring in terms of their culture, ethnicity, gender, nationality, age, religion, disability, sexual orientation, education, experiences, opinions and beliefs.

## 9. SAFER RECRUITMENT AND INDUCTION

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HMYOI Parc, will ensure that all staff employed by the prison will have in date DBS checks renewable **every three years**. Partner agencies will also be subject to these criteria and this requirement will be included in their Service Level Agreements (SLA). No person will have direct, unsupervised access to any child / young person held in the secure setting until they have an up to date DBS check.

To co-operate with the security vetting requirements of the establishment. Bridgend County Borough Council will check all staff (including agency and part-time volunteers

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with substantial access to children) to ensure they have up to date Disclosure and Barring checks; ensure that all Staff are vetted in accordance with the Local Authority Vetting Procedures (including; full employment history and relevant verbal and other verifications).