



**CYNGOR BWRDEISTREF SIROL**  
**RHONDDA CYNON TAF**  
**COUNTY BOROUGH COUNCIL**

A virtual meeting of the CABINET will be held on  
Thursday, 14th January, 2021 at 3.00 pm

Contact: Hannah Williams - Council Business Unit (Tel No. 01443 424062)

Councillors and members of the public wishing to request the facility to address the Cabinet on any of the business as listed below, must request to do so by 5pm on the Tuesday, 12 January 2021 Councillors and Members of the public should stipulate if this address will be in the medium of English or Welsh.

It must be noted that the facility to address the Cabinet is at the discretion of the Chair and each request will be considered based on the agenda items being considered, the public interest/interest of the member in each matter and the demands of the business on that day. To make such a request please email:- [ExecutiveandRegulatoryBusinessUnit@rctcbc.gov.uk](mailto:ExecutiveandRegulatoryBusinessUnit@rctcbc.gov.uk)

**ITEMS FOR CONSIDERATION**

**1. DECLARATION OF INTEREST**

To receive disclosures of personal interest from Members in accordance with the Code of Conduct.

**Note:**

1. Members are requested to identify the item number and subject matter that their interest relates to and signify the nature of the personal interest; and
2. Where Members withdraw from a meeting as a consequence of the disclosure of a prejudicial interest they **must** notify the Chairman when they leave.

**2. MINUTES**

To receive the minutes of the Cabinet meeting held on the 3<sup>rd</sup> December 2020.

(Pages 5 – 12)

**3. 2021 CENSUS UPDATE**

To receive the report of the Service Director, Democratic Services and Communication, which provides an initial update for Members on the planning arrangements for the 2021 Census and the requirements on the Local Authority to work in partnership and assist the Office for National Statistics (ONS).

**(Pages 13 - 18)**

**4. CORPORATE PARENTING BOARD ANNUAL REPORT 2019-2020**

To receive the report of the Service Director, Democratic Services and Communication, which provides the Cabinet with the Corporate Parenting Board Annual Report for the Municipal Year 2019-2020.

**(Pages 19 - 52)**

**5. NATIONAL ADOPTION SERVICE WALES ANNUAL REPORT 2019-2020**

To receive the report of the Group Director, Community and Children's Services, which provides the Cabinet with the National Adoption Service Wales Annual Report 2019-2020.

**(Pages 53 - 108)**

**6. BUS EMERGENCY SCHEME (BES) - REQUEST TO ALL COUNCILS TO SIGN UP TO THE BES 2 SCHEME**

To receive the report of the Group Director, Prosperity, Development and Frontline Services, which sets out the wider context, the background to, and reasons for the Bus Emergency Scheme (BES) and seeks the agreement of the authority to sign up to the BES2 scheme.

**(Pages 109 - 192)**

**7. URGENT ITEMS**

To consider any urgent business as the Chairman feels appropriate.



**Service Director of Democratic Services & Communication**

**Circulation:-**

**Councillors:** Councillor A Morgan (Chair)  
Councillor M Webber (Vice-Chair)  
Councillor R Bevan  
Councillor A Crimmings  
Councillor M Norris  
Councillor J Rosser  
Councillor R Lewis  
Councillor C Leyshon  
Councillor G Hopkins

**Officers:** Chris Bradshaw, Chief Executive  
Christian Hanagan, Service Director of Democratic Services & Communication  
Paul Mee, Group Director Community & Children's Services  
Nigel Wheeler, Group Director – Prosperity, Development & Frontline Services  
Louise Davies, Director, Public Health, Protection & Community Services  
Richard Evans, Director of Human Resources  
David Powell, Director of Corporate Estates  
Simon Gale, Director of Prosperity & Development  
Andy Wilkins, Director of Legal Services  
Barrie Davies, Director of Finance & Digital Services  
Gaynor Davies, Director of Education and Inclusion Services  
Derek James, Service Director – Prosperity & Development  
Paul Griffiths, Service Director – Finance & Improvement Services

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**RHONDDA CYNON TAF**

## **RHONDDA CYNON TAF COUNCIL CABINET**

Minutes of the virtual meeting of the Cabinet held on Thursday, 3 December 2020 at 10.30 am

### **County Borough Councillors - Cabinet Members in attendance:-**

Councillor A Morgan (Chair)

Councillor M Webber	Councillor R Bevan
Councillor A Crimmings	Councillor M Norris
Councillor J Rosser	Councillor R Lewis
Councillor C Leyshon	Councillor G Hopkins

### **Officers in attendance**

Mr C Bradshaw, Chief Executive  
Mr C Hanagan, Service Director of Democratic Services & Communication  
Mr G Isingrini, Group Director Community & Children's Services  
Mr N Wheeler, Group Director – Prosperity, Development & Frontline Services  
Mr P Mee, Director, Public Health, Protection & Community Services  
Mr R Evans, Director of Human Resources  
Mr D Powell, Director of Corporate Estates  
Mr A Wilkins, Director of Legal Services  
Mr B Davies, Director of Finance & Digital Services  
Ms G Davies, Director of Education and Inclusion Services  
Mr N Elliott, Director of Adult Services

### **Others in attendance**

Councillor J Williams  
Councillor W Jones  
Dr L Arthur – Member of the Public and representative of the SCHAC campaign

### **37 Declaration of Interest**

In accordance with the Council's Code of Conduct, there were no declarations made pertaining to the agenda.

### **38 Modernisation of the Council's Residential Care Home Service for Older People**

The Group Director, Community and Children's Services provided the Cabinet with the report, which detailed the outcome of the consultation on the preferred options for the future of the Council's eleven residential care homes for older people and to make further recommendations that, if agreed, would increase the number of retained Council residential care homes to nine, including Garth Olwg and Ystradfechan and redevelop Danymynydd and Bronllwyn to meet identified need for additional accommodation with care and support, including extra care housing.

The Group Director outlined to Cabinet the extensive journey of the Council's intention to improve and modernise the future service delivery model for the Council's residential care homes (and day care services), which had initiated in September 2017, when Cabinet approved a £50m investment plan to develop, in total, 300 extra care beds across Rhondda Cynon Taf and to deliver modern accommodation options to meet the needs and changing expectations of the growing older population.

The Group Director informed the Cabinet that, since the beginning, the approach was based on the requirements of the Social Services and Wellbeing Act (Wales) 2014, which imposes market shaping duties upon the Council and guidance provides that local authorities are required to ensure that there are sufficient, quality services available in the area and that these services are sustainable. The Group Director felt that expectations and needs were changing and that the residents of RCT deserved better.

The Group Director spoke of the results of an independent review commissioned by Practice Solutions Ltd, which Cabinet considered in 2018, which challenged the Local Authority to transform all its facilities to extra care, on the assumption that residential care was not needed. The Group Director explained that in September 2019, Cabinet considered the outcome of the consultation on the proposal to retain a level of residential care home provision and approved a further consultation on the preferred option to retain a level of residential care home provision focussed on complex needs (including dementia), residential respite and respite care. The Group Director referred the Cabinet to appendices B and C, which outlined the full consultation details for consideration.

The Group Director was of the view that the level of consultation and public engagement carried out, along with the number of changes made to the proposals throughout, evidenced that the Local Authority was focussed on ambition, rather than austerity and investment, rather than savings. The Group Director advised that the priority was to ensure older people receive the highest level of services to suit their needs, whilst retaining in-house provision.

Cabinet Members were informed that the report had been considered by the Council's Overview and Scrutiny Committee at its meeting on 1<sup>st</sup> December 2020. The officer advised that following challenge from the Scrutiny Committee Members, they were of the view that the recommendations would result in positive outcomes for the community.

The Group Director referred Members to the appendices of the report, which detailed the proposed site plans for consideration.

The Group Director concluded his initial presentation by extending his thanks to the Director, Adult Services for his tireless work in producing the transparent report before the Cabinet, Practice Solutions for its independent review and to the community for their engagement.

The Cabinet Member for Adult Community Services and the Welsh Language took the opportunity to thank officers for the detailed report and members of the public for their engagement in the extensive consultation process.

The Deputy Leader praised the robust consultation process, which had been carried out and commented that it was vital that the Cabinet considered the

views of the public before making any changes. The Deputy Leader also referred to the observations made by the Overview and Scrutiny Committee and was pleased to note their overall support of the proposals.

The Deputy Leader continued and acknowledged that modernisation and improvements to facilities was necessary and that older people deserve the best outcomes. The Cabinet Member spoke of her visits to the extra care housing such as Ty Heulog in Talbot Green and commented on the superb facilities. The Deputy Leader questioned what provision RCT has for its older people in comparison to other Local Authorities. The Group Director advised that many Local Authorities have opted for a commitment to the Independent Sector entirely or to extra care facilities entirely.

The Cabinet Member for Stronger Communities, Well-being & Cultural Services spoke of the pressures placed upon the Local Authority in terms of austerity and budget cuts and was pleased to note that millions had been invested into facilities for older people and that the intention was to continue with an in-house provision. In addition, the Cabinet Member acknowledged that the needs of older people were changing with many looking to be independent, with greater opportunities to socialise and be active and was of the view that the extra care provision would facilitate their needs. The Cabinet Member added that if the Local Authority fail to modernise its agenda for older people, it would be at the detriment to future generations.

The Leader spoke of the initial independently commissioned report, which suggested that residential care was not needed and the Cabinet's decision to resist this option and to support a mix of both residential care and extra care facilities. The Leader stated that the extensive consultation had been helpful and noted that the recommendations contained within the report had been amended significantly to retain nine residential council homes as a result of feedback. Furthermore, the Leader acknowledged that needs differ between older people and felt that a mix of accommodation, ranging from residential care homes, extra care facilities and sheltered complexes with housing associations was the best way forward.

With the agreement of the Chair, County Borough Councillor J. Williams and Dr L. Arthur, a resident of RCT and representative of the SCHAC campaign, spoke on the item.

In response to questions posed by County Borough Councillor J. Williams about the timescale of the Danymynydd development and the planning implications identified at the Bronwydd site, the Leader advised that, subject to agreement of the recommendations, a report would be presented to Cabinet in early 2021 with the intention to move at pace with the development. In respect of the reasons for changing the location from the Bronwydd site to the Danymynydd site, the Leader advised that there was potential for the listed building at Bronwydd to be overbearing, which would possibly mean the loss of outdoor space at the facility.

In response to the concerns raised by the public speaker, the Group Director advised that the Local Authority had been flexible throughout the process and had gathered robust evidence to form its conclusion. The Group Director spoke of conversations with Welsh Government in respect of the future of adult social care, and advised that the work undertaken by RCT had been commended and was in line with the direction of travel set out by Welsh Government and the requirements of the Social Services and Wellbeing Act (Wales) 2014.

The Group Director stated that, if approved, the proposals would mean an increase the number of rooms available to people across the spectrum, whilst retaining a significant proportion of in-house residential care provision that would focus on complex needs. The Group Director acknowledged the important role of the Independent Sector, who had also worked tirelessly throughout the pandemic to provide care to residents and would continue to provide services, such as nursing dementia, to retain a whole system of care throughout the Borough. The Group Director concluded by emphasising that the proposals seek to transform and improve the services for older people and would not take any facilities out of the system.

The Leader sought clarity on a point which had been previously raised by members of the public in terms of the restrictions on homes. The Leader noted that throughout the pandemic, the Local Authority had been careful about admissions, to ensure the period of isolation had been taken into consideration, but confirmed that over a two year period, the Local Authority had been admitting to homes by exception.

The Leader also took the opportunity to respond to a comment made by the public speaker in respect of the overall bed position. The Leader advised that overall, there would potentially be an increase of approximately 30 beds across the remodelling of supported living and extra care proposals.

The Deputy Leader spoke of the regular meetings held with Trade Union colleagues in relation to the proposals. The Deputy Leader believed that it would be an inaccurate observation to suggest that the approach had been undertaken as a result of austerity, and emphasised that the investment would substantially cost the Local Authority in both capital and revenue.

The Cabinet Member for Enterprise Development and Housing echoed earlier comments, stating that the proposals were about investment and planning for the future. The Cabinet Member referred to the Danymynydd proposals, commenting that it would transform the unit into a modern facility for those who need it. In respect of the planning constraints identified at Bronwydd, the Cabinet Member was pleased to note that alternative options for the site had been explored such as bungalows for a different level of care.

The Cabinet Member for Adult Community Services and the Welsh Language wished to place on record his thanks to the staff working in the Independent Sector, who in addition to the Council's in-house staff, had worked tirelessly and faced significant challenges as a result of the Covid-19 pandemic. The Cabinet Member also paid tribute to the Council's Overview and Scrutiny Committee for its debate and to the Director, Adult Services for his commitment to the consultation exercise and for the informative report.

The Cabinet Member spoke of the Council's desire to deliver an exciting programme of expansion of the type of residential setting the residents of RCT deserve. The Cabinet Member spoke of his visits to extra care facilities, namely Ty Cwm in Merthyr and Ty Heulog in Talbot Green, and how impressed he was with the standard of accommodation offered and the pride of residents who had care packages tailored to their needs. The Cabinet Member continued, speaking of the second extra care development in RCT, namely the Maesyffynnon site, which following significant investment, had been developed from a dilapidated site, into high standard and modern housing.



The Cabinet Member was encouraged by the proposals to decommission Danymynydd, Porth as a residential care home for 30 beds and to redevelop the site to provide for a new 60 bed extra care housing scheme and to decommission Bronllwyn, Gelli as a residential care home for 12 beds and to approve the redevelopment of the site to provide specialist accommodation with care to support people with learning disabilities in adulthood.

The Cabinet Member went on to emphasise the importance of the consultation process and the views of the residents of RCT. The Cabinet Member believed that the consultation process debunked any claims that consultation is unnecessary as the recommendations before Members, were significantly different to those in 2017.

The Leader acknowledged the work undertaken throughout the process, particularly at a time when social care staff and senior officers have been working tirelessly to support staff and the Independent Sector in dealing with the repercussions of the Covid-19 pandemic.

The Cabinet **RESOLVED:**

1. To consider:
  - the responses to the consultation on the future service delivery model for the Council's residential care homes;
  - the information provided in this report;
  - the Equality Impact Assessment;
  - the comments, observations and/or recommendations arising from the pre-scrutiny undertaken by the Overview & Scrutiny Committee on the 1<sup>st</sup> December 2020.
  
2. To proceed with the preferred option to retain residential care home provision, at the seven Council residential care homes detailed below, which would be refocussed on complex needs (including dementia), residential reablement and respite care:
  - Clydach Court, Trealaw
  - Ferndale House, Ferndale
  - Pentre House, Pentre
  - Tegfan, Trecynon
  - Troedyrhiw, Mountain Ash
  - Cae Glas, Hawthorn
  - Parc Newydd, Talbot Green
  
3. To retain the two residential care homes at Garth Olwg, Church Village and Ystradfechan, Treorchy, which would be refocussed on complex needs (including dementia), residential reablement and respite care;
  
4. To proceed with the preferred option to decommission Danymynydd, Porth as a residential care home for 30 beds and to redevelop the site to provide for a new 60 bed extra care housing scheme in line with the Council's Strategy to modernise accommodation options for older people and deliver extra care

housing, as outlined in paragraph 6.4 of the report. Danymynydd residential care home currently has no residents living there;

5. To a further report being presented to Cabinet setting out a costed redevelopment proposal for Danymynydd at the January 2021 Cabinet meeting;
6. To proceed with the preferred option to decommission Bronllwyn, Gelli as a residential care home for 12 beds and to approve the redevelopment of the site to provide specialist accommodation with care to support people with learning disabilities in adulthood and older age to meet changes in need and demand, as outlined in paragraph 5.16 of the report. Bronllwyn residential care home currently has no residents living there;
7. To a further report being presented to Cabinet setting out a costed redevelopment proposal for Bronllwyn at the February 2021 Cabinet meeting;
8. To a further report being presented to Cabinet setting out a comprehensive modernisation programme for the Council's nine residential care homes proposed to be retained;
9. To immediately recommence permanent admissions to the Council's nine residential care homes proposed to be retained;
10. To a further report being presented to Cabinet at its January 2021 meeting setting out the proposal for the re-provision of learning disability and autism day services currently delivered at Danymynydd in line with service models and need; and
11. To a further report being presented to Cabinet at its February 2021 meeting setting out the proposal for the re-provision of older people day services currently delivered at Bronllwyn in line with the new service model agreed by Cabinet on 11<sup>th</sup> September 2019.

**(Note:** County Borough Councillor M. Norris abstained from voting due to him experiencing technical issues throughout the officer's presentation of the report)

**This meeting closed at 11.20 am**

**Cllr A Morgan  
Chairman.**

**RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL**

**CABINET**

**14TH JANUARY 2021**

**2021 CENSUS UPDATE**

**REPORT OF THE SERVICE DIRECTOR, DEMOCRATIC SERVICES AND COMMUNICATIONS IN DISCUSSIONS WITH THE DEPUTY LEADER & CABINET MEMBER FOR COUNCIL BUSINESS**

**Author: Chris Davies (Corporate Policy and Consultation Manager)**

**1. PURPOSE OF THE REPORT**

- 1.1 The purpose of the report is to provide an initial update for Members on the planning arrangements for the 2021 Census and the requirements on the Local Authority to work in partnership and assist the Office for National Statistics (ONS).

**2. RECOMMENDATIONS**

It is recommended that the Cabinet:

- 2.1 Agree that the Council provides support to the ONS for the 2021 Census process.
- 2.2 Agree that the support, as in previous years, will be coordinated by the Council's Census Liaison Managers with the support of other departments where identified.
- 2.3 Await further updates leading up to the 2021 Census and a summary of the data post Census in early 2022.

**3 REASONS FOR RECOMMENDATIONS**

- 3.1 The information that will be collected during the 2021 census helps to create an in-depth picture of our communities and also identifies important trends that will help Rhondda Cynon Taf Council plan services and allocate funding in the future. By supporting the ONS, the Council can ensure that the Census covers the whole population and provides invaluable data at the national and local level.

## 4. **BACKGROUND**

- 4.1 The Census is a count of people and households. It provides a wide range of data from a national to a local level. The census statistics are hugely important for local authorities, affecting the amount of funding a local area receives and providing essential information about different demographic groups living in the area, which helps with the planning, development and delivery of local services.

### What's new for Census 2021?

- 4.2 A “digital-first” census, the Census 2021 will be mainly online. We know there are people who'll find this challenging. To make sure the census is as accessible and inclusive as possible, there will be a full range of support services.
- comprehensive guidance and support in many languages and formats
  - help in local centres with trained staff and online access
  - a contact centre to provide help via telephone, web chat and social media
  - field staff contacting households that have not yet responded
  - accessible census questionnaires, for example in large print
  - the option to request paper questionnaires
- The ONS will automatically issue paper questionnaires in areas where they've identified residents are highly likely to need them.

### What does the census ask?

- 4.2 The information we collect during the census helps us to create an in-depth picture of society. It will also identify important trends that will help organisations plan services and allocate funding in the future. To achieve this, the census asks questions on a range of topics, including information about:
- individuals, such as their name, age, sex and marital status
  - households, such as family relationships
  - the homes we live in, such as their location, the number of people living there and what facilities they have
- 4.3 It's important that the census sheds light on long-term trends, while also reflecting the changing society in which we live today. The Census 2021 will ask questions on three new topics. These are:
- previous service in the UK Armed Forces
  - gender identity
  - sexual orientation
- 4.4 The UK Armed Forces question will gather information on past service in the UK Armed Forces. This is to help organisations support veterans

in line with the Armed Forces Covenant – a promise between our country and those who have served it.

- 4.5 The questions on sexual orientation and gender identity will give us better information on lesbian, gay, bisexual and transgender populations. This will help organisations to combat any inequalities these groups may face and show where services are needed.

How will people complete the census?

- 4.6 Each household in England and Wales will be invited to take part in the Census 2021. As stated above the Census 2021 is “digital-first”, which means that people will primarily be encouraged to complete the census online. Therefore, an estimated 90% of households will receive a census pack in the post. This pack includes an access code that enables online completion of the household questionnaire. The remaining 10% of households will receive a paper version of the questionnaire as part of their pack.
- 4.7 Although online participation in the census is encouraged, anyone can request a paper version of the questionnaire from Census 2021 field staff or via post by calling the contact centre for free. The ONS will automatically issue paper questionnaires in areas where we’ve identified residents are highly likely to need them.

**5. CENSUS 2021 – WHAT IS REQUIRED?**

- 5.1 As in previous Census, the Council will be required to appoint dedicated contacts, and specifically a census liaison manager (CLM – Service Director Democratic Services & Communications) and an assistant census liaison manager (ACLM - Chris Davies) to continue coordinating census activity in Rhondda Cynon Taf.
- 5.2 The roles are responsible for;
- keeping senior management and elected members informed about Census 2021
  - preparing their local authority for the census and ensuring relevant teams understand why they should help
  - helping ensure resources are made available to fulfil any agreed commitments
  - coordinating activity across the authority and acting as a “champion” for the census
  - providing the ONS with information that highlights potential issues or opportunities that could impact census operations

5.3 There are a number of main areas where the Council can support the ONS and the CLM and ACLM are working on a plan to ensure this is successful.

5.4 Develop an address index to ensure the fullest coverage.

It's vital to the success of the census that our address index contains accurate details of every household and communal establishment (CE) in England and Wales.

5.5 Provide local information to identify and target local challenges.

Sharing information about the local area and the communities within it helps count everyone in the census. Local information allows the ONS to tailor it's approach to enumeration and engagement.

5.6 Identify and share local community contacts.

ONS research has identified the groups in society who are most likely to need additional interactions to take part in the census. These are key population groups (KPGs). They include older people, some ethnic minorities, young people, migrants, students and some faith groups. The Council will work with ONS to create a detailed profile of the local area, including which KPGs live there and what their barriers are likely to be.

5.7 Help recruit field staff.

Publicise census field staff opportunities to local community groups and similar organisations, such as local strategic partners. This could be through a range of channels, including newsletters, social media, emails, libraries, community centres, websites and local events.

5.8 Provide practical support to the field operation

For example, the council may know of, or own: suitable office accommodation where ONS managers could train field staff and hold meetings, secure storage space for ONS materials and equipment car parking, or other facilities that could be used.

5.9 Support online completions and Assisted Digital service.

People who are not confident or do not have access to the internet can go to their nearest centre to get help with accessing the online questionnaire. They'll be located in trusted places within communities, so people can get the help they need as part of their daily routine.

5.10 Support local publicity and media relations activity.

Promoting of the Census 2021 in the media and through social media.

5.11 Provide local data to support quality assurance.

Identify local groups that may need to be approached in different ways when it comes to carrying out the census, community engagement and publicity. Groups include:

- non-English speakers
- faith groups
- older people
- the homeless and rough sleepers

5.12 Raise awareness of the census and encourage people to participate.

There are many ways local authorities can spread the message about the census and ultimately boost census completion. This may include publicising the census through existing communication channels, such as websites, social media, newsletters and council facilities and services.

## **6. SCHOOLS ENGAGEMENT**

6.1 As part of the campaign, the ONS will be running activities that raise awareness of the census in schools. The Council is encouraged to share these activities with our educational leads and encourage participation.

6.2 For Primary schools, “Let’s Count!” is a free, educational resource that aims to drive awareness and excitement for the census among schools and their communities and encourage census completions. The Council is aiming for 50% of all primary schools in England and Wales to take part in the programme. Lesson plans and classroom resources will be available, spanning the curriculum and across age groups. These will be available as physical resources and online downloadable resources. Lesson plans will be ready from January 2021. A competition will see pupils count things in their local area and turn them into colour displays. The winning school will get to announce the official population figures from Census 2021 and win £1,000 worth of equipment.

6.3 Secondary schools have the option to engage with the Census Secondary School programme, which is a free educational resource. It aims to encourage young people aged 11 to 18 years, and their friends and families, with the census and encourage census completion. The ONS aims to encourage at least 40% of secondary schools in England

and Wales to take part in the programme. Activities provide real-world context for young people's learning with lesson plans, a film and a competition, which link to a range of curriculum subjects, such as PSHE, maths and history. These activities are taking place between now and Census Day.

- 6.4 The ONS will also be delivering a student-focused campaign to effectively tailor census messages to students, working closely with university institutions to help raise awareness and rely heavily on digital channels where students are well represented.

## **7. COUNCILLOR SUPPORT**

- 7.1 The involvement and support of councillors will be vital to ensure a successful census in all local authority areas. As a result, the ONS have created a Councillor Handbook. This guide details the ways in which Councillors can help. The handbook will be available at <https://census.gov.uk/downloadable-resources/>

## **8 EQUALITY AND DIVERSITY IMPLICATIONS**

- 8.1 An Equality Impact Assessment is not needed because the contents of the report are for information purposes only.

## **9 CONSULTATION**

- 9.1 There are no consultation requirements, with the exception of internal service dialogue.

## **10 FINANCIAL IMPLICATION(S)**

- 10.1 There are no financial implications aligned to this report

## **11 CONCLUSION**

- 11.1 The 2021 Census will provide an array of valuable information, which will enable the local authority to plan and develop local services, as well as affecting the level of funding that we receive from Central Government. It is therefore important that the Census achieves full geographical coverage across Rhondda Cynon Taf and that the local authority assists the Office for National Statistics in their planning arrangements, as outlined in report.





## RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

### CABINET

14<sup>TH</sup> JANUARY 2021

### CORPORATE PARENTING BOARD ANNUAL REPORT 2019/20

#### REPORT OF THE SERVICE DIRECTOR, DEMOCRATIC SERVICES AND COMMUNICATION IN DISCUSSION WITH THE RELEVANT PORTFOLIO HOLDER, COUNCILLOR CHRISTINA LEYSHON.

**Author:** Hannah Williams, Council Business Unit

#### **1. PURPOSE OF THE REPORT**

- 1.1 The purpose of the report is to provide the Cabinet with the Annual Report of the Corporate Parenting Board for the Municipal Year 2019/20.

#### **2. RECOMMENDATIONS**

It is recommended that the Cabinet:

- 2.1 Provide comment as appropriate on the Annual Report (which is attached at Appendix 1 to the report).

#### **3. REASONS FOR RECOMMENDATIONS**

- 3.1 Under the Leaders Scheme of Delegation (the 3A) the Corporate Parenting Board, comprising of a cross party membership was formed to take the lead in ensuring that the Council fulfils its responsibilities as corporate parent's to children who are looked after and formulate Council policy in respect of children who are looked after and children in need.
- 3.2 As part of the Board's Terms of reference, the Board must report its work to the Cabinet and it has been agreed that this will take the form of an Annual Report.

#### **4. BACKGROUND**

- 4.1 The first Annual Report for the Corporate Parenting Board was produced for the 2015/16 Municipal Year.

- 4.2 The content of the report acted as a useful basis for a number of upcoming topics, which the Members felt needed particular attention in the 2016/17 Municipal Year.
- 4.3 This is the fifth Annual Report of the Corporate Parenting Board, which provides a summary of the role and work of the Board undertaken in the 2019/20 Municipal Year. The report is attached at Appendix 1.
- 4.4 On 16<sup>th</sup> July 2020, the Corporate Parenting Board approved the Annual Report for the 2019/20 Municipal Year.
- 4.5 To continue what is considered to be a positive synergy between the Board and the Council's Scrutiny Committees, the Annual Report was presented to the Children & Young People Scrutiny Committee on the 13<sup>th</sup> January 2021 for information.

## **5. THE WORK OF THE CORPORATE PARENTING BOARD 2019-20**

- 5.1 Due to the COVID-19 pandemic, a number of scheduled meetings of the Corporate Parenting Board were cancelled during the year and as such, a number of the reports detailed within the work programme were postponed to the following Municipal Year. Members recognise the importance of Children's Social Services and were assured that officers continued to carry out their roles effectively.
- 5.2 Despite the circumstances, the Corporate Parenting Board considered the following vast range of reports, which led to challenging discussions:
- Overview of the Community Wellbeing and Resilience Service
  - New Operating Model for Young Carers
  - Independent Reviewing Officer Report
  - CIW Inspection Update
  - Regional Fostering Update
  - Pupil Deprivation Grant Update
  - Cwm Taf Statement of Intent for Children and Young People: 'A Shared Regional Strategy for Supporting Children, Young People and Families'
  - 'Carn Ingli' New Residential House Update
  - Miskin Annual Report
  - Vale, Valleys & Cardiff Regional Adoption Annual Report
  - RCT Placement Commissioning Strategy
  - Implementation of the Bright Spots Survey Findings
- 5.3 The Corporate Parenting Board have developed a robust and varied [Work Programme](#) for the 2020-21 Municipal Year, to continue good practice and to enhance transparency. Members will also have the

opportunity to raise any matters that they would like to add to the programme during the year.

5.4 The following key elements of focus were agreed by the Corporate Parenting Board for the 2020-21 Municipal Year:

- To continually review the Regular Performance Data
- To further interact with young people
- To welcome further training opportunities
- To review the progress of the Two Sides website
- To strengthen the link with the Council's Scrutiny Committees

## **6. EQUALITY AND DIVERSITY IMPLICATIONS**

6.1 An Equality Impact Assessment is not needed because the contents of the report are for information purposes only.

## **7. CONSULTATION**

7.1 There is no consultation required for this report.

## **8. FINANCIAL IMPLICATION(S)**

8.1 There are no financial implications aligned to this report.

## **9. LEGAL IMPLICATIONS OR LEGISLATION CONSIDERED**

9.1 The report has been prepared in accordance with Rhondda Cynon Taf County Borough Council's constitution.

## **10. LINKS TO THE COUNCILS CORPORATE PLAN / OTHER CORPORATE PRIORITIES/ FUTURE GENERATIONS - SUSTAINABLE DEVELOPMENT.**

10.1 The work of the Corporate Parenting Board links directly to the Council's Corporate Plan priority – 'Rhondda Cynon Taf's Children will receive a great start in life...'

10.2 In respect of the Well-being of Future Generations Act, the work of the Corporate Parenting Board meets the Five Ways of Working:

### **1. Working together with other partners to deliver objectives**

The Corporate Parenting Board considers reports and presentations from various service areas of the Council. Members are aware that a number of partners and areas must contribute to tackle the range of

different issues, which young people may experience, such as mental health, education and budgeting.

## **2. Involving those with an interest and seeking their views**

The Corporate Parenting Board provide looked after young people and care leavers in RCT with the opportunity to attend meetings and have their voice heard. It allows them to promote their life experiences at a strategic, policy and legislative level and provides Members with the chance to hear first-hand experiences.

## **11. CONCLUSION**

- 11.1 The Corporate Parenting Board Annual report outlines the work of the Board in the 2019/20 Municipal Year and features the priority areas the Board will consider in the future ensuring that the Council provides continuous improvement to the services that it delivers for its children and young people within the Looked After System.

RHONDDA CYNON TAF  
**CORPORATE PARENTING BOARD**  
ANNUAL REPORT  
2019/20

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**RHONDDA CYNON TAF**



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# FOREWORD

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**Councillor Christina Leyshon**  
**Cabinet Member for Children's Services**  
**Chair of the Corporate Parenting Board**

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The concept of Corporate Parenting was introduced in 1998 by the then Secretary of State for Health, Frank Dobson, who outlined the duties of members towards Children who are Looked After: *"For children who are looked after, your council has a legal and moral duty to try to provide the kind of loyal support that any good parents would give to their children...you should do your utmost to make sure that those children in public care get a good start in life..."*

It is with great pleasure, that I present to you the Corporate Parenting Board Annual Report, which provides a summary of the role and work of the Board undertaken in the 2019/20 Municipal Year.

The Council as a whole shares the 'Corporate Parenting' responsibility and all Elected Members must be proactive within their own remit. The Corporate Parenting Board is the principle place within the Council for a select few cross-party Elected Members and officers to meet on a regular basis as critical friends, to support, challenge and strive for stronger collaborative working to ensure the best possible outcomes for the children and young people who are looked after in our communities. The environment in which the Corporate Parenting Board conducts its meetings, is non-judgemental and allows for both officers and Members to freely voice their opinions to ensure the correct decisions are made in relation to such a key service area.

It is essential that as Corporate Parents, we do not become complacent and continually strive to improve the services that we deliver. Through emotional and academic support, we will remain united to ensure that our children and young people

feel happy, safe and in control of their lives and are able to overcome the barriers they face.

During the 2019/2020 Municipal Year, the Corporate Parenting Board have considered a vast range of reports, which often resulted in challenging debates. However, along with the challenge, it is important to note that we have been overwhelmed by the positive outcomes and success stories of our children and young people, which is a credit to the staff who work tirelessly to continuously improve the services we provide.

Unfortunately, due to the COVID-19 outbreak, the last two meetings of the Corporate Parenting Board were cancelled and as such, a number of the reports detailed on our work programme were postponed to the following Municipal Year. We all recognise the importance of Children's Social Services and are assured that our officers continue to carry out their roles effectively.

I will conclude by echoing our continued aspiration, which is to see the day that every child is treated with love and respect and where no child is taken into care. We are fully aware of the rising numbers of Children Looked After on both a National and Local level but our commitment as Corporate Parents is to ensure that the children and young people of Rhondda Cynon Taf are safe from harm and given the care and support that they deserve, regardless of numbers. I would like to take this opportunity to extend my thanks to all Members of the Corporate Parenting Board, both new and longstanding; and, of course, to the officers who continue to work hard and have been integral in stimulating robust discussion at our meetings.

A handwritten signature in black ink, appearing to read 'C. Leysha', is centered on the page. The signature is written in a cursive style with a large initial 'C'.



# WHAT IS THE CORPORATE PARENTING BOARD?

*“As Councillors, you have a major role to play in ensuring that those children who are cared for by your council have the best care that they can possibly receive...the duty on you is to do all you can to ensure these children can be the best they can be.” Keith Towler, Children’s Commissioner for Wales, 2009.*

The role of the Corporate Parenting Board (CPB) is to ensure that the Council is fulfilling its corporate duties towards Children Looked After (CLA). The Board was established to monitor, challenge and develop areas within the Children’s Services to ensure the best outcomes for our children and young people.

Every child should be happy, healthy and safe; they should be provided with support for them to thrive and achieve their goals; and they should be open to developing emotionally and socially. It is our duty, as Corporate Parents, to ensure that the children and young people who enter our care system are given these opportunities.

Our vision will:

- Result in better outcomes and life experiences for children looked after
- Compensate for any disadvantage they experience
- Improve the Council’s performance
- Produce lower costs to the Council in caring for children

## MEET THE CORPORATE PARENTING BOARD



Councillor C Leyshon  
(Chair)



Councillor G Hopkins  
(Vice Chair)



Councillor J Rosser



Councillor R Yeo



Councillor E Griffiths



Councillor S Rees-Owen



Councillor J James



Councillor S Rees

## TERMS OF REFERENCE

- ✚ To take the lead in ensuring that the Council fulfils its responsibilities as corporate parent to children who are looked after and formulate Council policy in respect of children who are looked after and children in need.
- ✚ To ensure that all Groups and divisions within the Council work together in order to promote best outcomes for children who are looked after and children in need.
- ✚ To promote effective relationships with key partner agencies in the best interests of children who are looked after and children in need.
- ✚ To monitor the implementation of the Action Plan arising from the Best Value Review of Services to children looked after, in addition to monitoring outcomes for children looked after and children in need.
- ✚ To consider the outcomes and promote positive learning practices following consideration of Child Practice Reviews
- ✚ In accordance with HMIP to routinely review the offending rates of CLA by gender to ensure that the Corporate Parenting Board understand patterns of offending by girls and are able to take actions to address where necessary.
- ✚ To consider the impact of relevant other systems/agencies (e.g. health, courts, schools) and see how these could be improved.
- ✚ To seek the views of children looked after - the advocacy service will be asked to facilitate.
- ✚ To invite representatives from other agencies to attend as appropriate.
- ✚ To report directly to Cabinet through an Annual report of the Board.

### CROSS PARTY MEMBERSHIP:

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- Cabinet Member for Children's Services (Chair),
- Cabinet Member for Adult Community Services and the Welsh Language (Vice Chair)
- Cabinet Member for Education & Inclusion Services,
- The Chair of the Children & Young People Scrutiny Committee,
- One Member from the Largest Opposition Party,
- One Non Executive Member of the ruling group,
- One Member of the Council not from the ruling group or the majority opposition group.
- Tros Gynnal Plant (TGP) Cymru is also invited to attend the meetings. This enables both TGP Cymru and Children Services to discuss issues that affect service delivery in the community on a strategic level and to work in partnership to provide improved and better outcomes.

## THE OFFICERS WHO SUPPORT THE CORPORATE PARENTING BOARD ARE:

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- Group Director, Community & Children's Services
- Service Director, Children's Services
- Head of Inclusion Services
- Head of Legal Services
- Head of Safeguarding and Support
- Head of Looked After
- Customer Feedback, Engagement and Complaints Manager
- Senior Executive & Regulatory Business Officer
- Other officers depending on the business of the meeting.

## VISION

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The role of the corporate parent is to seek for children in public care the outcomes every good parent would want for their own children. The local authority has a legal and moral duty to provide support to the children it is responsible for looking after.

All Elected Members must be confident that the children who are looked after within RCT:

- Are safe.
- Have good homes in a secure and caring environment.
- Are placed within the local authority area, close to their homes and communities, as far as is possible.
- Have decent schooling.
- Are not being drawn into antisocial behavior.
- Are healthy.
- Are developing socially and emotionally.
- Are provided with help to cope with the problems they have in growing up.
- Are prepared for their transition to adulthood.
- Have ambitions for themselves.
- Are helped to achieve to the maximum of their ability.
- Have high aspirations and are able to show pride in their achievements
- Are provided with support to cope with their failures.

# CHILDREN LOOKED AFTER IN RHONDDA CYNON TAF

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As at the 31<sup>st</sup> March 2020, there were a total of 717 children and young people within the Local Authority's care.

The reason children become looked after throughout the country, cannot be based solely on a singular reason. The reasons are complex and include a dynamic interaction of factors including neglect, abuse and childhood trauma, as well as factors connected to the way the local area organises and deploys its services to vulnerable children and families. Rhondda Cynon Taf has some of the most deprived communities in Wales and it is, therefore, impossible to determine an 'appropriate' number for the rate of children becoming looked after.

Age Band	Total
0-3	129
4-7	128
8-11	164
12-14	137
15	49
16	44
17	66
<b>Total</b>	<b>717</b>

Children Looked After remains a key priority and the Council continues to strive for a safe reduction in Children Looked After numbers and to deliver the best possible outcomes for the children and young people of our County.

March 2020 figures show that the largest number of children looked after within RCT were between the ages 8 and 11.

Gender	Total
Female	303
Male	414
<b>Total</b>	<b>717</b>

The Gender figures show that there were 111 more males than females within RCT care, which is consistent with the figures from March 2019, where there were 80 more males than females.

The below tables outline March 2020 Placement Type Data in comparison to the same data from March 2019:

#### Children Looked After by Placement Type

Placement Type	Total as at 31/03/2020	Total as at 31/03/2019
Independent Sector Foster Placement	161	158
RCT Foster Carers	161	171
RCT Relative Foster Carers	233	204
Placed For Adoption	22	24
Placed With Parents	70	60
Education Placement	1	1
Other Lodgings	6	10
Independent Sector Residential Sector	53	33
RCT Residential Care	10	12
Secure	0	1
<b>Total</b>	<b>717</b>	<b>674</b>

It is recognised that each young person placed within our care has a plethora of different needs and that although a specific placement work for one young person, it may not be suitable for another.

The 2020 and 2019 data evidence are largely similar and show that the majority of children and young people in Rhondda Cynon Taf are placed in foster placements, and in particular, with Relative Foster Carers.

Where safe and possible to do so, children and young people are placed with their parents. In 2020, placements with parents totalled 70 in comparison to the 60 in 2019.

# WORK OF THE CORPORATE PARENTING BOARD

Among other updates, the Corporate Parenting Board remain committed to the work programme, which consists of regular visits and updates in respect of certain aspects of the Children’s service area. These regular updates allow us to continually review data, progress and outcomes; along with having first hand experiences with our staff, young people and service users.

## FRONTLINE VISITS

The Corporate Parenting Board has established a systematic process for ensuring that regular visits are undertaken to the frontline teams in Children’s Services to ensure that we continue to meet high standards. This practice is consistent with both recommendation 41 of the Victoria Climbié report and with a previous CIW safeguarding inspection report recommendation.

<u>Location</u>	<u>Team</u>	<u>Date</u>	<u>Attendees</u>
Tonypandy Office	West Intensive Intervention Team	10am Wednesday 18 <sup>th</sup> September, 2019	Cllr Leyshon Cllr Yeo
Ty Trevithick Office	East Intensive Intervention Team	10am Wednesday 16 <sup>th</sup> October, 2019	Cllr Leyshon
Glyncornel	Glyncornel	10am Wednesday 29 <sup>th</sup> January, 2020	Cllr Leyshon Cllr Rosser
Tonypandy Office	West & East Enquiry & Assessment Team	10am Wednesday 15 <sup>th</sup> January, 2020	Cllr Rosser Cllr Griffiths
Ty Trevithick Office	Childcare, Play & Youth Services	10am Wednesday 5 <sup>th</sup> February, 2020	Cllr Leyshon Cllr Rosser Cllr Griffiths
Ty Catrin	Ty Catrin	11:30am Wednesday 11 <sup>th</sup> March, 2020	Cllr Leyshon Cllr Rosser

The Children's Services area within the Council is huge and has a number of different teams who work tirelessly to excel in their remit. The above visits were organised to provide each of the Board members with an opportunity to meet with each of our teams and to hear firsthand of both the achievements and the pressures placed upon them. It provides us with a great opportunity to gain a better understanding of the day-to-day work carried out and the goals and improvements needed within each area.

Once again, the Corporate Parenting Board would like to take the opportunity to extend its gratitude to the management and staff for providing us with a warm welcome and giving us time out of their busy schedules. I think we can all agree that we learn something from the informal style visits, which gave us the chance to have various open discussions with one another. Furthermore, the sheer amount of knowledge, commitment and enthusiasm shown by the staff was humbling and gives the Corporate Parenting Board the assurance that our children and young people are in safe hands.

In the 2020/21 Municipal Year, the Corporate Parenting Board hope to continue making these vital visits to our teams.

## **REGULATION 73 REPORTS**

Regular updates are presented to the Corporate Parenting Board in respect of the current position of the residential Children's Homes and respite service. The reports are exempt to ensure that the Board receive a detailed picture of the goings on at each home, and are inclusive of case studies, which inform us of the everyday challenges faced by our hardworking staff, any areas of concern and, of course, the wellbeing of the children who occupy the homes.

In November 2019, a new residential home 'Carn Ingli' became operational and as such, the Corporate Parenting Board received regular updates on its progress.

Each of the reports received during the Municipal Year, provided the Corporate Parenting Board with honest and reliable feedback from the young people who occupy the homes and further insight into the particular challenges associated with looking after and trying to develop young people who have been disadvantaged. It was pleasing to note that robust action plans and careful risk management planning had been established to ensure the necessary improvements.

Once again, it was evident to see from the updates, that our staff continue to carry out an excellent job by ensuring that our young people are provided with a high standard of support and safe placements.

## **SOCIAL SERVICES COMPLAINTS AND COMPLIMENTS**

An integral role of the Corporate Parenting Board is to receive quarterly updates in respect of the operation and effectiveness of the statutory Social Services complaints procedure. At each meeting, we monitor the number of complaints received, the nature of the complaints and any lessons learnt, along with noting those enquiries received from Elected Members, A.M's and M.P's.

The importance of feedback from those who use our services is invaluable to the Corporate Parenting Board as it allows us to better understand the service, note the improvements that are needed and just as importantly, note the vast amount of compliments received for our hardworking staff.

Once again, the reports received during the year were transparent and full of detail; and our questions were always responded to by the officer. The Board noted that there were still complaints dealt with outside of the statutory timescale, but were pleased to note that the issues were resolved to a high standard. It was also pleasing to note that the service was continued to be used by A.M and M.P colleagues, which builds upon the already strong relationship with our officers.

During the year, a steady flow of compliments were received in relation to the various departments from the service users. The Corporate Parenting Board acknowledge that the compliments are often overlooked and not recorded by staff, but would like to encourage staff to note the positive responses in the future.

## **ADVOCACY**

In the 2019/20 Municipal Year, Tros Gynnal Plant (TGP) Cymru were appointed as the Local Authority's new advocacy service. TGP have since attended their first few Board meetings and have already contributed greatly to discussions. The reports clearly broke down the issues by age, gender, referral source and issue type, which is interesting for the Corporate Parenting Board to monitor the various trends and compare to previous quarters.

The Corporate Parenting Board look forward to TGP's attendance at future meetings to present their quarterly updates on advocacy, which will strengthen the link between the two services and provide improved outcomes for the children and young people in RCT.

[More information on the services provided by Tros Gynnal Plant \(TGP\) Cymru can be found here.](#)



# UPDATES TO THE CORPORATE PARENTING BOARD

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Alongside the regular work programme, which includes statutory items, the Board receive updates and annual reports where necessary. The Board welcome information in respect of the exciting new initiatives within Cwm Taf, reviews into the service areas and the opportunity to have a positive impact on the lives of the children and young people within our care.

## COMMUNITY WELLBEING AND RESILIENCE SERVICE

In November 2017, the Cwm Taf Public Services Board (PSB) agreed to work with the Welsh Government to undertake a joint collaborative approach to redesigning Early Years arrangements across Cwm Taf. The aim of the work was to reconstruct the Early Years and Flying Start service, to create an integrated delivery model.

As such, the Corporate Parenting Board were fortunate enough to receive an overview of Rhondda Cynon Taf's Community Wellbeing and Resilience Service, which was developed in conjunction with the PSB's vision.

The Corporate Parenting Board welcomed the changes and were supportive of a service which promotes early intervention and prevention, in addition to supporting children returning to their families.

Furthermore, Members were pleased to learn that the service moves away from the delivery of services that are determined by geographical postcodes to a model that promotes universal access to services for all families in RCT.

In the 2020/21 Municipal Year, the Corporate Parenting Board would welcome a further update in respect of the service.

[A copy of the PowerPoint presentation can be found here.](#)

## YOUNG CARERS OPERATING MODEL

In conjunction with the Social Services and Wellbeing Partnership, a Regional Partnership Group had overseen the development and implementation of a Carers Strategy. As a result, a Blueprint had been identified, which sought to outline what a comprehensive carers service should look like and whilst Rhondda Cynon Taf had a good record for supporting carers there were also some areas identified for improvement. As such, a carers review was undertaken, led by the Carer's Support Project, which considered the wider implications of the SSWB Act.

The Corporate Parenting Board praised the hard work, which was put into the review and were pleased to learn of the following positive outcomes of the Carers Support Project review, which will seek to:

- improve the experience for carers in Rhondda Cynon Taf, particularly young carers who will now receive the statutory IAA, assessment; support planning and review within the new Children's IAA service;
- strengthen the leadership capacity across the Council to address carers issues, rights and entitlements;
- continue the service delivery within the Carers Support Project; and
- Deliver the Blueprint carers offer

In particular, the Corporate Parenting Board were pleased to note that as a result of the review, the profile of young carers and awareness of their pressures would be raised.

In the 2020/21 Municipal Year, Members would welcome the opportunity to meet a young carer and hear of their experiences first-hand.

## INDEPENDENT REVIEWING OFFICER UPDATES

The Social Services and Well-being (Wales) Act 2014 (referred to as the SSWB Act) and the Care Planning, Placement and Case Review (Wales) Regulations 2015 and 16 (referred to as the CPPCR Regulations) provide legislation and guidance pertaining to the role and functions of an Independent Reviewing Officer (IRO). The Adoption and Children Act 2002 requires the Local Authority to appoint Independent Reviewing Officers to conduct reviews for Children who are Looked After and monitor the Local Authority's performance in relation to implementing the care plans for individual children. As such, regular reports are presented to the Board to monitor the activities of the IRO service.

During the Municipal Year, Members were pleased to learn that a key priority of the service was the continuing emphasis on the child being at the centre of the Reviewing process, meaning that the IRO prioritises seeking the child's views, ensuring that the child and family understand the Care and Support Plan, and monitoring the progress of the Care and Support Plan in between review meetings.

The Corporate Parenting Board were also informed that the team were committed to strengthening links with the newly appointed Advocacy Providers and although the Board were disappointed that they were unable to receive an update of the Two Sides website, officers were able to assure them that the development was ongoing.

## **CARE INSPECTORATE WALES UNANNOUNCED INSPECTION**

The Corporate Parenting Board received an update in respect of the Care Inspectorate Wales (CIW) unannounced inspection at Beddau Community Respite Home, which took place on 7<sup>th</sup> August 2019.

The inspection process involved an unannounced visit to the home, where individual meetings are held with the young people and staff. The report detailed the findings in relation to the well-being of the young people, the care and support provided, the environment, leadership/management and the recommendations for improvement.

The Corporate Parenting Board was humbled to learn that CIW found the staff to be caring and nurturing to the young people. Members were pleased that the report identified the staff's commitment to encouraging the young people to partake in social and leisure activities, whilst dedicating time to their family and education. Furthermore, within the report were areas identified for improvement such as specific training for staff.

As ever, the Corporate Parenting Board welcomed the report as it highlighted areas of good practice and the areas required for improvement and development within the RCT residential children's home. In 2020/21, Members encourage unannounced inspections by the CIW as it is essential to receive independent feedback, which minimises complacency and ensures that the high standards are continued to be met.

## REGIONAL FOSTERING UPDATE

The Corporate Parenting Board were provided with information on the recruitment and retention of foster carers and the changes to the operational delivery within fostering recruitment.

Members were informed of the three key messages of the service, which were promoted by the increase of paid social media, fostering events and content generation, i.e. videos and stories:

- Availability of placements, better matched to you;
- Links to Child's Social Worker/ Team around the Child; and
- Not for profit

Members were particularly pleased to note:

- That the 'Regional Front Door' collaborative project had launched in April 2019, between Rhondda Cynon Taff County Borough Council and Merthyr Tydfil County Borough Council to enhance the service provided to the public;
- The Regional Fostering website and its addition of a modern point of contact for members of the public wishing to enquire about fostering services within the two Local Authorities;
- The addition of a dedicated recruitment telephone line, hosted by RCT customer care centre, which allows for numerous points of contact for potential applicants; and
- That there had been significant improvements evidenced in respect of response times from initial enquiry to both follow up recruitment calls and initial visits.

During the meeting, discussions ensued around the daily recordings of significant events for the young person, which a foster carer must submit as part of their duty. Members agreed that it would be beneficial to modernise the service to allow the foster carer to submit this electronically.

In the next Municipal Year, the Corporate Parenting Board would welcome a further update in respect of the progress made by the Regional Fostering Network and further information on the core offer for Local Authority foster carers.

## PUPIL DEPRIVATION GRANT

The Corporate Parenting received an overview of the Pupil Development Grant by the Regional Lead PDG CLA Central South Consortium, along with an update on the school cluster model by the Deputy Principal Educational Psychologist.

Members were provided with a detailed presentation, which outlined the Central South Consortium's vision, which was for every CLA to have the right to provision and support to enable them to fulfil their potential. She went on to speak of the key priority, which was to reduce exclusions, which often lead to bigger problems in the future; and the need for teachers to understand the reasons behind the child's behaviour.

Members were also informed of the various areas of training, which had been successful across clusters. These included, but were not limited to, play and lego therapy, trauma training, ELSA/Thrive training, relationship based training and training in relation to adverse childhood experiences and attachment issues.

In respect of CLA Friendly Schools, Members acknowledged the importance of all schools becoming CLA friendly in readiness for the potential of a vulnerable young person attending in the future. The Board were pleased to note that 14 RCT schools had achieved the Quality Mark, with 5 schools attaining gold and 9 schools attaining platinum awards. A further 12 schools within RCT would be undertaking the Quality Mark for the academic year 2019/20.

In the next Municipal Year, the Corporate Parenting Board would welcome a further updates on the Pupil Deprivation Grant. The Board are particularly interested in the progress of CLA Friendly Schools and the training opportunities provided by the Central South Consortium.

## **CWM TAF REGIONAL STATEMENT OF INTENT FOR SUPPORTING CHILDREN, YOUNG PEOPLE AND FAMILIES**

The Corporate Parenting Board were provided with an update on the Cwm Taf Statement of Intent for Children and Young People: 'A Shared Regional Strategy for Supporting Children, Young People and Families'.

Since the Statement of Intent was approved, the Children and Young Persons Group had become well established; meeting regularly to work more effectively together, to commission and deliver services and to ensure that the voice of children and their families are embedded within any processes or systems developed.

The Board learned of the following regional priorities, which had been identified to better meet the needs of children and young people with complex needs:

- Regional Commissioning Opportunities
- Emotional Wellbeing

Members were particularly pleased to note that the robust pathway to improve the mental health had been identified as an area for action, as it was chosen by the young people themselves. Both the Corporate Parenting Board and the Children and Young People Scrutiny Committee have continuously raised concerns in respect of the mental health provision available for our young people to access.

## **NEWLY ESTABLISHED RCT CHILDREN'S HOME CARN INGLI**

During the year, Members were fortunate enough to be provided with an update in relation to Rhondda Cynon Taf's newly registered Children's Home, following work throughout 2018/2019, to source an appropriate property, refurbish the home to a high standard and gain Registration with CIW to begin operating.

The home was established to look after 2 children and young people, between the ages of 8 -18 at any one time. Members were informed that the staff team would be trained in Trauma Informed practice to ensure that all young people moving into the home experience a high standard of care, which is sympathetic to their needs and experiences. Placements would be

time limited up to 3 months, and will aim to ensure that all children and young people move on successfully to an appropriately assessed alternative.

The report included various photographs of the furnishings and the effort put into the home by all. Members were particularly pleased with the room layouts, which assured staff could monitor the use of social media, without being obstructive to the young people's social time.

## ANNUAL UPDATES TO THE CORPORATE PARENTING BOARD

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### MISKIN ANNUAL REPORT

The Corporate Parenting Board were provided with an update in respect of the work undertaken by Miskin between April 2018 to end March 2019, which consisted of various informative case studies for Member consideration.

The Board were presented with a summary of referrals, which identified the age and gender demographic, which did not appear to change significantly in comparison to previous years; and the accommodation status following intervention.

Members noted that there had been a year on year rise in the numbers of referrals that had met Miskin criteria and which had been accepted and worked with. Members were pleased to learn that the team had been integrated in to the Miskin older teams which has enabled them to further maximise their capacity and support offered to children and families.

Once again, Members were complementary of the staff for their hard work, acknowledging that the service plays a vital role in preventing children coming into care.

## VALE, VALLEYS & CARDIFF REGIONAL ADOPTION ANNUAL REPORT 2018-19

Vale, Valleys and Cardiff Adoption Collaborative (VVC) provides a regional adoption service to the Vale of Glamorgan Council, Merthyr Tydfil County Borough Council, Cardiff Council and Rhondda Cynon Taff County Borough Council. VVC is one of the five regional Collaboratives which form part of the National Adoption Service in Wales (NAS). All adoption services are required to provide an annual review of their service as set out in Regulation 22 of the Local Authority Adoption Service (Wales) Regulations 2007.

ALSO CONSIDERED BY  
THE CHILDREN &  
YOUNG PEOPLE  
SCRUTINY COMMITTEE

[CLICK HERE](#)

During the meeting, Members learned of the following:

- There had been 259 enquiries from prospective adopters in total for the year 2018-19;
- That 46% of children were recorded as having life journey materials at the second adoption review;
- The number of children referred for adoption totalled 218, which marks a decrease on the previous year; and
- That 100 children had been placed for adoption during the year, a 16% increase on the previous year.

Members were informed of the Welsh Government grant of £2.3M, which had been awarded to the VVC to improve the provision of adoption services in Wales. The grant would be allocated to initiatives such as improving life journey work and pre-settlement support to families.

Members noted that the report evidenced a 7% increase on the previous year for enquiries from prospective adopters, which evidenced positive progress following the successful recruitment of the Marketing and Recruitment Co-ordinator in August 2018.

Members were particularly pleased to note that the VVC had appointed a marketing officer to specifically work on increasing the number of adopters in the region.

Members value the service and feel that it is important to have sight of and review its progress. In the next Municipal Year, the Corporate Parenting Board hope to see more marketing focus on RCT, as it was felt that there was more focus on the Vale of Glamorgan.



Members also hope that the 'Life Journey Letters' process is refined to ensure it is a more timely and integral part of the work, following the appointment of the Senior Adoption Practitioner.



# SCRUTINY AND THE CORPORATE PARENTING BOARD

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## RCT PLACEMENT COMMISSIONING STRATEGY MAY 2019 - APRIL 2022

Members were presented with the RCT Placement Commissioning Strategy from May 2019 to April 2022. The Strategy outlined the priorities for the development within the placement service and our external commissioning up to 2022. It sought to provide insight into the current services and identify the priority areas.

The priority areas were as follows:

- Recruit more foster carers able to meet the more complex needs of children and young people;
- Provide more in house residential placements within the local area to meet needs;
- Provide better support packages to carers to encourage them to apply for Special Guardianship Orders rather than be kinship foster carers;
- Provide a range of accommodation for 16+ and care leavers;
- Improve our commissioning processes for external placements including integrated commissioning with key partners; and
- Develop a reunification model to return young people safely to their family members.

At the meeting, the Corporate Parenting Board were informed that the report had been presented to the Council's Children and Young People Scrutiny Committee and were provided with an overview of their colleague's observations in respect of out of County placements and unplanned placements.

In addition to the Scrutiny Committee, the Corporate Parenting Board was happy to endorse the Strategy.

The minutes of the Children and Young People Scrutiny Committee can be found [here](#).

## IMPLEMENTATION OF THE BRIGHT SPOTS SURVEY FINDINGS

In 2018, RCT Children Services supported children who were looked after to complete the Your Life, Your Care Survey. The survey had been developed through the Bright Spots Programme to measure the well-being of children looked after.

Following the survey, the following areas of improvement were identified:

*‘Social workers need to:*

- *Ensure that children and young people understand who they are.*
- *Work with children and young people to involve them in decisions.*
- *Explain to every child why they are in care and regularly review this with them to establish if they would like more information.*
- *Continue to communicate with schools to identify and help children who feel bullied at school and those who feel that they do not have a good friend.*
- *Give carers further training in therapeutic parenting.*
- *Consider not just organised activities but contact with nature when reviewing opportunities to have fun/hobbies*
- *Regularly review contact plans taking into account children and young people’s wishes and feelings*
- *Be aware of gender difference and give opportunities to young people (11-18 years) to build self-esteem and a positive self-image.’*

Members spoke of the importance of involving young people in decisions and ensuring that their voices are heard; and were pleased to learn that the areas identified had been incorporated into improvement plans, all with the aim of improving the care experience and well-being of children looked after and care leavers.

The Board were pleased to note that the survey would be undertaken every two years as part of the performance framework. Members would welcome a further update in the future and the opportunity to compare data.

The minutes of the Children and Young People Scrutiny Committee meeting can be found [here](#).

# THE CORPORATE PARENTING BOARD – MOVING FORWARD

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In the 2020/21 Municipal Year, the Corporate Parenting Board will develop a robust work programme and wish to consider the following:

## REGULAR PERFORMANCE DATA

Regular performance data allows Members to effectively analyse key areas, recognise the achievements; determine ways to further improve and enhance the services we provide; and to compare RCT's performance to previous years and other Local Authorities.

It is essential that the Corporate Parenting Board regularly receive the qualitative data and statutory updates at each meeting, in order to closely monitor progress:

- ✚ Regulation 73 Reports
- ✚ Complaints & Compliments
- ✚ Advocacy Updates
- ✚ CIW Inspections reports in relation to the four Children's Homes

The Corporate Parenting Board would like to receive annual updates on the following reports:

- ✚ Miskin
- ✚ Youth Offending Service
- ✚ Vale, Valleys & Cardiff Regional Adoption Annual Report
- ✚ Registered Childcare Provision
- ✚ Independent Reviewing Officer Reports
- ✚ Educational Outcomes
- ✚ Young Carers Annual Report

## INTERACTION WITH OUR YOUNG PEOPLE

In our work programme for the Municipal Year, we were due to receive a visit from the RCT Forum. The RCT Forum provide looked after young people and care leavers in RCT with opportunities to have their voice heard and to enable their life experiences to contribute at a strategic, policy and legislative level both locally and nationally.

Due to COVID-19, the meeting with the RCT Forum was cancelled for the safety of all. As such, Members were incredibly disappointed to not meet with any young people during the year and feel their presence is key for 2020/21.

Members enjoy the opportunity to hear first-hand of the successes and achievements; and acknowledge that is equally as important to hear of their concerns or suggestions for improvements. Not only is it important for Members, but it is the Board's duty to show the young people that they are listened to and supported.

## **TRAINING OPPORTUNITIES**

The Corporate Parenting Board welcome further training opportunities during the next Municipal Year. This would be useful for any new Members, and refresher training is always welcomed by the longstanding Members, in order to further strengthen our role.

## **TWO SIDES WEBSITE MONITORING**

As the Board was unable to receive its regular update in respect of the Children Looked After Website 'Two Sides', it is essential that a demonstration of the progress is provided early in 2020/21.

It is clear that we are living in an age, in which the internet is an integral part of the lives of many and now more than ever, it is essential that our website is a useful resource to provide important information about the services and support available.

In 2018/19, Members spoke positive of the website and were informed of a number of exciting developments due to be implemented. At the time, the young people felt that it lacked various opportunities, wasn't well publicised and was considered to be dated. The young people felt that in order to increase its use, it would need to be more interactive and modern in appearance, with less text.

In 2020/21, Members look forward to see the progress of the content, appearance and accessibility of the website and receive an update on the views of the young people.

## **STRENGTHENING THE LINK WITH SCRUTINY**

The Corporate Parenting Board's link with the Council's Scrutiny Committees is invaluable and as always, the Board strives to build upon this. The Corporate Parenting Board membership comprises of the Chair of the Children & Young People's Scrutiny Committee, who successfully takes it upon herself to update on any work taken forward by the Committee and recommend any pieces of work that the Board may find useful.

In the Corporate Parenting Board's 2019/20 Annual Report, it was stated that it would be beneficial if its reports outline the general discussions and thoughts of Scrutiny, in order to aid transparency and to allow Members to build upon the in depth discussions that have already taken place in Scrutiny. The Corporate Parenting Board has started to witness these changes being implemented into its reports and feels it has been beneficial in maximising resources and avoiding the duplication of discussions.

In 2020/21, the Corporate Parenting Board wish to see more of its reports, which have been subject to detailed scrutiny, inclusive of their feedback to continue the positive synergy.

It is also worth touching upon the meeting held between the Cabinet Members and Scrutiny Chairs and Vice-Chairs, which are held twice a year to discuss their subsequent work programmes and share ideas to improve service areas. The Chair of the Corporate Parenting Board welcomes these meetings and has sought to leave space in the 2019/20 work programme, should more reporting ideas arise from the meetings.

# CORPORATE PARENTING BOARD WORK PROGRAMME 2020-2021

A draft work programme of the Corporate Parenting Board is set out below. This is a fluid document, allowing the programme to be amended with changing priorities. The programme is based on factors highlighted within the Boards Annual Report and does not include the usual updates presented to the Board, or other items Officers deem appropriate to bring forward to the Corporate Parenting Board.

REPORT	BOARD DATE	RESPONSIBLE OFFICER
Developing the Work Programme	September, 2020	Hannah Williams
Employment, Education & Training Programmes for CLA	September, 2020	Emma Brabon (HR)
RCT Forum	September, 2020	Chris Dunn & Young Person Representative
Independent Sector Monitoring Update	September, 2020	Karen Benjamin
Children Looked After Website Advancements Presentation	September, 2020	Judith Davis/Ceri Mann
Miskin Annual Report	November 2020	Matthew Free
Vale, Valleys & Cardiff Regional Adoption Annual Report	January, 2021	Ann Batley
Pupil Deprivation Grant – evaluation of cluster based model.	January, 2021	Siriol Burford, the Central South Consortium /Hannah Bevan
Children Looked After – Educational Outcomes 2019-20	March, 2021	Ceri Jones / Kerry Webster
Youth Offending Service Annual Report	May 2021	Lyndon Lewis

Registered Childcare Provision – Annual Update	May, 2021	Jessica Allen
Young Carers Annual Report	May, 2021	Rachel Spry/Claire Williams & Young Person
Frontline Visits 2019/20	May, 2021	Chair

**Corporate Parenting Board – Frontline Visits 2020/21.**

<u>Team</u>	<u>Location</u>	<u>Date</u>
West Intensive Intervention Team	Tonypandy Office	10am Wednesday 14 <sup>th</sup> October 2020
East Intensive Intervention Team	Ty Trevithick Office	10am Wednesday 11 <sup>th</sup> November 2020
Glyncornel	Glyncornel	10am Wednesday 2 <sup>nd</sup> December 2020
West & East Enquiry & Assessment Team & the Information, Advice & Assistance (IAA) Team	Tonypandy Office	10am Wednesday 13 <sup>th</sup> January 2021
Childcare, Play & Youth Services	Ty Trevithick Office	10am Wednesday 3 <sup>rd</sup> February 2021
Youth Offending Service	Maritime Industrial Estate, Pontypridd	10am Wednesday 17 <sup>th</sup> February 2021
Ty Catrin	Ty Catrin	10am Wednesday 17 <sup>th</sup> March, 2021



# CONCLUSION

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Thank you for taking the time to read the Corporate Parenting Board Annual Report for the 2019/20 Municipal Year. The report seeks to highlight the commitment to improving the outcomes for the children and young people who are looked after in Rhondda Cynon Taf.

With the aid of a flexible work programme, the Corporate Parenting Board have considered many reports during the year, which have covered key topics ranging from education to social care. However, unlike previous years, there were few meetings of the Corporate Parenting Board due to the COVID-19 national pandemic. As a result, the Board were unable to consider all of the reports included within its work programme. Notwithstanding that, the annual report evidences that each of the meetings the Board did have, were robust and full of discussion.

In the 2020/21 Municipal Year, the Corporate Parenting Board will ensure that a full and varied work programme is set, which will focus on the above-mentioned reports, as well as any other urgent business which may occur at the time.

As always, it is essential that the meetings remain a comfortable and honest place for Elected Members, key officers and young people to come together and to challenge and improve the services provided in Rhondda Cynon Taf.

We will continue to seek the best possible outcomes for the children and young people in our care. Despite often uncertain times and the national rise in the number of children who are becoming looked after, the Corporate Parenting Board and the Council as a whole are committed to safeguarding duties.



**Councillor Christina Leyshon**  
**Chair, Corporate Parenting Board;**  
**Cabinet Member for Children & Young People**

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## RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

### CABINET

14<sup>TH</sup> JANUARY 2021

#### NATIONAL ADOPTION SERVICE WALES ANNUAL REPORT 2019-2020

#### REPORT OF THE GROUP DIRECTOR, COMMUNITY AND CHILDREN'S SERVICES IN DISCUSSION WITH THE RELEVANT PORTFOLIO HOLDER, COUNCILLOR CHRISTINA LEYSHON

**AUTHOR:** Annabel Lloyd, Service Director Children's Services

#### **1. PURPOSE OF THE REPORT**

- 1.1 The purpose of the report is to share with the Cabinet the National Adoption Service Wales Annual Report 2019-20.

#### **2. RECOMMENDATIONS**

It is recommended that the Cabinet:

- 2.1 Note the contents of the report.

#### **3. REASONS FOR RECOMMENDATIONS**

- 3.1 The report attached at Appendix 1 is the National Adoption Service for Wales Annual Report.

#### **4. BACKGROUND**

- 4.1 The National Adoption Service for Wales (NAS) was launched in November 2014 bringing all local authorities in Wales together into a unique collaboration for the delivery of adoption services.
- 4.2 The National Service establishes governance arrangements that provide national direction and co-ordination. Its broad aim is to improve and make consistent the arrangements for timely placements of children, training and assessment of adopters, adoption support and collaborative working.

## **5. EQUALITY AND DIVERSITY IMPLICATIONS**

- 5.1 This is an information report and therefore no Equality and Diversity screening is required.

## **6. CONSULTATION**

- 6.1 Consultation was undertaken by the National Adoption Service Wales in the preparation of the Annual Plan with children, young people, families, a variety of partner agencies and staff from the Regional Services.

## **7. FINANCIAL IMPLICATION(S)**

- 7.1 There are no adverse financial implications associated with this report.

## **8. LEGAL IMPLICATIONS OR LEGISLATION CONSIDERED**

- 8.1 The legal basis underpinning the National Adoption Service is the Social Services and Well-being Act (Wales) which gave Welsh Ministers the power to direct how local authorities in Wales deliver their adoption functions. This was enforced through a set of regulations, The Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 [generally referred to as the 'Directions Powers'], which require local authorities to collaborate on a set foot print to create Regional Adoption Collaborative. The primary purpose of these Directions is to ensure that effective joint arrangements are in place between local authorities in Wales for the delivery of adoption services.
- 8.2 The Authority is a member of the Vale, Valleys and Cardiff Regional Adoption Collaboration and its annual report will be brought to Scrutiny Committee during the early part of 2021.

## **9. LINKS TO THE COUNCIL'S CORPORATE PLAN/OTHER CORPORATE PRIORITIES/WELL-BEING OF FUTURE GENERATIONS ACT**

- 9.1 The provision of effective responses to the needs of children and young people is a key priority for the Council and is supported by the contents of this Annual Plan.

## **10. CONCLUSION**

- 10.1 Referrals to adoption agencies dipped during 2019-20 and there has been progress made with recruiting new adoptive parents and providing post adoption support.
- 10.2 The National Adoption Service priorities for improvement include:
- Placing more children for adoption
  - Continuing to improve adoption support

- Improve and influence legal policy and evidence framework that affects adopted children

**Other Information:-**

***Relevant Scrutiny Committee: Children and Young People***

**LOCAL GOVERNMENT ACT 1972**

**AS AMENDED BY**

**THE LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985**

**RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL**

**CABINET**

**14<sup>TH</sup> JANUARY 2021**

**NATIONAL ADOPTION SERVICE WALES ANNUAL REPORT 2019-2020**

**REPORT OF THE GROUP DIRECTOR, COMMUNITY AND CHILDREN'S SERVICES  
IN DISCUSSION WITH THE RELEVANT PORTFOLIO HOLDER, COUNCILLOR  
CHRISTINA LEYSHON**

**Background Papers**

None

**Officer to contact: Annabel Lloyd, Service Director Children Services.**



Gwasanaeth  
**Mabwysiadu** | National  
Cenedlaethol | **Adoption**  
Service

**Achieving More Together /  
Cyflawni Mwy Gyda'n Gilydd**

# ANNUAL REPORT 2019-20







# FOREWORD

This report focuses on progress, improvements, and challenges for the National Adoption Service (NAS) in 2019/20. It is being published as we emerge from the unprecedented Coronavirus pandemic which has significantly affected lives and society since the end of March 2020.

This report focuses on the year up to March 2020; we felt it important to continue with this publication while acknowledging that our next public reports will undoubtedly comment on the impact of the pandemic. This report highlights:

- the crucial importance of dynamic collaboration between Local Government, Voluntary Adoption Agencies, and the NAS Central Team to meet and deliver excellent adoption services in Wales;
- that listening and engagement with adopters, prospective adopters, children and young people continues to influence and shape the priorities for adoption services in Wales;
- the intelligent use and scrutiny of data, research evidence, and the skills and experience of the workforce continues to influence adoption service priorities; and
- the important contribution of all organisations in the NAS collaborative, statutory and voluntary adoption services working together effectively in making a positive difference to the long term futures of children.

Placing children, recruitment of adopters, continued improvement of adoption support services, have all been important activities during 2019/20. The Adoption UK Barometer of adoption services across the UK highlighted significant progress and satisfaction with the development of adoption services in Wales.

The support and financial investment by the Welsh Government during 2019/20 has been welcomed by adopters and the workforce and is making a positive difference.

We thank adopters, children & young people for influencing how services are improved and delivered in Wales. Equally, we thank all staff in the National Adoption Service wales wide for their hard work and dedication.



A handwritten signature in black ink, appearing to read 'Alan Lockyer'.

**Councillor Alan Lockyer**  
Co-Chair of Governance Board



A handwritten signature in black ink, appearing to read 'Philip T. Hodgson'.

**Phil Hodgson**  
Independent Chair of the Advisory Group



A handwritten signature in black ink, appearing to read 'Suzanne Griffiths'.

**Suzanne Griffiths**  
Director

# INTRODUCTION

The National Adoption Service for Wales is the collaboration for the provision of adoption services across Wales.

Since November 2014, it has brought together all local authority adoption services into five regional collaboratives, with co-ordination and leadership provided by a small central team and Director. Voluntary adoption agencies operating in Wales are key partners in the collaborative, as are other agencies including health and education.

## CENTRAL TEAM



Gwasanaeth  
**Mabwysiadu** | National  
Cenedlaethol | **Adoption**  
Service

### National Adoption Service – Central Team

c/o City of Cardiff Council,  
Room 409 County Hall, Atlantic Wharf,  
Cardiff, CF10 4UW  
029 2087 3927  
contact@adoptcymru.com  
www.adoptcymru.com

## NORTH WALES

Isle of Anglesey, Gwynedd, Conwy,  
Denbighshire, Flintshire, Wrexham



Gwasnaeth  
**Mabwysiadu** | North Wales  
Gogledd Cymru | **Adoption**  
Service

### North Wales Adoption Service

3rd Floor, Lambpit Street,  
Wrexham, LL11 1AR  
01978 295311  
adoption@wrexham.gov.uk  
www.northwalesadoption.gov.uk

## MID & WEST WALES

Ceredigion, Powys, Carmarthenshire,  
Pembrokeshire



**Mabwysiadu**  
Canolbarth a Gogledd Cymru  
**Adoption**  
Mid & West Wales

### Mid & West Wales Adoption

Building 1, St David's Park, Johnstown,  
Carmarthenshire, SA31 3HB  
01267 246970  
adoptionenquires@carmarthenshire.gov.uk  
www.adoptionmwwales.org.uk

Neuadd Brycheiniog, Cambrian Way,  
Brecon, Powys, LD3 7HR  
01597 827666  
adoptionenquiries@carmarthenshire.gov.uk  
www.adoptionmwwales.org.uk

## WESTERN BAY

Swansea, Neath Port Talbot,  
Bridgend



Western Bay  
ADOPTION SERVICE  
GWASANAETH MABWYSIADU  
Bae'r Gorllewin

### Western Bay Adoption Service

Port Talbot Civic Centre,  
Port Talbot CF131PJ  
0300 365 2222  
enquires@westernbayadoption.org  
www.westernbayadoption.org

## VALE, VALLEYS & CARDIFF

Merthyr Tydfil, Rhondda Cynon Taf,  
Cardiff, Vale of Glamorgan



Vale, Valleys  
and Cardiff  
Adoption | **Mabwysiadu**  
yn y Fro, y Cymoedd  
a Chaerdydd

### Vale, Valleys & Cardiff Adoption

1st Floor, Dock Office,  
Subway Road, Barry CF63 4RT  
0800 0234 064  
adoption@valeofglamorgan.gov.uk  
www.adopt4vvc.org

## SOUTH EAST WALES

Monmouthshire, Blaenau Gwent,  
Torfaen, Caerphilly, Newport



South East Wales Adoption Service  
Achieving More Together  
Gwasanaeth Mabwysiadu Deddfwyrain Cymru  
Cyflawni Mwy Gyda'n Gilydd!

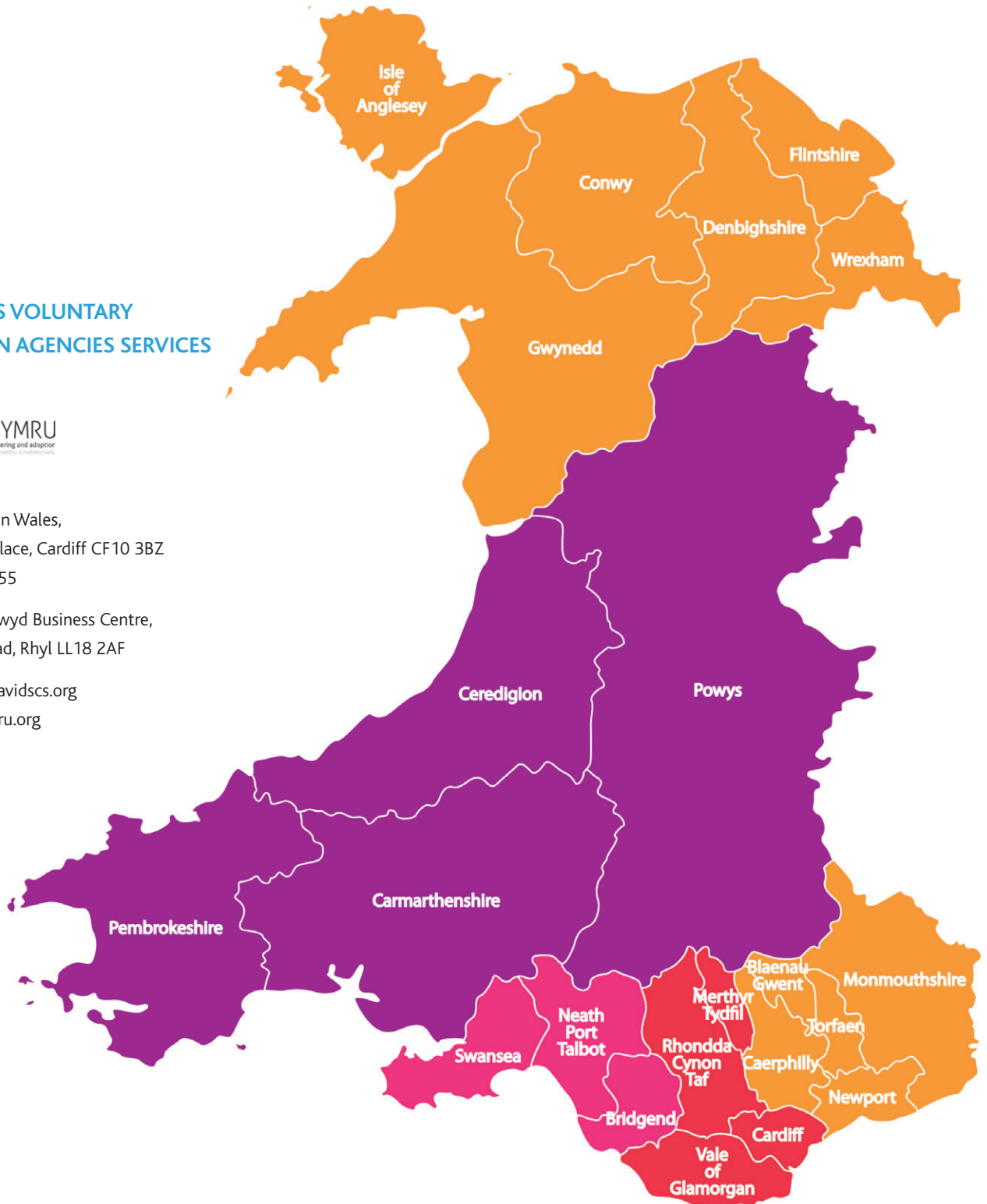
### South East Wales Adoption Service

North Wing, 2nd Floor Block B,  
Mamhilad House, Mamhilad Parke Estate,  
Pontypool, Torfaen, NP40HZ  
01495 355766  
adoption@blaenau-gwent.gov.uk  
www.blaenau-gwent.gov.uk/3122.asp

**ALL WALES VOLUNTARY  
ADOPTION AGENCIES SERVICES**



**AFA Cymru**  
 c/o Children in Wales,  
 25 Windsor Place, Cardiff CF10 3BZ  
 029 2076 1155  
  
 W2 Morfa Clwyd Business Centre,  
 84 Marsh Road, Rhyl LL18 2AF  
  
 Info-afa@stdavidscs.org  
 www.afacymru.org



**Adoption UK**  
 Penhaved Studios, Penhaved Street,  
 Grangetown, Cardiff, CF117LU  
 029 2023 0319  
 www.adoptionuk.org



**Barnardo's Cymru**  
 Trident Court, East Moors Road,  
 Cardiff, CF245TD  
 0800 0546 788  
 cymruadoptionandfostering@  
 barnardos.org.uk  
 www.barnardos.org.uk/adoption



**St David's Children Society**  
 28 Park Place, Cardiff, CF10 3BA  
 029 2066 7007  
 info@stdavidscs.org  
 www.adoptionwales.org



# PRIORITIES FOR 2019/20

NAS' improvement priorities for 2019/20 are described below. This report demonstrates how much has been achieved.

## PLACING MORE CHILDREN

- Increase recruitment of adopters to meet the number and needs of children waiting including use of 'Adopting Together' for children who wait longest
- Embed the new Adoption Register for Wales to speed up matching of children through quicker notification of children and adopters in line with revised regulations

## CONTINUING TO IMPROVE ADOPTION SUPPORT

- Implementing the Adoption Support Framework and investment plans
- Continuing to raise awareness amongst professionals and the public

## THINKING AHEAD

- Continuing to co-produce and use information from engagement
- Using data from the revised performance measurement system
- Working to improve the legal, policy and evidence framework that affects adoption
- Encouraging the development of workforce understanding and skills to meet NAS priorities

## WELSH GOVERNMENT INVESTMENT

During 2019/20 the Welsh Government investment of £2.3m in adoption services began and an additional £100k, in a 'one off' grant, was made available to fund a second 'burst' of our adopter recruitment campaign.

The Central Team and the five Regions were each allocated a proportion of the £2.3m investment. The majority of the investment was used to create capacity in new and additional services in both local government and the voluntary sector.

The additional £100k allowed NAS to extend the period of television, radio and outside of home advertising at supermarkets and buses.

# PLACING MORE CHILDREN

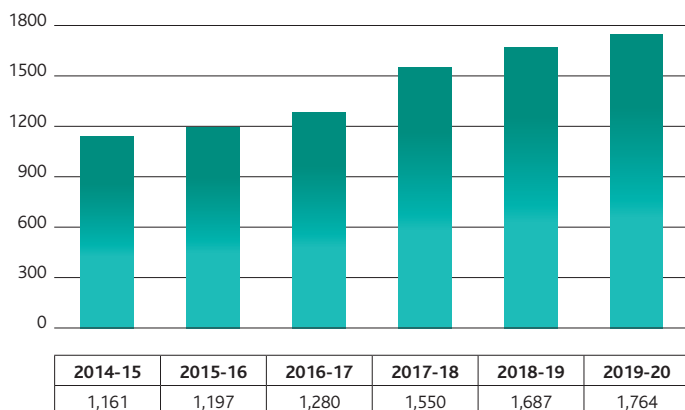
## Increase recruitment of adopters to meet the number and needs of children waiting, including using the new 'Adopting Together' service for children who wait longest

### ADOPTERS – TRENDS IN APPROVALS, ENQUIRIES AND NEW ASSESSMENTS

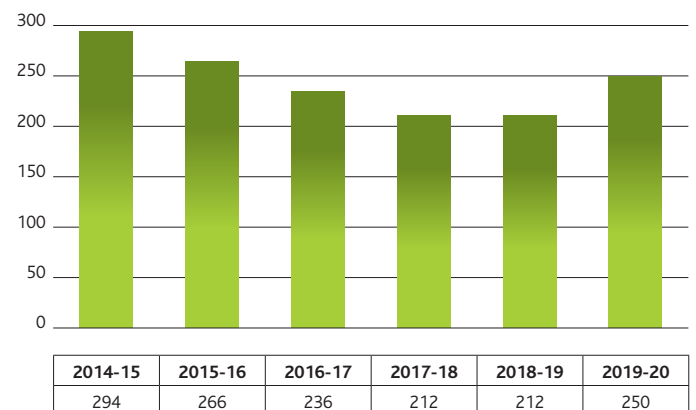
Our aim is to recruit more adopters, to place more children in a timely way and to have choice in meeting the needs of children for whom adoption is the plan.

- Adopter approvals increased by 18% overall, new enquiries by a further 5% and there was also a small increase of 3% in adopter assessments commencing.
- Nearly half of adopters were approved within 6 months of their application; on average it takes 6.5 months for an adopter to be approved which is positive and in line with guidance.
- The number of approved adopters waiting for a match at the end of the year increased.
- The gap between families needed and adopters available reduced during 2019/20 by 26% to circa 170 families.

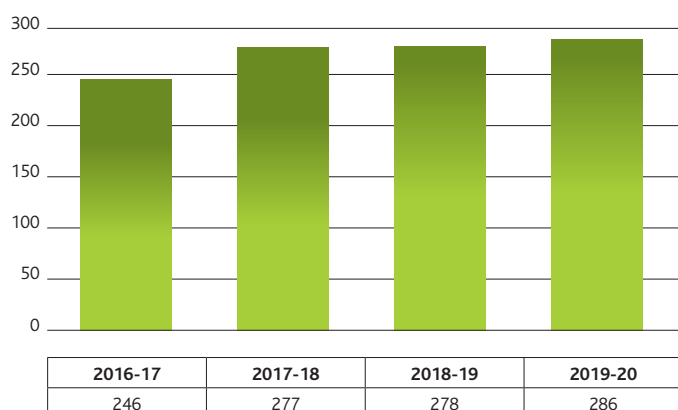
Number of initial enquiries



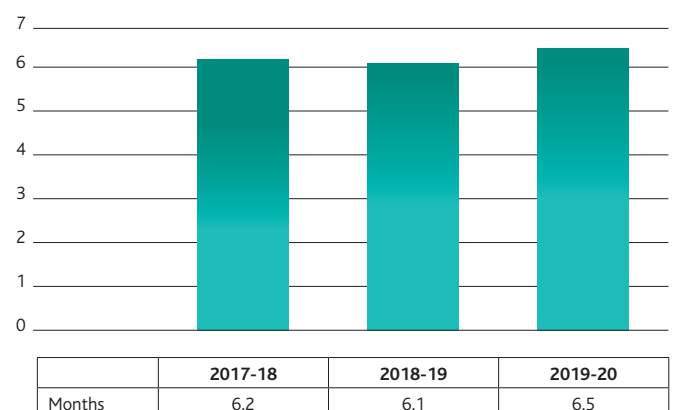
Number of adopters approved



Number of adopter assessments started



Average timeframe (months) from application to adopter approval



Benchmark: 6 months or less



Recruitment drive at Pride



Exhibiting at the National Eisteddfod for Wales

## HOW ARE WE IMPROVING RECRUITMENT?

- We created and delivered a new recruitment campaign **#become the parent only you could be** that featured real adopters from our adoption champions which was shown on TV, on buses and in supermarkets as well as on social media. commencing during National Adoption Week in October 2019.
- The Welsh Government invested an additional £100,000 to enable a second 'burst' of the campaign from January 2020 onwards.
- The above was facilitated by Cowshed PR and Communications with whom we now have a contract to support national and regional/agency marketing.
- Cowshed assisted in co-ordinating staff from services across Wales to work together on recruitment 'stands' at a number of high-profile events such as the National Eisteddfod for Wales and Pride.
- All Regions now have a Marketing and Recruitment Officer in post to support the recruitment campaigns as well as respond to initial enquiries.
- Revised information for adopters about making an enquiry.
- New leaflet to accompany the recruitment campaign.
- New guidance for staff on dealing with enquiries, and
- The Frequently Asked Questions (FAQ) section on the website was updated to 'bust myths' about who can adopt based on a survey undertaken during the summer events.



## ADOPTING TOGETHER SERVICE

2019/20 was the first full year of the Adopting Together Service (ATS) which was developed by the Welsh Voluntary Adoption Services for NAS in order to find and support families for children waiting longest for adoptive homes in Wales.

It provides specialist adopter recruitment, enhanced training for adopters, peer buddying, and customised therapeutic and psychological support to adopters through this service.

The service has placed 14 children for adoption since it was launched in June 2018: 8 during 2019/20. At time of writing the service was considering 46 active referrals and undertaking 2 child specific recruitment campaigns.

Ben adopted a sibling group with his partner talked about their experience of Adopting Together:

*"Adopting Together enabled us to have more of an open mind with what we thought we were looking for, and we quickly realised there was no point overlooking children just because they didn't fit our initial perceptions of the 'ideal' age. With older children, you have a much clearer picture of how they are developing than you might have with a baby."*

# Embed the Adoption Register for Wales, to speed up matching of children through quicker notification of children and adopters, in line with revised regulations.



Cofrestr Fabwysiadu **Cymru**  
Adoption Register **Wales**

## ADOPTION REGISTER WALES

The new Adoption Register for Wales (ARW) was launched in June 2019. It is a fully bilingual, online family finding service with managed adopter access. Using Link Maker, a quick and easy to use secure system, the Register supports services in Wales to match children with adopters and reduce their waiting time.

## ADOPTION REGISTER ACTIVITY

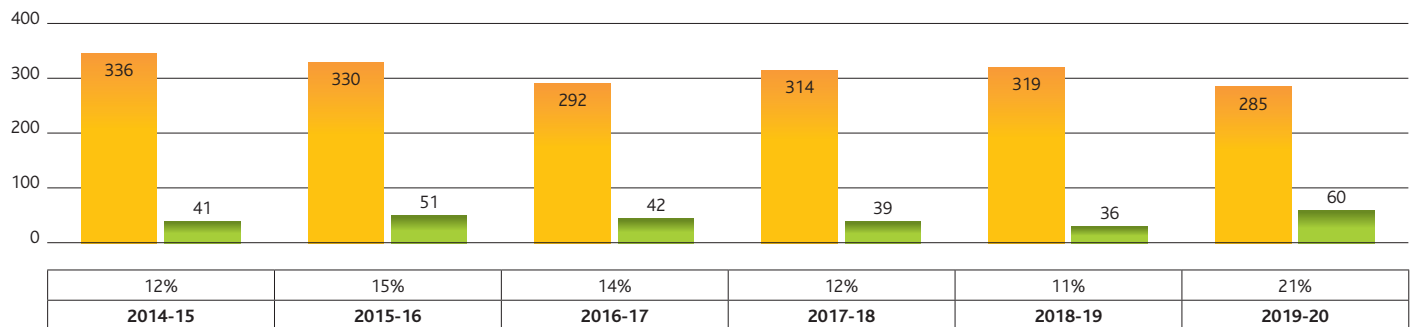
308 children were referred alongside 193 prospective adopters who had either self-registered or been referred by their agencies. This is a similar number of children to the previous year but 62% more adopters, which may be linked to adopters being able to access the service directly and the change in the regulations whereby children and adopters should be referred earlier.

A total of 285 matches have occurred in Wales this year, 60 of which were identified via the register, a comparison with 36 and 39 from previous years. This is a significant increase on previous years to 21%, given that matches via the register had varied between 11% and 15%.

As the new register becomes more firmly embedded we will continue to analyse these trends.

### Register Matches

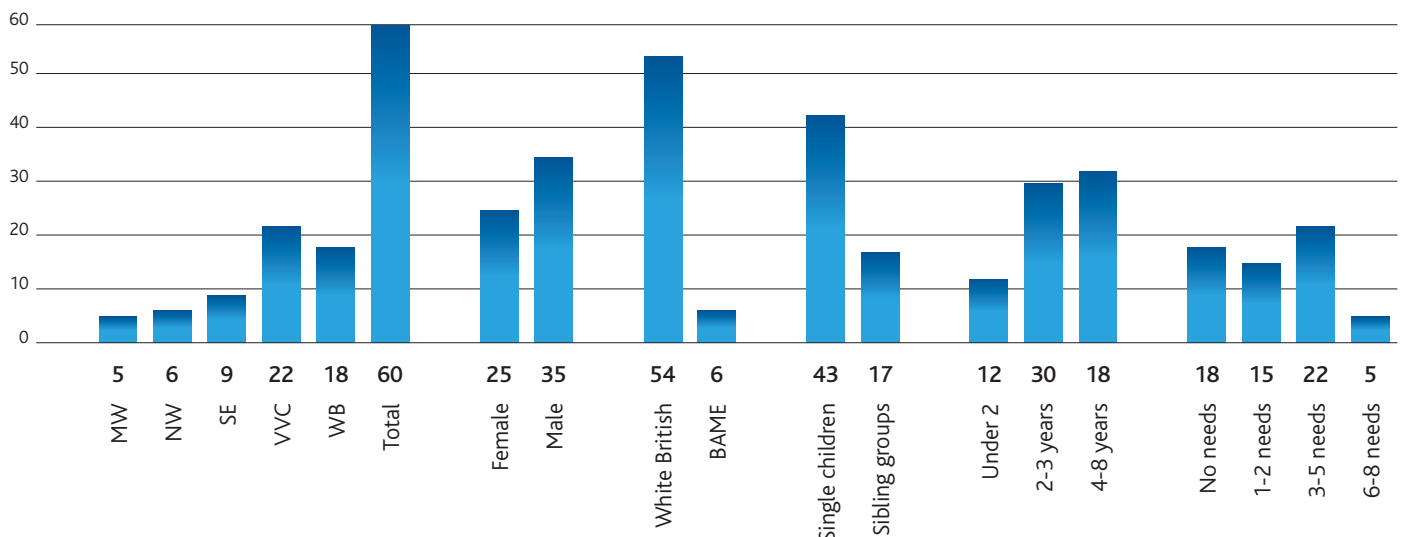
■ All matches ■ Register matches



### Matches

The graph below shows 70% (n42) of the 60 children placed via the register were children who might wait longer for placement due to their identified additional needs or increased likelihood of additional needs. It also shows that 80% (n48) were over 2 years of age, 70% (n41) had attachment difficulties and 36% (n22) were classed as having behavioural difficulties and/or emotional difficulties.

### Matches made through ARW 2019-20





A 4th **Adoption Activity Day** was held in Wales in March 2020. These have become an established method of matching children waiting for adoptive placement, particularly for children who have been waiting longer to find potential adoptive families, some of whom may have additional needs. The event this year followed a similar schedule as had proved successful in previous years although due to the emerging Covid-19 situation required some adjustments.

As a result, there were 17 expressions of interest (compared to 14 in 2018/19) from families and these are in the process of being followed up.

There were also two Exchange Days held during the year in Cardiff and Colwyn Bay respectively. A total of 27 families attended with 136 children profiled, the majority being part of sibling groups and with complex needs. As a result of these events there were 4 successful matches (in comparison to 3 in 2018/19).



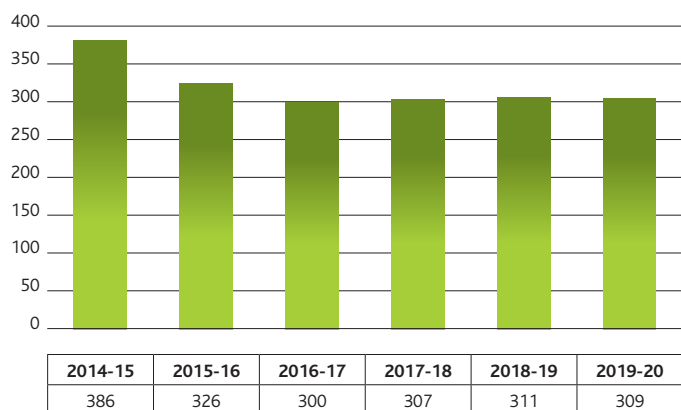
"This was a very well planned and thought out event. The children were provided with a fun, interesting and engaging environment."

"..... thoroughly enjoyed himself and did not want to leave at 4pm!"



# What was the overall impact on placing children in 19/20?

Number of children placed for adoption

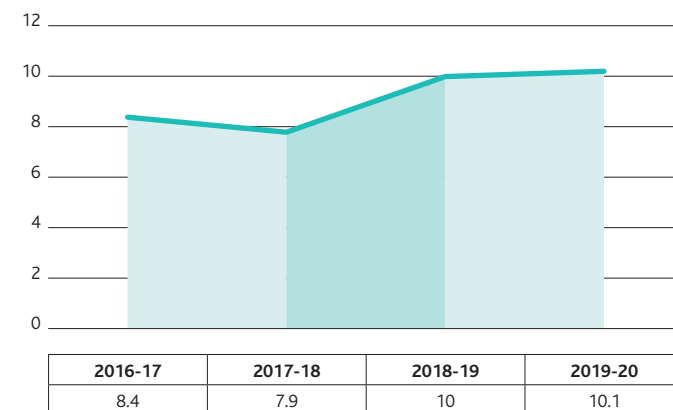


The number of children waiting for an adoption placement reduced during 2019/20.

- Overall 309 children were placed, a similar number to the last three years.
- Circa 270 adoption orders were granted for children already placed.
- The number of children waiting at the end of the year (31.03.20) reduced to 270. This included a further 68 children with a 'firm link' which was likely to be agreed plus 22 children who were likely to have their status changed back to long term 'looked after'.
- As such there was active family finding for 179 children at the end of the year.



Average timeframe (in months) from PO to PFA



Research and best practice emphasise the importance to children of being placed as soon as possible after their placement order is made.

- Average timescales for children being placed remained relatively static at 10.1 months, albeit a little above the benchmark of 8 months as outlined in guidance.

2019/20 saw some changes in demand for adoption with a reduction in children being referred, albeit not as large as that seen in 2015/16 after two significant High Court judgements.

- Referrals dropped by 21% from 2018/19 – all regions experienced a reduction.
- Placement orders dropped by 19% (n63) – all regions except for Mid & West Wales experienced a reduction.

The reasons for this are likely to be varied and will reflect the work being done by local authorities, with the Welsh Government, to reduce levels of 'looked after' children in Wales, including the positive impact of 'Edge of Care' and 'Reflect' services.

For adoption services this provides an opportunity to focus on further reducing the level of children waiting. It remains the case that circa one fifth of all children leaving the looked after system permanently do this through adoption.

# CONTINUING TO IMPROVE ADOPTION SUPPORT



## Implementing the Adoption Support Framework and investment plans

In 2016 NAS developed its strategic plan for the development of adoption support services in Wales.

With its distinctive umbrella symbol, the vision over time was to guarantee a 'Core Offer' of support for all Welsh adopted children and young people and their parents, as well as to others affected by adoption.

It is intended that this 'Core Offer' will:

- equip adoptive families at the start and support their early days to encourage healthy and confident families;
- provide effective information, advice or support as and when families need it and in a timely way so any issues that arise are less likely to escalate into more serious issues; and
- Provide ongoing support or easy re-entry to services where it is needed.

Realising this vision was given a huge boost when Welsh Government announced a £2.3m investment package from April 2019. The investment covered 14 objectives.

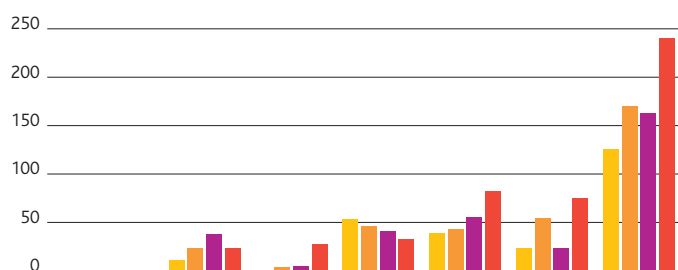


## OVERVIEW OF ADOPTION SUPPORT PROVISION DURING 2019/20

The number of children whose plan included support from the time of placement remained relatively stable during 2019/20, comprising circa 35% of children placed. Although this remains a fairly low percentage, it is an increase from the estimates of circa 25% in the research that pre-dated NAS, as well as that undertaken by ourselves in 2015/16.

Similarly there was also an increase in the number of new assessments for adoption support carried out. These are for families / children who are not in receipt of ongoing support who develop support needs. This increased to 237 from 170 the previous year with increases concentrated in three regions.

### Number of completed new assessments in respect of children that are currently not receiving an adoption support service



	MWW	NW	SE	VVC	WB	Total
2016/17	11	–	52	38	23	124
2017/18	23	4	45	42	53	167
2018/19	38	5	40	54	23	160
2019/20	23	27	32	81	74	237

More than two thirds of new assessments result in therapeutic or practical support being provided, with the numbers of families receiving one off financial payments and adoption allowances continuing to decline slightly.

Taken together the above shows that more adoption support is being offered and taken up both before placement and post adoption.

In terms of other adoption support services:

- The number of active letterbox arrangements reached 3,819, an increase from last year. These are important links for adopted children helping them to gain information about their birth families and help them understand about their history;
- The overall level of requests from birth siblings for an assessment rose significantly, but this was largely concentrated in one region as a result of work focusing on this, with the trend across the other regions being a fall in requests;
- Requests for access to birth records also declined by a small amount overall, with some regions increasing and others reducing; and
- Requests for intermediary services also fell overall with all but one region experiencing a reduction.

## THE NAS ADOPTION SUPPORT DEVELOPMENT PROGRAMME

2019/20 saw the first year of funding from the Welsh Government to implement specific elements of the Adoption Support Framework at national and regional levels, including some commissioned services from voluntary sector partners.

This £2.3m investment package was warmly welcomed by NAS and its partners enabling the first steps towards the step change in services that we want to make.



### Implementation of the TESSA programme

The Therapeutic, Education and Support Services in Adoption (TESSA) programme is a Wales wide initiative that aims to empower adoptive parents, who are raising traumatised children, by giving them early access to a clinical psychologist as well as peer support. Research shows that up to two-thirds of adoptive parents in Wales require professional support at some point.

Adoption UK are our strategic partner for this initiative. Investment funding provides 5 regional posts and part funds the national infrastructure for this service, which also receives a share of UK wide Big Lottery and Communities Funding.

The service began delivery in November 2019, having spent the preceding months recruiting and training experienced parent partners to provide peer support across Wales and establishing the psychology service that undertakes assessments and provides support groups.

By the end of March the service had received 42 referrals. These families were all being supported by a parent partner and either had, or had planned in their assessment and/or support sessions, albeit that during March the service model switched to on-line due to Coronavirus. 16 consultations were held, 1 group involving 5 families delivered and 1 enhanced provision around child to parent violence.

Mary is one of the adoptive parents who is currently receiving peer support from Julie one of the parent partners. Mary and her partner adopted their son when he was nine months old. By the time he was four he had already gone through five nursery and school settings, all of which had broken down. Mary said: *"The lowest point came following the termination of one placement when we were told that he was "a naughty and nasty child who was bad for business". Mary recalled: "We were told about TESSA by Adoption UK and within weeks we had spent some quality time with a psychologist who helped us to piece together the jigsaw of our son's life and together we started to explore how we could approach things through his eyes. The support didn't stop there – we were partnered with a peer who also came to our house to listen and share experience. Less than two months on we've a detailed view of our son's needs; strategies to help ensure he feels happy and reassurance that we're doing the right things."*

Mary added: "We now look forward to working towards finding the right placement for our son to achieve his potential in September when he starts school."

A very successful Psychology symposium was held in early March, attended by more than 97 participants, where psychologists and other professionals joined with adoptive parents to discuss the TESSA approach and its roll out across Wales.

*"The whole day was very good, it was well organised there were friendly faces on arrival. The food and singing were excellent. I really liked the message that it is the family and the environment that makes the difference for children's development and it's isn't about 'fixing the child'."*

The conference was opened by the Deputy Minister for Health and Social Services Julie Morgan MS, followed by an address from Lyne Neagle MS who, as chair of the National Assembly for Wales Children, Young People and Education Committee, was responsible for the influential 'Mind over Matter' report.



## NEW NATIONAL SUPPORT AND INFORMATION SERVICE FOR CHILDREN AND YOUNG PEOPLE

During 2019/20 the new 'Connected' service worked with 84 children and young people, alongside planning to expand into all parts of Wales in partnership with the NAS regions.

Adoption UK are our strategic partner for this initiative. Investment funding provided 5.6 posts, one national co-ordinator post and one in each of the Regions.

There are the four key elements to this service nationally:

1. Connected groups which will be available across Wales;
2. Information and advice – About adoption available to young people through the same channels that they access other information;
3. Being heard and respected – Gathering the views and priorities of adopted children and young people and feed them into regional and national plans in a systematic and fully participative way. It includes a young adopted adult's ambassador scheme with two young adults already signed up; and
4. Awareness and upskilling – Awareness raising and upskilling mainstream youth/play services to ensure they understand and respond better to the needs of adopted children and young people.

The existing connected groups have provided much positive feedback on the benefits of spending time with their peers in the sessions:

*"It is good because I don't have to explain things to them and they don't say stupid things like 'what happened to your real mum then?'"*

*"My friends at school don't get what it is like to be adopted and I can't talk to them about it. When I have tried before, they didn't understand what I was talking about. I like being with other adopted kids because I don't feel like I am the only one."*

*"Yes to me it's just 'normal' being adopted, so to meet other people who are normal like me is great."*



## Charlotte is a young ambassador

"Some people might call me an adoptee, I call myself an adopted person, but day to day you can call me Charlotte because that's my name and I prefer my labels on clothes not people. There are so many positives associated with adoption however there are also some negatives experienced as well. Everyone is different and experiences and feels adoption differently. Being adopted to me, means being given a second chance at life. I grew up with an incredible set of kind and supportive parents who gave me age appropriate information throughout my life and so I'd always known I was adopted I just hadn't always fully grasped what it meant and the impact it would have on me and my life and it wasn't until I fully understood what being adopted meant, that I started to feel a sense of loss.

The way I would describe transitioning from knowing I was adopted to understanding I was adopted is experiencing the feelings of the grieving process, and I dealt with each feeling at a different age and time in my life. Denial being the stage where I knew I was adopted but didn't fully understand what it meant. In my teens I experienced the anger, bargaining and depression and guilt stages of the process where I understood what adoption was but it led to the 'why, what, how' questions that made me feel angry thinking of the likely answers and not having a way to find out. I would often fantasize about my biological parents and what it would be like to meet them and then when I really began to understand that my fantasies wouldn't be reality, that's when the depression and guilt hit because I didn't have a life story book, I felt a sense of loss because I was told different things by different people throughout my life that it didn't feel like my story, it felt like a bunch of people each contributing a piece to the puzzle that was my life. And I wanted to experience building that puzzle, so when I understood that the control wasn't necessarily mine, it hurt.

When I was first told about talk adoption I won't lie, it was daunting because I hadn't ever really talked to anyone else about my adoption and had always kept my experience on the down low so it felt like I ripping a plaster off a cut that hadn't quite healed yet, and showing the world. I was 14 when I was luckily introduced to talk adoption and the wonderful Ruth Letten, who has unknowingly been my life coach throughout the process, she gave me a safe space to explore and process all my emotions and feelings in an authentic way, through art, communication, drama, and engaging with other adopted young people, while also encouraging and allowing me to be 100% unapologetically myself. I was both nervous and excited to see what talk adoption was all about and I didn't for a second anticipate just how impactful it would be for me and so many other young adopted people.

Talk adoption [now 'Connected'] has been one of the greatest things to have been created in the last decade because it's helped shape me as a person and has given me so great opportunities to get my voice and the voices of other adopted people heard. Without the continued encouragement and support from both my parents and Ruth, I wouldn't have been able to reach the final stage of the grieving process, acceptance and for that I'm forever thankful and in debt. Since reaching the stage of acceptance I have been able to change my mind set from 'why did this happen' to 'how can I help others through their struggles and that's why I've put more time into volunteering at the talk adoption groups rather than using the service, because I realised I no longer needed help but I still want to help others and hope others can benefit from my experience."



## EMBEDDING THE NEW LIFE JOURNEY MATERIALS FRAMEWORK

NAS continues to work on improving the content, quality and availability of Life Journey Materials for adopted children, young people and their families. We've continued to work on and implement the new Framework and Good Practice Guide for Life Journey work in Wales which was launched in 2016.

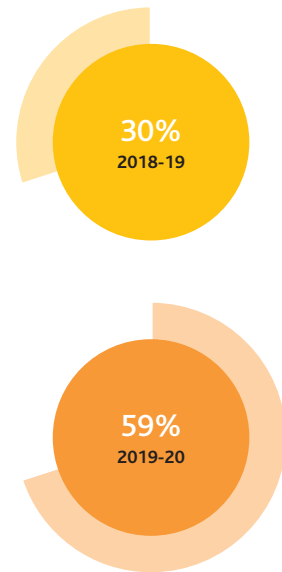
All children who cannot be cared for by their birth families, need to have an understanding of their family history and their unique journey through life journey materials which support a child's identity, promote self-esteem, and help give the child a sense of belonging and wellbeing.

Working with staff across Wales and supported by AFA Cymru, the on-line resources have been increased with additional guides and tools for birth parents and foster carers added this year. Work is ongoing to make the ever increasing range of on line resources for this work accessible and usable by both adoptive parents and staff.

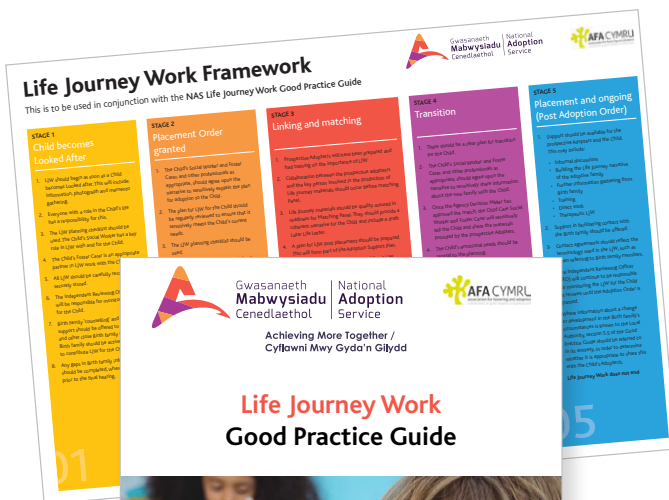
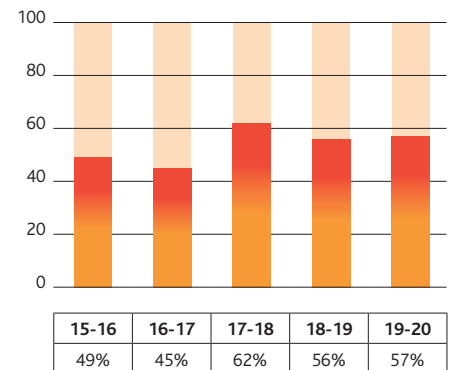
The investment funding has enabled a champion 'co-ordinator' post to be created in each of the five NAS regions, in order to better implement the approach consistently. One region has used some of its funding to create posts in its local authorities to deepen this consistency with staff who manage children's cases.

- The proportion of children whose life journey work was available at the time they were matched, has improved significantly to 59%.
- The impact on availability of life journey work at the second adoption review is less clear currently although, at 57%, the slow upwards trend continues.
- There are now up to 14 posts across Wales focused on this important area of work with some impact becoming clear; there have been significant improvements in the region that is using investment to work on this in its local authorities.

Proportion of children who had their Life Journey materials at matching panel



Proportion of children who had their Life Journey materials at second adoption review





## NEW BEST PRACTICE APPROACHES

AfA Cymru have been commissioned as our strategic partner for this work. Drawing in relevant research and expertise and working with regions, VAA's across Wales and the central team, they are supporting NAS to develop new best practice approaches to:

- Transitions and early placement support (including Adopting Together);
- Contact arrangements for adopted children;
- Work with birth parents; and
- An updated good practice framework and approach to adoption support assessment, planning and review.

Alongside this, regions have invested in capacity to begin to deliver improved ways of working in these areas.

### Placing children and providing early support

During the year AfA Cymru have been developing the 'good practice guides', drawing on the expertise and developing services that exist in regions and VAA's, as well as drawing on research and existing models. It is in final draft with plans to launch during 2020/21.

The aim is that all children and adoptive families in Wales will benefit from a consistent and supported approach to introductions, placement and early support shaped to their needs. Investment funding provides 5 posts with each region investing in staff capacity to implement these approaches.

The investment funding in 2019/20 also subsidised the local authority costs of the Adopting Together placements made in 2019/20.

## A NEW BEST PRACTICE FRAMEWORK AND APPROACH TO CONTACT

As above AfA Cymru have been developing the 'good practice guides', drawing on the expertise and developing services that exist in regions and VAA's as well as drawing on research, existing models and linking into the other work that has been continuing in Wales. This is also in a final draft stage with plans to launch during 2020/21 and there are posts funded in two regions.

- The Central Team continues to work with Voices from Care (VfC), Children in Wales and other partners (AUK, AfA Cymru, Children in Wales, Cardiff University, the Fostering Network) to respond to the Children's Commissioner for Wales 2016/17 recommendation that "The Welsh Government should work with the National Adoption Service (NAS) to ensure that siblings' rights to contact are fully considered during adoption care planning". This has become known as the 'Sibling Alliance'.
- As a result of this collaborated with the Children's Legal Centre for Wales to produce and publish an 'Advice Leaflet' on contact for children and young people who are adopted or looked after.
- The Sibling Alliance are currently developing a 'pledge' for children and young people who are separated from their siblings. The intention is that this will gain the support from all public and voluntary organisations to make improvements. This is currently at the consultation stage after which it will be shared widely with all professional stakeholders, Ministers and the Judiciary in order to steer improved practice in planning for contact.

## A NEW FRAMEWORK AND APPROACH TO WORKING WITH BIRTH PARENTS

Again, AfA Cymru have been developing the 'good practice guides' drawing on the expertise and developing services in regions and VAA's, as well as drawing on research and existing models alongside considering the linkages with the network of **Reflect**<sup>1</sup> projects that are now in place across Wales. This will also be launched in 2020/21. Three of the regions have created 4 posts to support work with birth parents.

During 2019/20 more than 330 birth parents took up services from the NAS regions. There were more than 650 birth parents referred of which a high percentage were offered a service; take up in the first year is low but improves considerably when looking at parents from previous years. Again, take up is improved in those regions where the investment has been used to improve the service.

In one region the relationship with the **Reflect** service ensures birth parents are supported with some elements of adoption process. In South East Wales the **Reflect** process, to support birth parents and families at their farewell contact to their children, is based on constructive and positive information sharing and decision making. Birth parent feelings and wishes are included in when and how the final contact takes place. Birth parents are given help in travelling to the contact, preparing activities, taking photographs – anything to maximise the parent's time with their child. The photographs are used to support birth parents complete life story work for their child. These simple steps can make a difference to birth parents experiences of such a traumatic day and make it more bearable as they will feel more prepared and more in control.

## AN UPDATED BEST PRACTICE FRAMEWORK AND APPROACH TO ADOPTION SUPPORT ASSESSMENT, PLANNING AND REVIEW

AfA Cymru have also been working on this, albeit that this commenced last, as it needs to gather in the principles from the above guides as well as focus on the legal and regulatory elements. One region has used its investment to create an additional post to focus on improving this.

## IMPLEMENTATION OF INDIVIDUALISED PLANS FOR ADOPTER POST APPROVAL TRAINING/ DEVELOPMENT

The 12 post adoption training modules for adopters, developed in conjunction with AFA Cymru and Adoption UK and in consultation with adoption practitioners and adopters, have been launched and are now on the NAS website.

They are intended to help and support adopters to weave together an understanding of what they need to know and the skills they need to develop to build and continue to improve their relationship with their child.

They are available on the website for people to access individually or for trainers to download and use in group training. The modules were piloted in the NAS regions by AUK.

Approximately 160 people attended 15 different training events hosted by Adoption UK Cymru (AUK) using these post adoption training modules during 2019/20. These were delivered across all the regions and included the following titles: Life Journey Work, Health and Development, Living with Challenging Behaviours, Non-Violent Resistance and Contact with Birth Families. Approximately 75% of the attendees were adoptive parents or prospective adopters and the rest were professionals working with adoptive families.

Feedback from staff is positive:

- 'a very thought-provoking course with lots of perspectives on contact' – parent who attended a course on Contact.
- 'really useful course, reminded me of a lot I had forgotten, feeling much more positive and able to manage as feel encouraged that I will be able to do it' – adoptive parent on a course for 2nd time adopters.
- 'this course was amazing, wish we had had it years ago, it might have made a big difference to our family' – adopter who attended a Challenging behaviour course.

One region has an active existing training officer post and a second region used investment to create a new post. In the latter, Mid and West Wales, almost 150 adopters and more than 40 foster carers attended training provided by the region during 2019/20. The region has also piloted an e-learning programme which 21 adopters and a number of staff have completed. Feedback from the e-learning has been positive in terms of content and accessibility, with a high completion rate by adopters as well as professionals.

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<sup>1</sup> 'Reflect' is a service that aims to provide practical and emotional support to women and their partners who have experienced the compulsory and permanent removal of a child /ren from their care. Parents are supported for a period of time and given tailor-made help.



## IMPROVING THE RANGE OF TARGETED/ SPECIALIST THERAPEUTIC SUPPORT AVAILABLE THROUGH HEALTH, SOCIAL CARE AND EDUCATION

Investment funding provides 6.9 posts which are used according to regional need for example:

- in South East Wales additional capacity in the existing psychology service is being funded meaning circa 40 additional children and families have been supported, there have been excess of 130 additional direct therapy sessions and 7 training and support sessions for staff have been provided; and
- in three other regions posts have been created and staff trained to provide therapeutic services such as play therapy and DDP.

Feedback from parents in Mid & West Wales included:

*"Great to have this adoption support as area has been neglected"*

*"Thank you, this help is really making a difference"*

*"without this help we would have suffered a family breakdown as I couldn't cope"*

*"... seen a marked improvement in behaviours and X is more settled in general".*

## AN 'ADOPTION AWARENESS' KITE MARK SCHEME DEVELOPED AND ROLLED OUT

One region is developing a kite mark for adoption awareness, which may be something to extend across Wales in the future.

## REDUCING DELAY, ENSURING THE WIDEST CHOICE OF PLACEMENTS OR IMPROVING MATCHING FOR CHILDREN

There was some flexibility in the investment offer to support other adoption functions. Two regions opted to use this to create a fulltime and part time Marketing and Recruitment Officers respectively. Their role is to increase enquiries from prospective adopters and provide support for each contact made.

These additional posts mean that all region now have these posts which is benefitting our ability to recruit adopters.



## Continuing to raise awareness amongst professionals and the public

Adoption is a feature of community life where adoptive families live, work and play including health, education. A key function of the National Adoption service is to keep and raise awareness amongst professionals and the public.

2019/20 saw the launch of leaflets and information for health professionals. This was developed in partnership with health colleagues and has now been circulated widely to community and hospital settings across Wales where Health professionals work. The aim is to help them better understand 'adoption' to inform the best way to work with the adopted children and families that they see.

NAS contributes to a wide range of the Welsh Government's all Wales work-streams; this contributes to us improving adoption awareness amongst professionals as well as informing policy to ensure that other developments, including in mainstream services that adoptive families use, are 'adoption aware'. During 2019/20 this included the below:

- Ministerial Advisory Group on Improving Outcomes for Children;
- Welsh Government 'Parenting Advisory Group'; and
- NAS is seeking to engage in the work on **Strengthening and extending Corporate Parenting in Wales** to ensure that principles, in respect of adopted children, that NAS negotiated into the current version in 2015, are retained in future guidance.

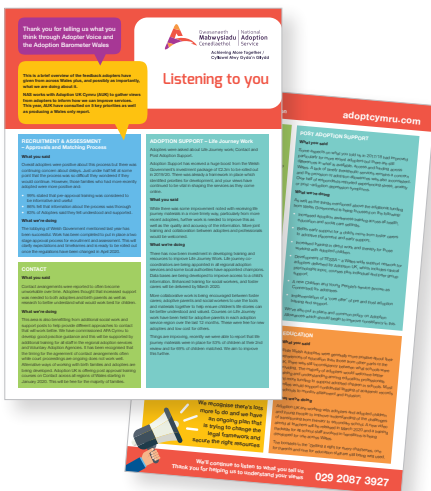


# THINKING AHEAD



## Continuing to co-produce and use information from engagement

The voice of the service user is paramount in the National Adoption Service and leads policy development and service provision.



### ADOPTERS

NAS published a response to the 2018/19 Adoption Voices consultation with adopters outlining how it is responding to the issues raised.

Taking a 'What you said' and 'What we are doing' approach this updates adopters on topics such as CAMHS and emotional wellbeing service, Contact and adopter assessment.

Adoption UK have been commissioned to review the NAS Adoption Voices programme in light of its ongoing plans for the Adoption Barometer.

Alison Woodhead AUK Head of Communications and Ann Bell presented the findings for Wales of the Barometer at the first NAS combined Governance Board in July. The main findings were:

- More adopters had later life letters and life journey materials in Wales;
- Twice as likely to have been made a definite choice not to meet birth family members (social worker influence);
- 71% know where to go for post adoption support. 77% well informed;
- Very high level of need amongst adopted children. 26% had statements compared to 5% of children in Wales generally; and
- Much more training and resource needed for schools.





There were recommendations for Regions and VAA's as below; AUK have followed these up with all regional management boards and VAA's:

- All children should have a clear, written support plan agreed before placement, based on a therapeutic assessment;
- Services should review the advice given to new adopters to keep friends and family at a distance during early placement. Instead, improved guidance for adoptive family's support networks so that they can support early placement without disrupting attachment and settling in should be provided; and
- Services should review and revise the advice social workers give adopters regarding meeting with birth parents prior to adoption.

Alongside the above, regions have been:

- Facilitating family activity events to further develop stakeholder engagement and sustainability of support networks;
- Consulting with adopters to inform training; and
- Establishing feedback processes to learn what individual services do well and improve on areas of concern.

**Children and Young People** – Engagement is a key feature of the new 'Connect' services for children and young people; it is hoped that the services will, in future, achieve the participation standards. At time of writing, consultation is ongoing with children and young people across Wales to inform the ongoing development of the service which also includes an ambassador scheme as outlined earlier.

**Children's Commissioner for Wales** – NAS, through the central team, meets with Sally Holland annually to discuss adoption issues and monitor NAS in relation to recommendations she has made in her Annual Reports.

A small proportion of the Children's Commissioners casework is clearly adoption related, circa 3% in the year prior to the 2019/20 meeting. The themes below have been discussed with regions and are informing policy and practice development:

- Adoption support – not getting what's needed, having to 'fight' for funding and support;
- Foster carers – dissatisfaction with decisions re assessments as adopters and their role if a placement disrupts;
- Prospective Adopters – applications not accepted / assessment delays; and
- Birth parents – seeking advice on challenging decisions etc.

## Using data

### A REVISED PERFORMANCE MEASUREMENT SYSTEM

The new Performance Management System, supported by Data Cymru, went live at the beginning of 2019/20. The improvements include:

- the regions having their data at local authority level which helps identify variations; and
- supporting regional consistency in reporting to their Regional Management Boards.



WALES ADOPTION COHORT STUDY  
ASTUDIAETH CARFAN MABWYSIADU CYMRU

### SUPPORTING AND INVESTING IN RESEARCH

NAS continues to support the Wales Adoption Cohort Study in its efforts to gain ongoing funding and in promoting the publication of its research papers.

Professor Katherine Shelton is a member of the NAS Combined Governance Board; at its February meeting she provided an overview of the most recent research, 'The neurocognitive profiles of children adopted from care and their emotional and behavioural problems at home and school' helping the board to begin to understand some of the potential implications for practice.

To date the study has published more than 15 research papers in a variety of peer reviewed journals, with some free to download from this Cardiff University website:

<https://www.cardiff.ac.uk/people/view/44107-shelton-katherine>

### EVALUATION OF THE NAS ADOPTION SUPPORT FRAMEWORK

Following an open procurement process the Institute of Public Care were selected as the academic partner for this piece of planned work. This will evaluate the impact of the changes that NAS has made to the way we support adoptive families in Wales, including a focus on the early impact of the recent Welsh Government investment. This work will commence in 2020/21.

## Working to improve the legal, policy and evidence framework that affects adoption

NAS contributes to a wide range of the Welsh Government's all Wales workstreams. This contributes to us improving adoption awareness amongst professionals, as well as informing policy to ensure that other developments, including in mainstream services that adoptive families use, are 'adoption aware'.

### MINISTERIAL ADVISORY GROUP ON IMPROVING OUTCOMES FOR CHILDREN

- The NAS plans, in respect of increasing recruitment and improving adoption support, are part of the 'Improving Placement Choice and Stability' workstream. Updates are provided to each meeting.
- Following the January 2020 meeting, NAS was able to input into the work on the new strategy for vulnerable learners through contact with Sir Alistair McDonald, Welsh Government.
- At the same meeting, the importance of NAS maintaining involvement in the continuation of the 'Together for Children and Young People' programme was emphasised.

NAS is represented on the Welsh Government '**Parenting Advisory Group**'. This is one aspect of the work to implement the Children Bill Wales and the withdrawal of the defence of reasonable chastisement. This is to ensure that appropriate advice and information is passed through to adoptive parents.

NAS continues to work on the '**Mind over Matter**' agenda with AWHOCS and WLGA. This report by National Assembly Children Young People and Education Committee focuses on improving CAMHS / services to support the emotional well-being of children. During 2019/20 NAS collaborated with AWHOCS and WLGA to send in a joint response to a request to evaluate progress and the Director participated in a Committee workshop.

This year also saw the fruition of some policy changes that we have been working on in previous years.

- In October 2019 the Welsh Government implemented revised regulations for the Adoption Register for Wales, which require agencies to use the Register sooner for both children and prospective adopters. This is an important step in supporting services to match children in as timely a way as possible.
- The regulations to introduce a revised way of conducting the assessment of prospective adopters were consulted on and came into force from April 1st 2020. The '2 Stage Process' is more transparent by grouping the initial checks e.g. medical, police, references into a first stage to be completed satisfactorily, before prospective adopters can progress to the in depth 'suitability' assessment in Stage 2.

Revised guidance for staff and adopters and leaflets are available.

<https://adoptcymru.com/the-adoption-process>

*Note: At time of writing, due to C-19, the full implementation of this '2 Stage Process' has been paused temporarily with the agreement of Welsh Government so that agencies can continue to run both stages alongside each other.*

We continue to lobby for improvements in the legislative entitlement to adoption support.

## NAS REVIEW OF ARRANGEMENTS

This work is ongoing, having been commissioned by WLGA and ADSS Cymru as NAS' lead organisations; the Institute for Public Care are commissioned to work with us to achieve greater accountability in the arrangements for NAS.

- The first part of the work in this current phase was to combine the former Advisory Group and Governance Board. This has been concluded with the Combined Governance Board meeting for the first time, in July 2019 with revised Terms of Reference.

The first Combined Governance Board combined a workshop with a business meeting where members agreed principles for working within the meetings as well as revised Terms of Reference.

- The second element of the current work is developing the new operating model for NAS, which was agreed last year. IPC have undertaken consultation with a sample of local government stakeholders including Members, Directors of Social Services, Heads of Children's Services, Regional Adoption Managers and some staff.

This has produced a revised 'Partnership Agreement' for NAS replacing the original functional model and set out key elements of the way NAS will operate in the future. This will be finalised and implemented during 2020/21.

## Encouraging the development of workforce understanding and skills to meet NAS priorities

AUK delivered 26 courses in total and also included Adopting for the 2nd Time, Therapy Maze and a more in depth 3 session NVR course.

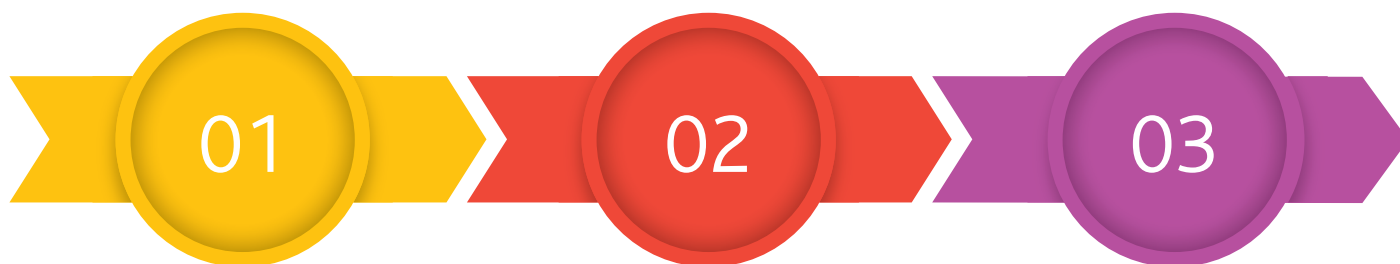
In addition to that AUK delivered INSET training to 278 teachers and other school staff over the year to help them support their adopted learners.

The NAS is proud of its commitment to supporting staff. Training during 2019/20 covered more than 30 subject areas which more than 300 staff attended. Examples include Dyadic Development Practice (DDP), which is based on and brings together attachment theory. The therapy helps children to learn trust.

# MOVING FORWARD



## Improvement priorities for 2020/21



### Placing more children

Increase recruitment of adopters to meet the number and needs of children waiting

Use of 'Adopting Together' for children who wait longest

Continue to embed the new Adoption Register for Wales to speed up matching of children through quicker notification of children and adopters in line with revised regulations.

### Continuing to improve adoption support

Implementing the Adoption Support Framework and investment plans

Continuing to raise adoption awareness amongst professionals and the public.

### Thinking ahead

Working to improve the legal, policy and evidence framework that affects adoption

Continuing to co-produce and use information from engagement

Encouraging the development of workforce understanding and skills to meet NAS priorities

Moving on from Covid-19 lockdown arrangements to the recovery/adaptive phase.

**The National Adoption Service was created to improve services for all those affected by adoption in Wales.**

The National Adoption Service (NAS) for Wales, launched in November 2014, is an innovative collaborative for the provision of adoption services. It brought together Welsh local authority adoption services into a three-tier structure which includes partnerships at all levels with Voluntary Adoption Agencies based in Wales, Health and Education Services, as well as others.

At local authority level, all 22 Welsh councils continue to provide services to all looked after children whilst identifying and working with those children for whom a plan for adoption is appropriate.

Regionally, local authorities work together within five regional collaboratives to provide a range of adoption services. Each regional collaborative has links with the voluntary adoption agencies, health and education. The services provided differ in each collaborative but all provide the adoption agency functions for children, recruit and assess adopters, offer counselling to birth parents and advice to adopted adults. Some currently directly provide adoption support services, whereas in others this remains with their local authorities.



National Adoption Service Central Team  
c/o City of Cardiff Council  
Room 409 County Hall  
Atlantic Wharf  
Cardiff CF10 4UW

T: 029 2087 3927  
E: [contact@adoptcymru.com](mailto:contact@adoptcymru.com)  
[www.adoptcymru.com](http://www.adoptcymru.com)





Gwasanaeth  
**Mabwysiadu** | National  
Cenedlaethol | **Adoption**  
Service

**Achieving More Together /  
Cyflawni Mwy Gyda'n Gilydd**

# ADRODDIAD BLYNYDDOL 2019-20





# RHAGAIR

Mae'r adroddiad hwn yn canolbwyntio ar gynnydd, gwelliannau a heriau i'r Gwasanaeth Mabwysiadu Cenedlaethol (NAS) yn 2019/20. Mae'n cael ei gyhoeddi wrth i ni ddod allan o'r pandemig Coronafeirws digyffelyb sydd wedi effeithio'n sylweddol ar fywydau a chymdeithas ers diwedd Mawrth 2020.

Mae'r adroddiad hwn yn canolbwyntio ar y flwyddyn hyd at fis Mawrth 2020; roedden ni'n teimlo ei bod yn bwysig parhau â'r cyhoeddiad hwn gan gydnabod y bydd ein hadroddiadau cyhoeddus nesaf, yn ddi-os, yn rhoi sylwadau ar effaith y pandemig. Mae'r adroddiad hwn yn amlygu:

- pwysigrwydd hanfodol cydweithio deinamig rhwng Llywodraeth Leol, Asiantaethau Mabwysiadu Gwirfoddol, a Thîm Canolog NAS i ddiwallu a darparu gwasanaethau mabwysiadu rhagorol yng Nghymru;
- bod gwranddo ac ymgysylltu â mabwysiadwyr, darpar fabwysiadwyr, plant a phobl ifanc yn parhau i ddylanwadu ar y blaenoriaethau ar gyfer gwasanaethau mabwysiadu yng Nghymru a'u llywio;
- y defnydd a'r craffu ar ddata yn ddeallus, tystiolaeth ymchwil, a sgiliau a phrofiad y gweithlu yn parhau i ddylanwadu ar flaenoriaethau'r gwasanaeth mabwysiadu; a
- cyfraniad pwysig yr holl sefydliadau sy'n gweithio ar y cyd o dan NAS, gwasanaethau mabwysiadu statudol a gwirfoddol, yn gweithio gyda'i gilydd yn effeithiol i wneud gwahaniaeth cadarnhaol i ddyfodol hirdymor plant.

Mae lleoli plant, recriwtio mabwysiadwyr, parhau i wella gwasanaethau cymorth mabwysiadu, i gyd wedi bod yn weithgareddau pwysig yn ystod 2019/20. Amlygodd Baromedr Adoption UK o wasanaethau mabwysiadu ledled y DU gynnydd a bodlonrwydd sylweddol gyda datblygiad gwasanaethau mabwysiadu yng Nghymru.

Mae'r cymorth a'r buddsoddiad ariannol gan Lywodraeth Cymru yn ystod 2019/20 wedi cael ei groesawu gan fabwysiadwyr a'r gweithlu ac mae'n gwneud gwahaniaeth cadarnhaol.

Rydym yn diolch i fabwysiadwyr, plant a phobl ifanc am ddylanwadu ar y ffordd mae gwasanaethau'n cael eu gwella a'u darparu yng Nghymru. Yn yr un modd, rydym yn diolch i holl staff y Gwasanaeth Mabwysiadu Cenedlaethol ledled Cymru am eu gwaith caled a'u hymroddiad.



**Councillor Alan Lockyer**  
Cyd-gadeirydd y Bwrdd Llywodraethu



**Phil Hodgson**  
Cadeirydd Annibynnol y Grŵp Cyngori



**Suzanne Griffiths**  
Cyfarwyddwr

# CYFLWYNIAD

Mae Gwasanaeth Mabwysiadu Cenedlaethol Cymru yn gydwethrediad sy'n darparu gwasanaethau mabwysiadu ledled Cymru.

Ers mis Tachwedd 2014, mae wedi dwyn ynghyd holl wasanaethau mabwysiadu awdurdodau lleol i greu pum menter gydwethredol ranbarthol, gyda Chyfarwyddwr a thîm canolog bach yn cydlynw ac yn arwain. Mae asiantaethau mabwysiadu gwirfoddol sy'n gweithredu yng Nghymru yn bartneriaid allweddol yn y maes cydwethredu, yn yr un modd ag y mae asiantaethau eraill fel iechyd ac addysg.

## TÎM CANOLOG



Gwasanaeth  
**Mabwysiadu**  
Cenedlaethol | National  
**Adoption**  
Service

### Gwasanaeth Mabwysiadu Cenedlaethol – Tîm Canolog

c/o Cyngor Dinas Caerdydd,  
Ystafell 409, Neuadd y Sir, Glanfa'r Iwerydd,  
Caerdydd, CF10 4UW  
029 2087 3927  
contact@adoptcymru.com  
www.adoptcymru.com/cy/home

## GOGLEDD CYMRU

Ynys Môn, Gwynedd, Conwy,  
Sir Ddinbych, Sir y Fflint, Wrecsam



Gwasanaeth  
**Mabwysiadu**  
Gogledd Cymru | North Wales  
**Adoption**  
Service

### Gwasanaeth Mabwysiadu Gogledd Cymru

3ydd Llawr, Stryd Lambpit,  
Wrecsam, LL11 1AR  
01978 295311  
adoption@wrexham.gov.uk  
www.northwalesadoption.gov.uk/cy

## CANOLBARTH A GORLLEWIN CYMRU

Ceredigion, Powys, Sir Gaerfyrddin,  
Sir Benfro



**Mabwysiadu**  
Canolbarth a Gorllewin Cymru  
**Adoption**  
Mid & West Wales

### Mabwysiadu Canolbarth a Gorllewin Cymru

Adeilad 1, Parc Dewi Sant, Tre Ioan,  
Sir Gaerfyrddin, SA31 3HB  
01267 246970  
adoptionenquires@carmarthenshire.gov.uk  
www.mabwysiaducymru.org.uk  
  
Neuadd Brycheiniog, Ffordd Cambrian,  
Aberhonddu, Powys, LD3 7HR  
01597 827666  
adoptionenquiries@carmarthenshire.gov.uk  
www.mabwysiaducymru.org.uk

## BAE'R GORLLEWIN

Abertawe, Castell-nedd Port Talbot,  
Pen-y-bont ar Ogwr



Western Bay  
ADOPTION SERVICE  
GWASANAETH MABWYSIADU  
Bae'r Gorllewin

### Gwasanaeth Mabwysiadu Bae'r Gorllewin

Canolfan Ddinesig Port Talbot,  
Port Talbot CF131PJ  
0300 365 2222  
enquires@westernbayadoption.org  
www.westernbayadoption.org

## Y FRO, Y CYMOEDD A CHAERDYDD

Merthyr Tydfil, Rhondda Cynon Taf,  
Cardiff, Vale of Glamorgan



Vale, Valleys  
and Cardiff  
Adoption | Mabwysiadu  
yn y Fro, y Cymoedd  
a Chaerdydd

### Mabwysiadu yn y Fro, y Cymoedd a Chaerdydd

Llawr 1af, Swyddfa'r Doc,  
Heol yr Isffordd, Y Barri CF63 4RT  
0800 0234 064  
adoption@valeofglamorgan.gov.uk  
www.adopt4vvc.org

## DE DDWYRAIN CYMRU

Sir Fynwy, Blaenau Gwent,  
Torfaen, Caerffili, Casnewydd



South East Wales Adoption Service  
Achieving More Together  
Gwasanaeth Mabwysiadu Deddwyrain Cymru  
Cyflawni Mwy Gyda'n Gilydd!

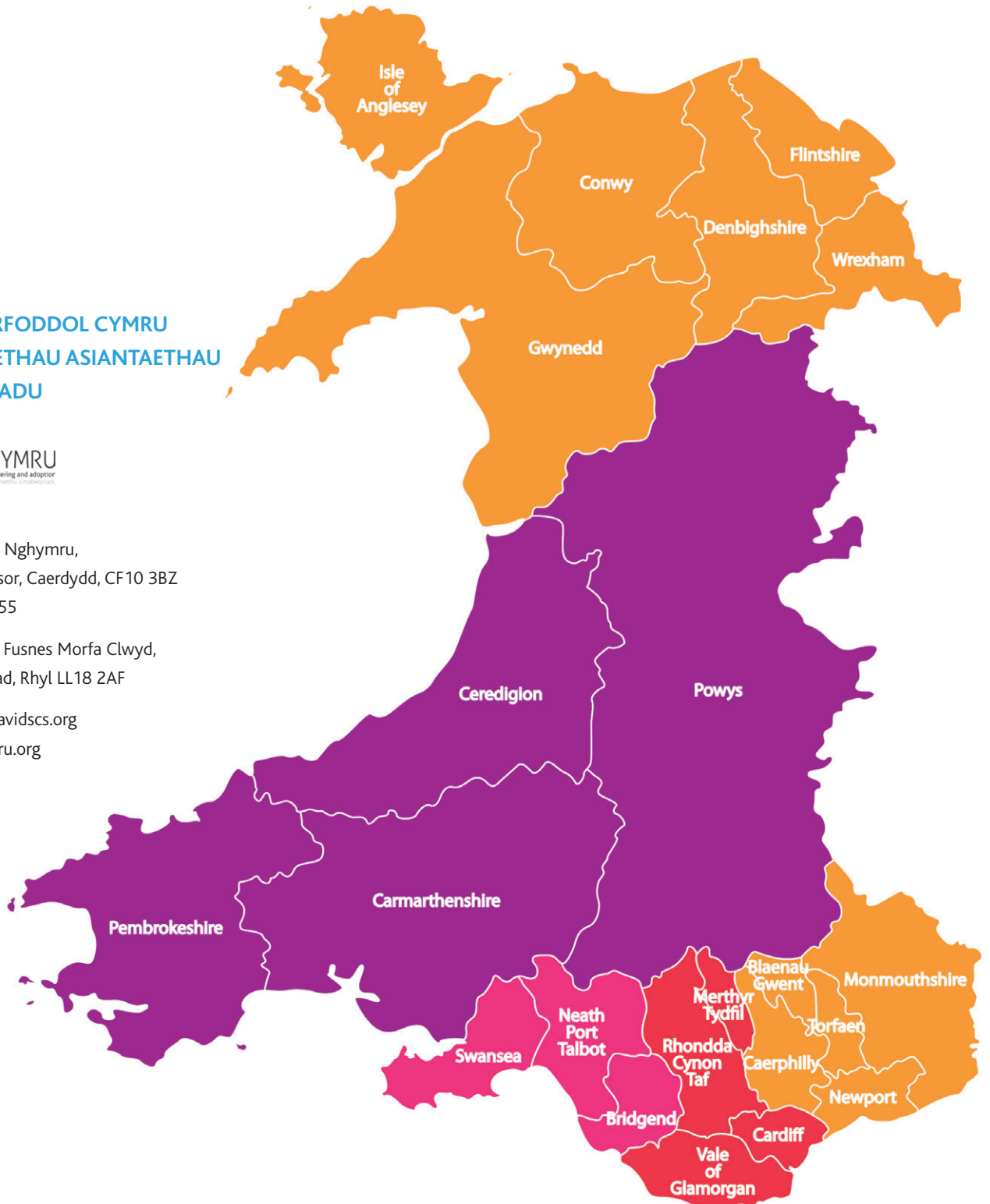
### Gwasanaeth Mabwysiadu Deddwyrain Cymru

Adain y Gogledd, 2il Lawr Bloc B,  
Tŷ Mamhilad, Stad Parc Mamhilad,  
Pont-y-pŵl, Torfaen, NP40HZ  
01495 355766  
adoption@blaenau-gwent.gov.uk  
www.blaenau-gwent.gov.uk/3122.asp

**POB GWIRFODDOL CYMRU  
WASANAETHAU ASIANTAETHAU  
MABWYSIADU**



**AFA Cymru**  
 c/o Plant yng Nghymru,  
 25 Plas Windsor, Caerdydd, CF10 3BZ  
 029 2076 1155  
  
 W2 Canolfan Fusnes Morfa Clwyd,  
 84 Marsh Road, Rhyl LL18 2AF  
  
 Info-afa@stdavidscs.org  
 www.afacymru.org



**Adoption UK**  
 Stiwdios Penhaved, Penhaved Street,  
 Grangetown, Caerdydd, CF117LU  
 029 2023 0319  
 www.adoptionuk.org



**Barnardo's Cymru**  
 Cwrt Trident, East Moors Road,  
 Caerdydd, CF245TD  
 0800 0546 788  
 cymruadoptionandfosteringservice@  
 barnardos.org.uk  
 www.barnardos.org.uk/adoption



**Cymdeithas Plant Dewi Sant**  
 28 Plas-y-parc, Caerdydd, CF10 3BA  
 029 2066 7007  
 info@stdavidscs.org  
 www.adoptionwales.org



# BLAENORIAETHAU AR GYFER 2019/20

Disgrifir blaenoriaethau gwella'r NAS ar gyfer 2019/20 isod. Mae'r adroddiad hwn yn dangos faint sydd wedi'i gyflawni.

## LLEOLI MWY O BLANT

- Recriwtio mwy o fabwysiadwyr i ddiwallu nifer ac anghenion y plant sy'n aros gan gynnwys defnyddio 'Mabwysiadu Gyda'n Gilydd' ar gyfer plant sy'n aros hwyaf
- Sefydlu Cofrestr Fabwysiadu newydd i Gymru er mwyn cyflymu'r broses o baru plant drwy hysbysu plant a mabwysiadwyr yn gyflymach yn unol â rheoliadau diwygiedig

## PARHAU I WELLA CYMORTH MABWYSIADU

- Rhoi'r Fframwaith Cymorth Mabwysiadu a'r cynlluniau buddsoddi ar waith
- Parhau i godi ymwybyddiaeth ymhlith gweithwyr proffesiynol a'r cyhoedd

## MEDDWL YMLAEN

- Parhau i gyd-gynhyrchu a defnyddio gwybodaeth o ymgysylltu
- Defnyddio data o'r system mesur perfformiad ddiwygiedig
- Gweithio i wella'r fframwaith cyfreithiol, polisi a thystiolaeth sy'n effeithio ar fabwysiadu
- Annog datblygu dealltwriaeth o'r gweithlu a sgiliau i fodloni blaenoriaethau'r NAS

## BUDDSODDIAD LLYWODRAETH CYMRU

Yn ystod 2019/20 fe wnaeth Llywodraeth Cymru fuddsoddi £2.3m mewn gwasanaethau mabwysiadu a £100k yn ychwanegol, mewn grant 'untro', i ariannu ail 'bwl' ein hymgyrch recriwtio mabwysiadwyr.

Dyrannwyd cyfran o'r £2.3m i'r Tîm Canolog a'r pum Rhanbarth. Defnyddiwyd y rhan fwyaf o'r buddsoddiad i greu capasiti mewn gwasanaethau newydd ac ychwanegol mewn llywodraeth leol ac yn y sector gwirfoddol.

Roedd y £100k ychwanegol yn caniatáu i'r NAS ymestyn y cyfnod hysbysebu ar y teledu, y radio a'r tu allan i'r cartref mewn archfarchnadoedd a bysiau.

# LLEOLI MWY O BLANT

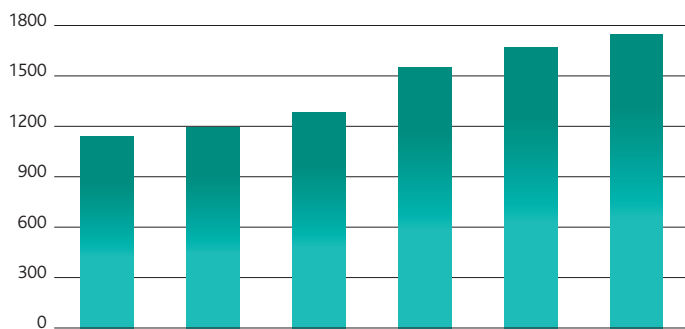
## Recriwtio mwy o fabwysiadwyr i ddiwallu nifer ac anghenion y plant sy'n aros gan gynnwys defnyddio'r gwasanaeth 'Mabwysiadu Gyda'n Gilydd' newydd ar gyfer plant sy'n aros hwyaf

### MABWYSIADWYR – TUEDDIADAU O RAN CYMERADWYO, YMHOLIADAU AC ASESIAU NEWYDD

Ein nod yw recriwtio mwy o fabwysiadwyr, i leoli mwy o blant mewn ffordd amserol ac i gael dewis i ddiwallu anghenion plant y mae mabwysiadu yn gynllun ar eu cyfer.

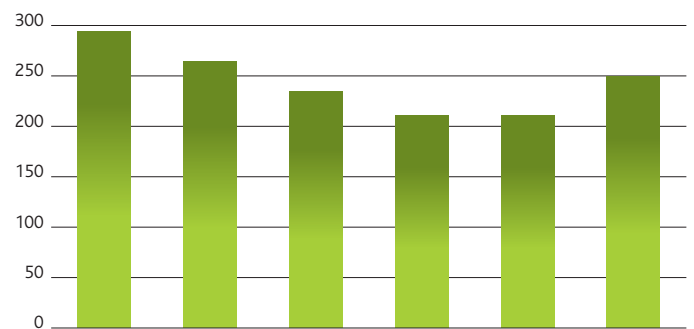
- Cynyddodd cymeradwyaethau mabwysiadu 18% yn gyffredinol, ymholiadau newydd o 5% pellach a bu cynnydd bychan hefyd o 3% mewn asesiadau mabwysiadwyr a ddechreuwyd.
- Cymeradwywyd bron i hanner y mabwysiadwyr o fewn 6 mis i'w cais; ar gyfartaledd mae'n cymryd 6.5 mis i fabwysiadwr gael eu cymeradwyo sy'n gadarnhaol ac yn unol â chanllawiau.
- Cynyddodd nifer y mabwysiadwyr cymeradwy a oedd yn aros am baru ar ddiwedd y flwyddyn.
- Gostyngodd y bwlch rhwng y teuluoedd sydd eu hangen a'r mabwysiadwyr a oedd ar gael yn ystod 2019/20 o 26% i tua 170 o deuluoedd.

Nifer yr Ymholiadau



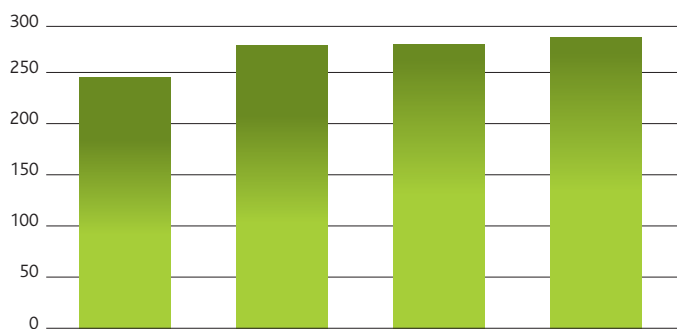
2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
1,161	1,197	1,280	1,550	1,687	1,764

Nifer y Mabwysiadwyr



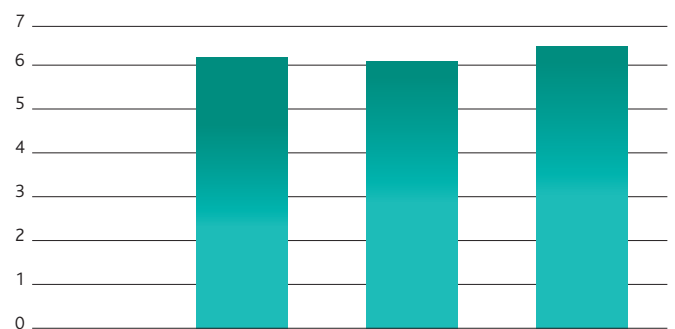
2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
294	266	236	212	212	250

Nifer yr Aseidiadau Mabwysiadwyr a Ddechreuwyd



2016-17	2017-18	2018-19	2019-20
246	277	278	286

Amser cyfartalog (mewn misoedd) o'r cais i gymeradwyo mabwysiadwr



	2017-18	2018-19	2019-20
Months	6.2	6.1	6.5

Meincnod: 6 mis neu lai



Ymgyrch recriwtio yn Pride



Arddangos yn Eisteddfod Genedlaethol Cymru



## SUT YR YDYM YN GWELLA RECRIWTIO?

- Rydym wedi creu a darparu ymgyrch recriwtio newydd **#become the parent only you could be** oedd yn dangos mabwysiadwyr go iawn o'n hyrwyddwyr mabwysiadu ar y teledu, ar fysiau ac mewn archfarchnadoedd yn ogystal ag ar y cyfryngau cymdeithasol, gan ddechrau yn ystod yr Wythnos Mabwysiadu Genedlaethol ym mis Hydref 2019.
- Buddsoddodd Llywodraeth Cymru £100,000 ychwanegol i alluogi ail ;bwl' yr ymgyrch o Ionawr 2020 ymlaen.
- Hwyluswyd yr uchod gan Cowshed PR and Communications y mae gennym gontract â hwy bellach i gefnogi marchnata cenedlaethol a rhanbarthol/asiantaeth.
- Helpodd Cowshed i gydlyn staff o wasanaethau ledled Cymru i weithio gyda'i gilydd ar 'stondinau' recriwtio mewn nifer o ddigwyddiadau proffil uchel megis Eisteddfod Genedlaethol Cymru a Pride.
- Mae gan bob Rhanbarth Swyddog Marchnata a Recriwtio yn ei swydd erbyn hyn i gefnogi'r ymgyrchoedd recriwtio yn ogystal ag ymateb i ymholiadau cychwynnol.
- Gwybodaeth ddiwygiedig i fabwysiadwyr ynglŷn â gwneud ymholiad.
- Taflen newydd i gyd-fynd â'r ymgyrch recriwtio;
- Canllawiau newydd i staff ar ddelio ag ymholiadau. A
- Cafodd yr adran Cwestiynau Cyffredin ar y wefan ei diweddarau i 'chwalu'r mythau' ynghylch pwy sy'n gallu mabwysiadu ar sail arolwg a gynhaliwyd yn ystod digwyddiadau'r haf.

## GWASANAETH MABWYSIADU GYDA'N GILYDD

2019/20 oedd blwyddyn lawn gyntaf y Gwasanaeth Mabwysiadu Gyda'n Gilydd (ATS) a ddatblygwyd gan Wasanaethau Mabwysiadu Gwirfoddol Cymru ar gyfer yr NAS er mwyn canfod a chefnogi teuluoedd i blant oedd yn aros hwyaf am gartrefi mabwysiadol yng Nghymru.

Mae'n darparu gwasanaeth recriwtio arbenigol ar gyfer mabwysiadwyr, hyfforddiant gwell i fabwysiadwyr, cyfeillio cymheiriad, a chymorth therapiwtig a seicolegol wedi'i deilwra i fabwysiadwyr drwy'r gwasanaethau hyn.

Mae'r gwasanaeth wedi lleoli 14 o blant i'w mabwysiadu ers iddo gael ei lansio ym mis Mehefin 2018: 8 yn ystod 2019/20. Ar adeg ysgrifennu'r llythyr hwn roedd y gwasanaeth yn ystyried 46 o atgyfeiriadau gweithredol ac yn cynnal 2 ymgyrch recriwtio ar gyfer plant penodol.

Mabwysiadodd Ben grŵp o frodyr a chwirydd gyda'i bartner a siaradodd am eu profiad o Fabwysiadu Gyda'n Gilydd:

*"Roedd Mabwysiadu Gyda'n Gilydd yn ein galluogi i fod â mwy o feddwl agored am yr hyn yr oeddem yn meddwl ein bod yn chwilio amdano, a fe wnaethon ni sylweddoli'n gyflym nad oedd unrhyw ddiben anwybyddu plant oherwydd nad oeddent yn cyd-fynd â'n canfyddiadau cychwynnol o'r oedran 'delfrydol'. Gyda phlant hŷn, mae gennych ddarlun llawer cliriach o'r modd maen nhw'n datblygu nag y gallech ei gael gyda babi."*



# Sefydlu Cofrestr Fabwysiadu i Gymru er mwyn cyflymu'r broses o baru plant drwy hysbysu plant a mabwysiadwyr yn gyflymach yn unol â rheoliadau diwygiedig.



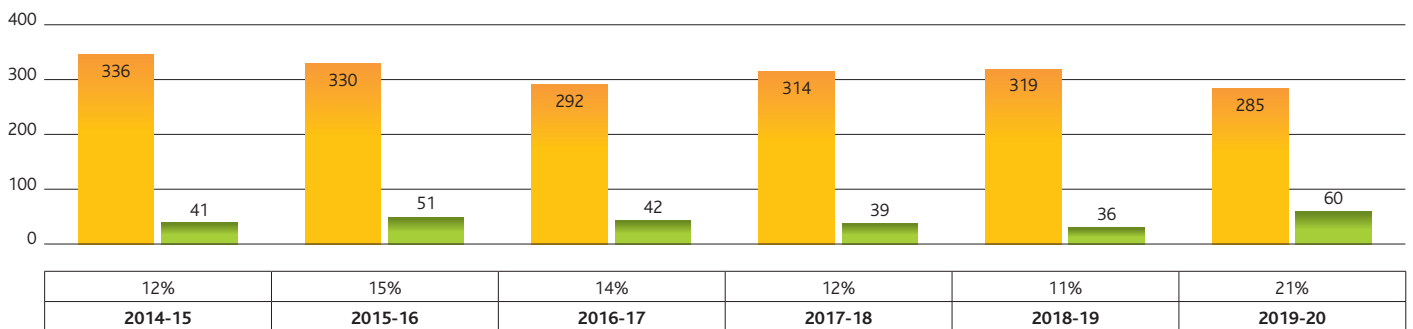
Cofrestr Fabwysiadu **Cymru**  
Adoption Register **Wales**

## COFRESTR FABWYSIADU CYMRU

Lansiwyd y Gofrestr Fabwysiadu newydd i Gymru (ARW) ym mis Mehefin 2019. Mae'n wasanaeth canfod teulu cwbl ddwyieithog, ar-lein, gyda mynediad i fabwysiadwyr wedi'i reoli. Gan ddefnyddio Link Maker, system ddiogel gyflym a hawdd i'w defnyddio, mae'r Gofrestr yn cefnogi gwasanaethau yng Nghymru i baru plant â mabwysiadwyr a lleihau eu hamser aros.

### Cyfateb Cofrestr

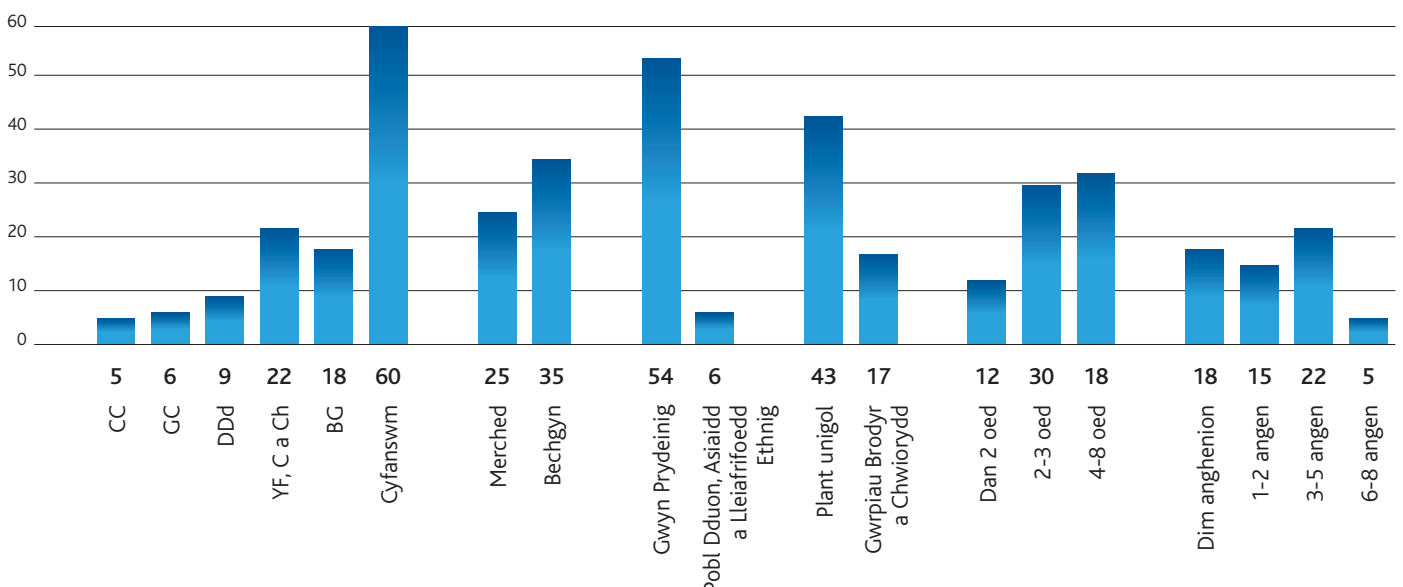
■ Pawb a Barwyd ■ Cyfateb Cofrestr



### Paru

Mae'r graff isod yn dangos bod 70% (n42) o'r 60 o blant a leolwyd drwy'r gofrestr yn blant a allai aros yn hirach am leoliad oherwydd eu hanghenion ychwanegol a nodwyd neu eu bod yn fwy tebygol o fod ag anghenion ychwanegol. Mae hefyd yn dangos bod 80% (n48) dros 2 flywydd oed, roedd gan 70% (n41) anawsterau ymlyniad a dosbarthwyd 36% (n22) fel rhai ag anawsterau ymddygiadol a/neu anawsterau emosiynol.

### Parau a gafwyd trwy ARW 2019-20



## GWEITHGAREDD Y GOFRESTR MABWYSIADU

Atgyfeiriwyd 308 o blant ynghyd â 193 o ddarpar fabwysiadwyr a oedd naill ai wedi hunan-gofrestru neu wedi cael eu hatgyfeirio gan eu hasiantaethau. Mae'r nifer hon o blant yn debyg i'r flwyddyn flaenorol, ond 62% yn fwy o fabwysiadwyr, a all fod yn gysylltiedig â mabwysiadwyr sy'n gallu cyrchu'r gwasanaeth yn uniongyrchol a'r newid yn y rheoliadau lle y dylid cyfeirio plant a mabwysiadwyr yn gynharach.

Cafwyd cyfanswm o 285 o barau yng Nghymru eleni, y nodwyd 60 ohonynt drwy'r gofrestr, cymhariaeth â 36 a 39 o flynyddoedd blaenorol. Mae hyn yn gynydd sylweddol ar y blynyddoedd blaenorol i 21%, o ystyried bod y gwaith paru drwy'r gofrestr wedi amrywio rhwng 11% a 15%. Wrth i'r gofrestr newydd gael ei hymgorffori'n fwy cadarn, byddwn yn parhau i ddadansoddi'r tueddiadau hyn.



Cynhaliwyd 4ydd Diwrnod Gweithgareddau Mabwysiadu yng Nghymru ym mis Mawrth 2020. Mae'r rhain wedi dod yn ddull sefydledig o baru plant sy'n aros am leoliad mabwysiadu, yn enwedig ar gyfer plant sydd wedi bod yn aros yn hirach i ddod o hyd i deuluoedd mabwysiadol posibl, y gallai fod gan rai ohonynt anghenion ychwanegol. Roedd y digwyddiad eleni yn dilyn amserlen debyg i'r hyn a fu'n llwyddiannus mewn blynyddoedd blaenorol er bod angen rhywfaint o addasiadau yn y sefyllfa Covid-19 a oedd yn datblygu.

O ganlyniad, cafwyd 17 o ddatganiadau o ddiddordeb (o'u cymharu â 14 yn 2018/19) gan deuluoedd ac mae'r rhain yn y broses o gael eu dilyn i fyny.

Cynhaliwyd dau Ddiwrnod Cyfnewid hefyd yn ystod y flwyddyn yng Nghaerdydd a Bae Colwyn yn y drefn honno. Roedd cyfanswm o 27 o deuluoedd yn bresennol gyda 136 o blant yn cael eu proffilio, y mwyafrif yn rhan o grwpiau o frodyr a chwiorydd ac anghenion cymhleth. O ganlyniad i'r digwyddiadau hyn cafwyd 4 achos o baru llwyddiannus (o gymharu â 3 yn 2018/19).

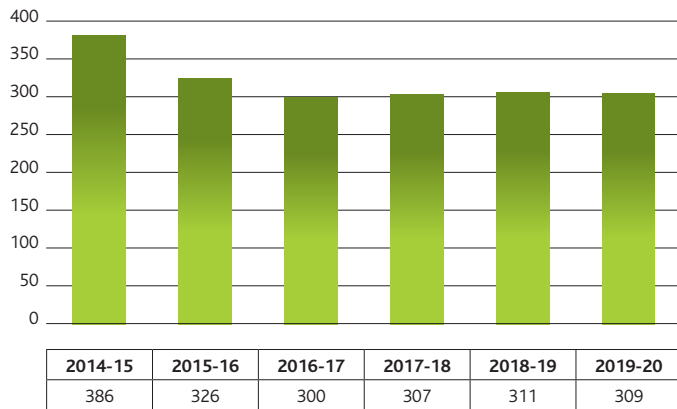


"Dyma oedd digwyddiad a gafodd ei gynllunio'n dda. Darparwyd amgylchedd difyr, diddorol ac ymarferol i'r plant."

"..... fe wnaeth fwynhau ei hun yn fawr iawn ac nid oedd am adael am 4pm!"

# Beth oedd yr effaith gyffredinol ar leoli plant yn 19/20?

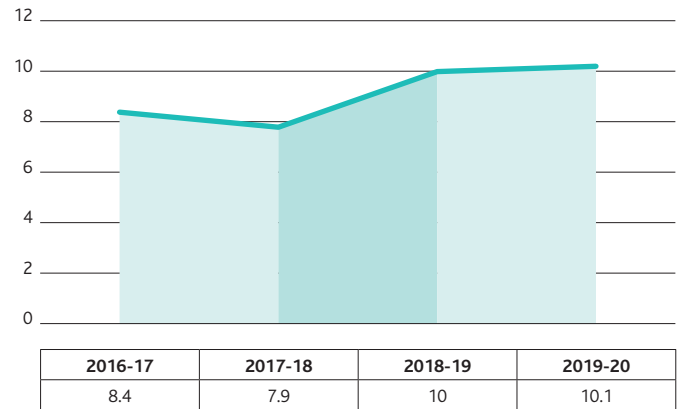
## Nifer y plant a leolwyd i'w mabwysiadu



Gostyngodd nifer y plant a oedd yn aros am leoliad mabwysiadu yn ystod 2019/20.

- Ar y cyfan lleolwyd 309 o blant, nifer debyg i'r tair blynedd diwethaf.
- Rhoddwyd tua 270 o orchmynion mabwysiadu i blant oedd wedi'u lleoli eisoes.
- Gostyngodd nifer y plant a oedd yn aros ar ddiwedd y flwyddyn (31.03.20) i 270. Roedd hyn yn cynnwys 68 o blant â 'chyswllt cadarn' a oedd yn debygol o gael eu cadarnhau ynghyd â 22 o blant a oedd yn debygol y byddai newid yn eu statws yn ôl i 'derbyn gofal' yn y tymor hir.
- O'r herwydd roedd gwaith dod o hyd i deuluoedd yn weithredol ar gyfer 179 o blant ar ddiwedd y flwyddyn.

## Cyfartaledd (mewn misoedd) o PO i PFA



Mae ymchwil ac arfer gorau yn pwysleisio pa mor bwysig yw hi i blant gael eu lleoli cyn gynted â phosibl ar ôl i'w gorchymyn lleoli gael ei wneud.

- Arhosodd yr amserlenni cyfartalog ar gyfer lleoli plant yn weddol sefydlog ar 10.1 mis, er ychydig yn uwch na'r meincnod o 8 mis fel yr amlinellwyd yn y canllawiau.

Fe wnaeth 2019/20 weld rhai newidiadau yn y galw am fabwysiadu gyda gostyngiad yn nifer y plant a atgyfeiriwyd, er nad oeddent mor fawr â'r hyn a welwyd yn 2015/16 ar ôl dau ddyfarniad arwyddocaol yn yr Uchel Lys.

- Gostyngodd atgyfeiriadau o 21% o 2018/19 – profodd pob rhanbarth leihad.
- Gostyngodd y gorchmynion lleoli o 19% (N63) - cafwyd gostyngiad yn yr holl ranbarthau heblaw am Ganolbarth a Gorllewin Cymru.

Mae'r rhesymau dros hyn yn debygol o fod yn amrywiol a byddant yn adlewyrchu'r gwaith sy'n cael ei wneud gan awdurdodau lleol, gyda Llywodraeth Cymru, i leihau lefelau plant 'sy'n derbyn gofal; yng Nghymru, gan gynnwys effaith gadarnhaol gwasanaethau 'Edge of Care' a 'Reflect'.

Ar gyfer gwasanaethau mabwysiadu, mae hyn yn rhoi cyfle i ganolbwyntio ar leihau lefel y plant sy'n aros ymhellach. Mae'n wir o hyd fod tua un rhan o bump o'r holl blant sy'n gadael y system derbyn gofal yn gwneud hyn yn barhaol drwy fabwysiadu.



# PARHAU I WELLA CYMORTH MABWYSIADU



## Rhoi'r Fframwaith Cymorth Mabwysiadu a'r cynlluniau buddsoddi ar waith

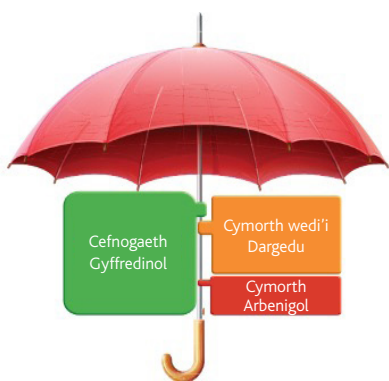
Ym 2016, datblygodd NAS ei chynllun strategol ar gyfer datblygu gwasanaethau cymorth mabwysiadu yng Nghymru.

Gyda'i symbol ymbarél nodedig, y weledigaeth dros amser oedd gwarantu 'Cynnig Craidd' o gefnogaeth i holl blant a phobl ifanc mabwysiedig Cymru a'u rhieni, yn ogystal ag i eraill sy'n cael eu heffeithio gan fabwysiadu.

Y bwriad yw y bydd y 'Cynnig Craidd' hwn yn:

- galluogi teuluoedd sy'n mabwysiadu ar y dechrau a chefnogi eu dyddiau cynnar i annog teuluoedd iach a hyderus;
- darparu gwybodaeth, cyngor neu gymorth effeithiol pan a phryd y mae ar deuluoedd eu hangen ac mewn ffordd amserol fel bod unrhyw faterion sy'n codi yn llai tebygol o waethygu i faterion mwy difrifol; a
- Darparu cymorth parhaus neu ail-fynediad hawdd i wasanaethau lle mae eu hangen.

Rhoddyd hwb enfawr i wireddu'r weledigaeth hon pan gyhoeddodd Llywodraeth Cymru becyn buddsoddi gwerth £2.3m o fis Ebrill 2019. Roedd y buddsoddiad yn cwmpasu 14 o amcanion.

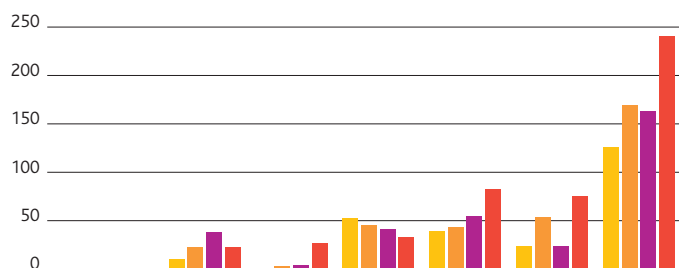


## TROSOLWG O'R DDARPARIAETH CYMORTH MABWYSIADU YN YSTOD 2019/20

Arhosodd nifer y plant yr oedd eu cynllun yn cynnwys cymorth o'r adeg lleoli yn gymharol sefydlog yn ystod 2019/20, sef tua 35% o'r plant a leolwyd. Er bod hyn yn parhau i fod yn ganran weddol isel, mae'n gynydd o'r amcangyfrifon o tua 25% yn yr ymchwil a oedd yn rhagflaenu NAS, yn ogystal â'r hyn a gynhaliwyd gennym ni yn 2015/16.

Yn yr un modd, roedd cynnydd hefyd yn nifer yr asesiadau newydd ar gyfer cymorth mabwysiadu a gynhaliwyd. Mae'r rhain ar gyfer teuluoedd/plant nad ydynt yn derbyn cymorth parhaus sy'n datblygu anghenion cymorth. Cynyddodd hyn i 237 o 170 y flwyddyn flaenorol gyda chynnydd wedi'i ganoli mewn tri rhanbarth.

**Nifer yr asesiadau newydd a gwblhawyd mewn perthynas â phlant nad ydynt yn derbyn gwasanaeth cymorth mabwysiadu ar hyn o bryd**



	CC	GC	DDd	VVC	BG	Cyf
2016/17	11	–	52	38	23	124
2017/18	23	4	45	42	53	167
2018/19	38	5	40	54	23	160
2019/20	23	27	32	81	74	237

Mae mwy na dwy ran o dair o'r asesiadau newydd yn arwain at ddarparu cymorth therapiwtig neu ymarferol, ac mae nifer y teuluoedd sy'n cael taliadau ariannol untro a lwfansau mabwysiadu yn parhau i ostwng ychydig. O'u hystyried gyda'i gilydd mae'r uchod yn dangos bod mwy o gymorth mabwysiadu'n cael ei gynnig a'i gymryd cyn lleoli ac ar ôl mabwysiadu.

O ran gwasanaethau cymorth mabwysiadu eraill:

- Cyrhaeddodd nifer y trefniadau blwch llythyrau gweithredol 3,819, sy'n fwy na'r llynedd. Mae'r rhain yn gysylltiadau pwysig ar gyfer plant wedi'u mabwysiadu gan eu helpu i gael gwybodaeth am eu teuluoedd biolegol a'u helpu i ddeall eu hanes;
- Cododd lefel gyffredinol y ceisiadau gan frodyr a chwiorydd biolegol am asesiad yn sylweddol, ond roedd hyn i raddau helaeth wedi'i ganoli mewn un rhanbarth o ganlyniad i waith a oedd yn canolbwyntio ar hyn, gyda'r duedd ar draws y rhanbarthau eraill yn ostyngiad mewn ceisiadau;
- Gostyngodd ceisiadau am fynediad at gofnodion geni hefyd o swm bach yn gyffredinol, gyda rhai rhanbarthau'n cynyddu ac eraill yn lleihau; a
- Gostyngodd ceisiadau am wasanaethau cyfryngol ar y cyfan hefyd gyda phob rhanbarth ond un yn profi gostyngiad.

## RHAGLEN DATBLYGU CYMORTH MABWYSIADU'R NAS

Gwelodd 2019/20 y flwyddyn gyntaf o gyllid gan Lywodraeth Cymru i weithredu elfennau penodol o'r Fframwaith Cymorth Mabwysiadu ar lefel genedlaethol a rhanbarthol, gan gynnwys rhai gwasanaethau a gomisiynwyd gan bartneriaid yn y sector gwirfoddol.

Cafodd y pecyn buddsoddi £2.3m hwn groeso cynnes gan y NAS a'i bartneriaid gan alluogi'r camau cyntaf tuag at y newid sylweddol mewn gwasanaethau yr ydym am eu gwneud.



### Rhoi'r rhaglen TESSA ar waith

Mae'r rhaglen Gwasanaethau Therapiwtig, Addysg a Chymorth mewn Mabwysiadu (TESSA) yn fenter ar gyfer Cymru gyfan sydd â'r nod o rymuso rhieni mabwysiadol, sy'n magu plant sydd wedi dioddef trawma, drwy roi mynediad cynnar iddynt i seicolegydd clinigol yn ogystal â chefnogaeth gan gymheiriaid. Mae ymchwil yn dangos bod angen cymorth proffesiynol ar hyd at ddwy ran o dair o rieni mabwysiadol yng Nghymru ar ryw adeg.

Adoption UK yw ein partner strategol ar gyfer y fenter hon. Mae cyllid buddsoddi yn darparu 5 o swyddi rhanbarthol ac mae'n rhannol yn ariannu'r seilwaith cenedlaethol ar gyfer y gwasanaeth hwn, sydd hefyd yn derbyn cyfran o gyllid y Loteri Fawr a Chyllid Cymunedau ledled y DU. Dechreuodd y gwasanaeth ym mis Tachwedd 2019, ar ôl treulio'r misoedd nesaf yn recriwtio a hyfforddi rhieni-bartneriaid profiadol i ddarparu cefnogaeth cymheiriaid ledled Cymru a sefydlu'r gwasanaeth seicoleg sy'n cynnal asesiadau ac yn darparu grwpiau cymorth.

Erbyn diwedd mis Mawrth roedd y gwasanaeth wedi derbyn 42 o atgyfeiriadau. Roedd y teuluoedd hyn i gyd yn cael eu cefnogi gan rhiant-bartner ac un ai wedi cael, neu wedi cynllunio yn eu sesiynau asesu a/neu gefnogi, er i'r model gwasanaeth gael ei newid i ar-lein oherwydd Coronafeirws yn ystod mis Mawrth. Cynhaliwyd 16 o ymgynghoriadau, cafodd 1 grŵp yn cynnwys 5 teulu ei gyflwyno ac 1 ddarpariaeth well ynglŷn â thrais plant tuag at rieni.

Mae Mary yn un o'r rhieni mabwysiadol sydd ar hyn o bryd yn derbyn cefnogaeth cymheiriaid gan Julie un o'r rhiant-bartneriaid. Mabwysiadodd Mary a'i phartner eu mab pan oedd yn naw mis oed. Erbyn iddo fod yn bedair oed roedd eisoes wedi mynd drwy bum lleoliad meithrin ac ysgol, a phob un wedi chwalu. Dywedodd Mary: *"Daeth y pwynt isaf yn dilyn terfynu un lleoliad pan ddywedwyd wrthyf ei fod yn "blentyn drwg a cas a oedd yn ddrwg i fusnes". Cofiodd Mary: "Dywedodd rhywun wrthyf am TESSA gan Adoption UK ac o fewn wythnosau roeddem wedi treulio rhywfaint o amser gyda seicolegydd a'n helpodd i lunio jig-so bywyd ein mab a gyda'n gilydd fe wnaethon ni ddechrau archwilio sut gallen ni fynd ati i fynd i'r afael â phethau drwy ei lygaid ef. Doedd y gefnogaeth ddim yn stopio yno – cawsom ein rhoi mewn partner gyda chyfoedion a ddaeth hefyd i'n tŷ i wrando a rhannu profiad. Llai na dau fis yn ddiweddarach mae gennym olwg fanwl o*

*anghenion ein mab; strategaethau i helpu i sicrhau ei fod yn teimlo'n hapus a sicrwydd ein bod yn gwneud y pethau iawn.*" Ychwanegodd Mary: "Rydyn ni'n edrych ymlaen yn awr at weithio tuag at ddod o hyd i'r lleoliad iawn i'n mab gyflawni ei botensial ym mis Medi pan fydd yn dechrau yn yr ysgol."

Cynhaliwyd symposiwm Seicoleg Llwyddiannus iawn ddechrau mis Mawrth, gyda mwy na 97 o gyfranogwyr yn mynychu, lle ymunodd seicolegwyr a gweithwyr proffesiynol eraill â rhieni mabwysiadol i drafod dull TESSA a'r broses o'i gyflwyno ledled Cymru.

*"Roedd y diwrnod cyfan yn dda iawn, roedd wedi'i drefnu'n dda ac roedd wynebaw cyfeillgar wrth gyrraedd. Roedd y bwyd a'r canu yn ardderchog. Roeddwn i wir yn hoffi'r neges mai'r teulu a'r amgylchedd sy'n gwneud y gwahaniaeth ar gyfer datblygiad plant ac nad yw'n ymwneud ag 'atgyweirio'r plentyn'."*

Agorwyd y gynhadledd gan y Dirprwy Weinidog Iechyd a Gwasanaethau Cymdeithasol, Julie Morgan MS, ac yna cafwyd anerchiad gan Lyne Neagle MS, a oedd, fel Cadeirydd Pwyllgor Plant, Pobl Ifanc ac Addysg Cynulliad Cenedlaethol Cymru, yn gyfrifol am yr adroddiad dylanwadol 'Mind over Matter'.



## GWASANAETH CYMORTH A GWYBODAETH CENEDLAETHOL NEWYDD I BLANT A PHOBL IFANC

Yn ystod 2019/20 gweithiodd y gwasanaeth 'Connected' newydd gyda 84 o blant a phobl ifanc, ynghyd â chynllunio i ehangu i bob rhan o Gymru mewn partneriaeth ag ardaloedd NAS. Adoption UK yw ein partner strategol ar gyfer y fenter hon. Mae cyllid buddsoddi wedi darparu 5.6 o swyddi, un swydd cydlynedd cenedlaethol ac un ym mhob un o'r rhanbarthau.

Mae pedair elfen allweddol i'r gwasanaeth hwn yn genedlaethol:

1. Grwpiau Connected a fydd ar gael ledled Cymru;
2. Gwybodaeth a chyngor -ynghylch mabwysiadu sydd ar gael i bobl ifanc drwy'r un sianeli â lle maen nhw'n cael gafael ar wybodaeth arall;
3. Cael eu clywed a'u parchu - Casglu safbwyntiau a blaenoriaethau plant a phobl ifanc sydd wedi'u mabwysiadu a'u bwydo i gynlluniau rhanbarthol a chenedlaethol mewn ffordd systematig a chwbl gyfranogol. Mae'n cynnwys cynllun llysgennad i oedolion mabwysiedig ifanc, ac mae dau oedolyn ifanc eisoes wedi cofrestru; a
4. Ymwybyddiaeth ac uwchsgilio - Codi ymwybyddiaeth ac uwchsgilio gwasanaethau ieuencid/chwarae prif ffrwd er mwyn sicrhau eu bod yn deall ac yn ymateb yn well i anghenion plant a phobl ifanc sydd wedi'u mabwysiadu.

Mae'r grwpiau Connected presennol wedi darparu llawer o adborth cadarnhaol ar fanteision treulio amser gyda'u cyfoedion yn y sesiynau:

*"Mae'n dda oherwydd does dim rhaid i mi esbonio pethau iddyn nhw a dydyn nhw ddim yn dweud pethau twp fel 'beth ddigwyddodd i dy fam go iawn ta?"*

*"Dydy fy ffrindiau yn yr ysgol ddim yn deall sut beth yw cael eich mabwysiadu ac alla i ddim siarad â nhw am y peth. Pan rydw i wedi trio o'r blaen, doedden nhw ddim yn deall beth oeddwn i'n siarad amdano. Rwy'n hoffi bod gyda phlant eraill sydd wedi'u mabwysiadu oherwydd dydw i ddim yn teimlo mai fi yw'r unig un."*

*"Ie i mi, mae'n 'normal' cael dy fabwysiadu, felly mae cwrrd â phobl eraill sy'n normal fel fi yn grêt."*



## Mae Charlotte yn Llysgennad Ifanc

"Efallai y bydd rhai pobl yn fy ngalw yn fabwysiadai, rwy'n galw fy hun yn berson wedi fy mabwysiadu, ond o ddydd i ddydd gallwch fy ngalw i'n Charlotte oherwydd dyna fy enw i ac mae'n well gen i fy labeli ar ddiadid nid pobl. Mae cymaint o bethau cadarnhaol yn gysylltiedig â mabwysiadu, fodd bynnag, mae rhai pethau negyddol hefyd yn cael eu profi. Mae pawb yn wahanol ac yn profi ac yn teimlo bod mabwysiadu yn wahanol. I mi, mae cael fy mabwysiadu yn golygu cael ail gyfle mewn bywyd. Cefais fy magu gyda set anhygoel o rieni caredig a chefnogol a roddodd wybodaeth briodol i fy oed i mi drwy gydol fy mywyd ac felly roeddwn i'n gwybod erioed fy mod wedi cael fy mabwysiadu, doeddwn i heb ddeall yn llawn beth oedd yn ei olygu a'r effaith y byddai'n ei chael arnaf i a fy mywyd ac nid oedd hyd nes i mi ddeall yn llawn yr hyn a oedd cael eich mabwysiadu yn ei olygu, y bu i mi ddechrau teimlo synnwyr o golled.

Y ffordd y byddwn i'n disgrifio'r pontio o wybod i mi gael fy mabwysiadu i ddeall fy mod wedi cael fy mabwysiadu oedd profi teimladau'r broses alaru, a bwm yn delio â phob teimlad ar oedran ac amser gwahanol yn fy mywyd. Gwadu oedd y cam pan roeddwn i'n gwybod fy mod wedi cael fy mabwysiadu ond nad oeddwn i'n deall yn llawn beth roedd hynny'n ei feddwl. Yn fy ardegau fe wnes i brofi dicter, camau bargeinio ac iselder ac euogrwydd y broses lle roeddwn yn deall beth oedd mabwysiadu, ond arweiniodd at y cwestiynau 'pam, beth, sut' a wnaeth i mi deimlo'n ddig wrth feddwl am yr atebion tebygol a'r ffaith nad oedd gen i ffordd o wybod. Byddwn yn aml yn creu ffantasi am fy rhieni biolegol a sut beth fyddai cwrdd â nhw ac yna pan oeddwn i wir yn dechrau deall na fyddai fy ffantasiâu yn realiti, dyna pryd roedd yr iselder a'r euogrwydd yn fy nharo oherwydd nad oedd gen i lyfr stori bywyd, teimlais ymdeimlad o golled oherwydd fy mod wedi cael gwybod pethau gwahanol gan wahanol bobl drwy gydol fy mywyd nes nad oedd yn teimlo fel fy stori i, roedd yn teimlo fel criw o bobl i gyd yn cyfrannu darn i bos fy mywyd. Ac roeddwn i eisieu cael profiad o adeiladu'r pos hwnnw, felly pan ddeallais nad oedd oeddwn i mewn rheolaeth o reidrwydd, fe wnaeth fy mrifo.

Pan gefais wybod gyntaf am talk adoption, mi fyddai'n onest, roedd yn frawychus gan nad oeddwn i erioed wedi siarad â neb arall am fy mabwysiadu ac roeddwn i wedi cadw fy mhrofiad yn dawel felly roedd yn teimlo fel fy mod yn rhwygo plastr oddi ar friw nad oedd wedi gwella'n llwyr eto, ac yn ei ddangos i'r byd. Roeddwn yn 14 mlwydd oed pan gefais fy nghyflwyno i talk adoption a'r gwych Ruth Letten, sydd yn ddiarwybod wedi bod yn hyfforddwr bywyd i mi drwy gydol y broses, rhoddodd le diogel i mi archwilio a phrosesu fy holl emosiynau a theimladau mewn ffordd ddilys, drwy gelf, cyfathrebu, drama, ac ymgysylltu â phobl ifanc eraill wedi'u mabwysiadu, gan hefyd annog a chaniatáu i mi fod 100% yn fi fy hun heb ymddiheuro. Roeddwn i'n nerfus ac yn gyffrous i weld sut beth oedd talk adoption a wnes i ddim am eiliad ragweld faint o effaith y byddai yn ei gael arnaf fi a chynifer o bobl ifanc eraill wedi'u mabwysiadu.

Mae Talk adoption ['Connected' bellach] wedi bod yn un o'r pethau gorau i gael ei greu yn y degawd diwethaf oherwydd mae wedi helpu i fy siapio fel person ac wedi rhoi cyfleoedd mor fawr i mi gael dweud fy nweud a chlywed lleisiau pobl eraill wedi'u mabwysiadu. Heb anogaeth a chefnogaeth barhaus gan fy rhieni a Ruth, fyddwn i ddim wedi gallu cyrraedd cam olaf y broses alaru, derbyn ac am hynny byddaf yn ddiolchgar ac yn ddyledus am byth. Ers cyrraedd y cam derbyn rwyf wedi gallu newid fy meddwl o 'pam wnaeth hyn ddigwydd' i 'sut alla i helpu eraill drwy eu brwydrau a dyna pam rydw i wedi rhoi mwy o amser i wirfoddoli yn y grwpiau talk adoption yn hytrach na defnyddio'r gwasanaeth, gan fy mod wedi sylweddoli nad oedd angen help arnaf mwyach ond rwy'n dal i fod eisieu helpu eraill a gobeithio y gall eraill elwa o'm profiad."



## SEFYDLU'R FFRAMWAITH DEUNYDDIAU TAITH BYWYD NEWYDD

Mae'r NAS yn parhau i weithio ar wella cynnwys, ansawdd ac argaeledd Deunyddiau Taith Bywyd i blant a phobl ifanc wedi'u mabwysiadu a'u teuluoedd. Rydym wedi parhau i weithio ar y Fframwaith newydd a'r Canllaw Arfer Da ar gyfer Gwaith Taith Bywyd yng Nghymru a lansiwyd yn 2016, a rhoi'r rhain ar waith.

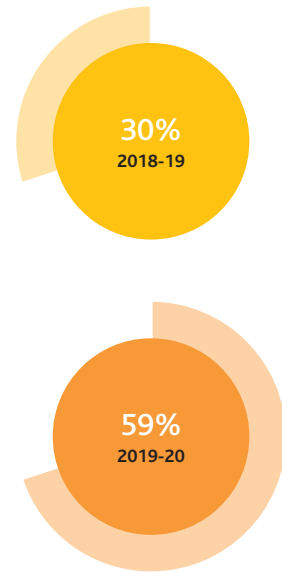
Mae angen i bob plentyn nad yw'n gallu derbyn gofal gan ei deulu genedigol, feddu ar ddealltwriaeth o hanes eu teulu a'u taith unigryw drwy ddeunyddiau taith bywyd sy'n cefnogi hunaniaeth plentyn, hybu hunan-barch a helpu i roi ymdeimlad o berthyn a lles i'r plentyn.

Gan weithio gyda staff ledled Cymru a gyda chefnogaeth AFA Cymru, mae'r adnoddau ar-lein wedi cael eu cynyddu gyda chanllawiau ac offer ychwanegol ar gyfer rhieni biolegol a gofalwyr maeth wedi'u hychwanegu leni. Mae gwaith yn mynd rhagddo i sicrhau bod ystod gynyddol o adnoddau ar-lein ar gyfer y gwaith hwn yn hygyrch ac y gellir eu defnyddio gan rieni a staff mabwysiadol.

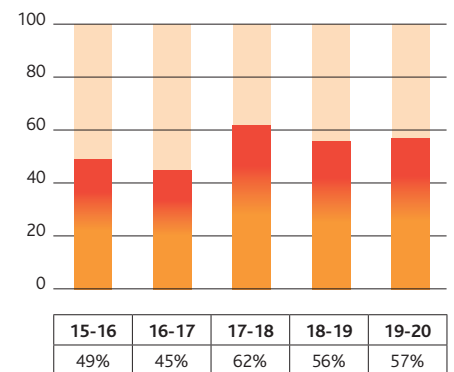
Mae'r arian buddsoddi wedi galluogi creu swydd 'cydlynnydd' hyrwyddo ym mhob un o bum rhanbarth NAS, er mwyn gweithredu'r dull yn well yn gyson. Mae un rhanbarth wedi defnyddio rhywfaint o'i gyllid i greu swyddi yn ei awdurdodau lleol i ddyfnhau'r cysondeb hwn gyda staff sy'n rheoli achosion plant.

- Mae cyfran y plant yr oedd eu gwaith taith bywyd ar gael iddynt pan cawsant eu paru, wedi gwella'n sylweddol i 59%.
- Mae'r effaith ar argaeledd gwaith taith bywyd yn yr ail adolygiad mabwysiadu yn llai eglur ar hyn o bryd ond, ar 57%, mae'r duedd ar i fyny araf yn parhau.
- Erbyn hyn mae hyd at 14 o swyddi ledled Cymru yn canolbwyntio ar y maes gwaith pwysig hwn gyda pheth effaith yn dod yn glir; bu gwelliannau sylweddol yn y rhanbarth sy'n defnyddio buddsoddiad i weithio ar hyn yn ei hawdurdodau lleol.

### Cyfran y plant a oedd â deunyddiau Taith Bywyd yn y panel paru



### Cyfran y plant a oedd â deunyddiau Taith Bywyd yn yr 2il adolygiad mabwysiadu







## DULLIAU NEWYDD O ARFER GORAU

Comisiynwyd AFA Cymru fel ein partner strategol ar gyfer y gwaith hwn. Gan ddefnyddio ymchwil ac arbenigedd perthnasol a gweithio gyda rhanbarthau, asiantaethau mabwysiadu gwirfoddol ledled Cymru a'r tîm canolog, maen nhw'n cefnogi'r NAS i ddatblygu dulliau newydd o arfer gorau o ran:

- Pontio a cymorth lleoliad cynnar (gan gynnwys Mabwysiadu Gyda'n Gilydd);
- Trefniadau cyswllt ar gyfer plant wedi'u mabwysiadu;
- Gweithio gyda rhieni biolegol; a
- Fframwaith arfer da wedi'i ddiweddarau a dull o asesu, cynllunio ac adolygu cymorth mabwysiadu.

Ynghyd â hyn, mae rhanbarthau wedi buddsoddi mewn gallu i ddechrau darparu ffyrdd gwell o weithio yn y meysydd hyn.

### Lleoli plant a darparu cefnogaeth gynnar

Yn ystod y flwyddyn mae Afa Cymru wedi bod yn datblygu'r 'canllawiau arfer da', gan fanteisio ar yr arbenigedd a'r gwasanaethau sy'n datblygu sy'n bodoli mewn rhanbarthau ac asiantaethau mabwysiadu gwirfoddol, yn ogystal â defnyddio ymchwil a modelau sy'n bodoli eisoes. Mae'r drafft terfynol yn cael ei gwblhau gyda chynlluniau i'w lansio yn ystod 2020/21.

Y nod yw sicrhau y bydd pob plentyn a phob teulu sy'n mabwysiadu yng Nghymru yn elwa ar ddull cyson â chefnogaeth o ymddrin â chyflwyniadau, lleoliadau a chymorth cynnar sy'n cael eu llunio i ddiwallu eu hanghenion. Mae cyllid buddsoddi yn darparu 5 swydd gyda phob rhanbarth yn buddsoddi yng ngallu staff i roi'r dulliau hyn ar waith.

Roedd yr arian buddsoddi yn 2019/20 hefyd yn cymorthdal costau'r awdurdod lleol ar gyfer y lleoliadau Mabwysiadu Gyda'n Gilydd a wnaed yn 2019/20.

## FFRAMWAITH ARFER GORAU NEWYDD A DULL O GYSYLLTU

Fel uchod mae Afa Cymru wedi bod yn datblygu'r 'canllawiau arfer da', gan fanteisio ar yr arbenigedd a'r gwasanaethau sy'n datblygu sy'n bodoli mewn rhanbarthau ac asiantaethau mabwysiadu gwirfoddol, ymchwil a modelau sy'n bodoli eisoes a'i gysylltu â gwaith arall sydd wedi bod yn mynd rhagddo yng Nghymru. Mae hwn hefyd mewn cam drafft terfynol gyda chynlluniau i'w lansio yn ystod 2020/21 ac mae swyddi'n cael eu hariannu mewn dau ranbarth.

- Mae'r Tîm Canolog yn parhau i weithio gyda Voices from Care (VfC), Plant yng Nghymru a phartneriaid eraill (AUK, Afa Cymru, Plant yng Nghymru, Prifysgol Caerdydd, y Rhwydwaith Maethu) i ymateb i argymhelliad Comisiynydd Plant Cymru 2016/17 y dylai Llywodraeth Cymru weithio gyda'r Gwasanaeth Mabwysiadu Cenedlaethol (NAS) i sicrhau bod hawliau i gysylltu â brodyr a chwiorydd yn cael eu hystyried yn llawn wrth gynllunio gofal mabwysiadu. Mae hyn wedi dechrau cael ei adnabod fel 'Cynghrair Brodyr a Chwiorydd'.
- O ganlyniad i hyn, fe wnaethom gydweithio â Chanolfan Gyfreithiol Plant Cymru i lunio a chyhoeddi 'Taflen Gyngor' ar gyswllt ar gyfer plant a phobl ifanc sy'n cael eu mabwysiadu neu sy'n derbyn gofal.
- Mae'r Cynghrair Brodyr a Chwiorydd wrthi'n datblygu 'adduned' ar gyfer plant a phobl ifanc sy'n cael eu gwahanu oddi wrth eu brodyr a'u chwiorydd. Y bwriad yw y bydd hyn yn meithrin cefnogaeth gan yr holl gyrrff cyhoeddus a gwirfoddol i wneud gwelliannau. Mae hyn ar y cam ymgynghori ar hyn o bryd ac ar ôl hynny bydd yn cael ei rannu'n eang gyda'r holl randdeiliaid proffesiynol, Gweinidogion a'r Farnwriaeth er mwyn llywio arfer gwell wrth gynllunio ar gyfer cyswllt.

## FFRAMWAITH A DULL NEWYDD O WEITHIO GYDA RHIENI BIOLEGOL

Unwaith eto, mae AFA Cymru wedi bod yn datblygu'r 'canllawiau arfer da', gan fanteisio ar yr arbenigedd a'r gwasanaethau sy'n datblygu sy'n bodoli mewn rhanbarthau ac asiantaethau mabwysiadu gwirfoddol, yn ogystal â defnyddio ymchwil a modelau sy'n bodoli eisoes gan ystyried y cysylltiadau gyda'r rhwydwaith o brosiectau<sup>1</sup> Reflect sydd bellach ar waith ledled Cymru. Bydd hwn hefyd yn cael ei lansio yn 2020/21. Mae tri o'r rhanbarthau wedi creu 4 swydd i gefnogi gwaith gyda rhieni biolegol.

Yn ystod 2019/20 manteisiodd mwy na 330 o rieni biolegol ar wasanaethau o ranbarthau NAS. Cafodd mwy na 650 o rieni biolegol eu hatgyfeirio i'r gwasanaeth, ac roedd canran uchel o'r rheini yn cael cynnig gwasanaeth; mae'r nifer sy'n derbyn yn y flwyddyn gyntaf yn isel ond mae'n gwella'n sylweddol wrth edrych ar rieni o flynyddoedd blaenorol. Eto, mae mwy o bobl yn manteisio ar y gwasanaethau yn y rhanbarthau hynny lle defnyddiwyd y buddsoddiad i wella'r gwasanaeth.

Mewn un rhanbarth mae'r berthynas â'r gwasanaeth **Reflect** yn sicrhau bod rhieni biolegol yn cael cymorth gyda rhai elfennau o'r broses fabwysiadu. Yn Ne-ddwyrain Cymru mae'r broses **Reflect**, i gefnogi rhieni biolegol a theuluoedd pan fyddant yn ffarwelio â'u plant, yn seiliedig ar rannu gwybodaeth adeiladol a chadarnhaol a gwneud penderfyniadau. Mae teimladau a dymuniadau rhieni biolegol yn cael eu cynnwys yn y broses a sut mae'r cyswllt terfynol yn digwydd. Mae rhieni biolegol yn cael help i deithio i'r cyswllt, paratoi gweithgareddau, tynnu lluniau – unrhyw beth i fanteisio i'r eithaf ar amser y rhiant gyda'u plentyn. Defnyddir y ffotograffau i gefnogi'r rhieni biolegol i gwblhau gwaith hanes bywyd eu plentyn. Gall y camau syml hyn wneud gwahaniaeth i brofiadau rhieni biolegol o ddiwrnod mor drawmatig a'i wneud yn fwy goddefadwy gan y byddant yn teimlo'n fwy parod ac yn teimlo mwy o reolaeth.

## FFRAMWAITH ARFER GORAU WEDI'I DDIWEDDARU A DULL O ASESU, CYNLLUNIO AC ADOLYGU CYMORTH MABWYSIADU

Mae AFA Cymru hefyd wedi bod yn gweithio ar hyn, er mai dyma'r olaf i ddechrau, gan fod angen casglu'r egwyddorion o'r canllawiau uchod yn ogystal â chanolbwyntio ar yr elfennau cyfreithiol a rheoliadol. Mae un rhanbarth wedi defnyddio ei fuddsoddiad i greu swydd ychwanegol i ganolbwyntio ar wella hyn.

## RHOI CYNLLUNIAU UNIGOL AR WAITH AR GYFER HYFFORDDIANT/DATBLYGIAD AR ÔL CYMERADWYO MABWYSIADWYR

Mae'r 12 o fodiwlau hyfforddiant ôl-fabwysiadu ar gyfer mabwysiadwyr, a ddatblygwyd ar y cyd ag AFA Cymru a Adoption UK ac mewn ymgynghoriad ag ymarferwyr mabwysiadu a mabwysiadwyr, wedi'u lansio ac maen nhw bellach ar wefan y NAS.

Eu bwriad yw helpu a chefnogi mabwysiadwyr i blethu dealltwriaeth o'r hyn mae angen iddyn nhw ei wybod a'r sgiliau sydd eu hangen arnynt i ddatblygu i adeiladu a pharhau i wella eu perthynas â'u plentyn.

Maen nhw ar gael ar y wefan i bobl eu cyrchu'n unigol neu i hyfforddwyr eu lawrlwytho a'u defnyddio mewn hyfforddiant grŵp. Treialwyd y modiwlau yn rhanbarthau NAS gan AUK.

Mynychodd tua 160 o bobl 15 o wahanol ddigwyddiadau hyfforddi a gynhaliwyd gan Adoption UK Cymru (AUK) gan ddefnyddio'r modiwlau hyfforddiant ôl-fabwysiadu hyn yn ystod 2019/20. Cyflwynwyd y rhain ar draws yr holl ranbarthau ac roeddent yn cynnwys y teitlau canlynol: Gwaith Taith Bywyd, Iechyd a Datblygiad, Byw gydag Ymddygiadau Heriol, Gwrthsefyll Di-drais a Chyswllt â Theuluoedd Biolegol. Roedd tua 75% o'r mynychwyr yn rhieni mabwysiadol neu'n ddarpar fabwysiadwyr ac roedd y gweddill yn weithwyr proffesiynol a oedd yn gweithio gyda theuluoedd mabwysiadol.

Mae'r adborth gan staff yn gadarnhaol:

- 'cwrs oedd yn procio'r meddwl gyda llawer o safbwyntiau ar gyswllt' – rhiant wnaeth fynychu cwrs ar Gyswllt.
- 'cwrs defnyddiol iawn, yn fy atgoffa o lawer yr oeddwn wedi'i anghofio, dwi'n teimlo'n llawer mwy cadarnhaol ac fel y gallaf ymdopi â theimlo'n galonogol y byddaf yn gallu ei wneud' – rhiant mabwysiadol ar gwrs ar gyfer mabwysiadwyr oedd yn mabwysiadu am yr ail dro.
- 'roedd y cwrs hwn yn anhygoel, o na fyddwn wedi ei gael flynyddoedd yn ôl, efallai y byddai wedi gwneud gwahaniaeth mawr i'n teulu' – mabwysiadwr wnaeth fynychu cwrs Ymddygiad Heriol.

Mae gan un rhanbarth swydd swyddog hyfforddi cyfredol ac mae ail ranbarth yn defnyddio buddsoddiad i greu swydd newydd. Yn yr ail o'r rhain, Canolbarth a Gorllewin Cymru, mynychodd bron i 150 o fabwysiadwyr a mwy na 40 o ofalwyr maeth hyfforddiant a ddarparwyd gan y rhanbarth yn ystod 2019/20. Mae'r rhanbarth hefyd wedi treialu rhaglen e-ddysgu a gafodd ei chwblhau gan 21 o fabwysiadwyr a nifer o staff. Mae'r adborth o'r e-ddysgu wedi bod yn gadarnhaol o ran cynnwys a hygyrchedd, gyda chyfradd gwblhau uchel gan fabwysiadwyr yn ogystal â gweithwyr proffesiynol.

<sup>1</sup> Mae 'Reflect' yn wasanaeth sy'n ceisio darparu cymorth ymarferol ac emosiynol i fenywod a'u partneriaid y mae eu plentyn/plant wedi'u tynnu o'u gofalu yn orfodol ac yn barhaus. Mae'r rhieni'n cael eu cefnogi am gyfnod o amser ac yn cael cymorth wedi'i deilwra.

## GWELLA'R DEWIS O GYMORTH THERAPIWTIG ARBENIGOL/ WEDI'I DARGEDU SYDD AR GAEL DRWY IECHYD, GOFAL CYMDEITHASOL AC ADDYSG

Mae cyllid buddsoddi yn darparu 6.9 o swyddi a ddefnyddir yn ôl angen rhanbarthol er enghraifft:

- yn Ne-ddwyrain Cymru mae capasiti ychwanegol yn y gwasanaeth seicoleg presennol yn cael ei ariannu sy'n golygu bod tua 40 o blant a theuluoedd ychwanegol wedi cael cymorth, bu dros 130 o sesiynau therapi uniongyrchol ychwanegol a darparwyd 7 o sesiynau hyfforddiant a chymorth i staff; a
- mewn tri rhanbarth arall mae swyddi wedi'u creu a staff wedi'u hyfforddi i ddarparu gwasanaethau therapiwtig fel therapi chwarae a DDP.

Roedd adborth gan rieni yng Nghanolbarth a Gorllewin Cymru yn cynnwys:

*"Gwych cael y cymorth mabwysiadu hwn gan fod y maes wedi cael ei esgeuluso"*

*"Diolch, mae'r help hwn yn gwneud gwahaniaeth go iawn"*

*"heb y cymorth hwn fe fydden ni wedi dioddef chwalfa deuluol gan nad oeddwn i'n gallu ymdopi"*

*"... rydw i wedi gweld gwelliant amlwg mewn ymddygiad ac mae X yn fwy sefydlog yn gyffredinol".*

## CAFODD CYNLLUN NOD BARCUT 'YMWYBYDDIAETH MABWYSIADU' EI DDATBLYGU A'I GYFLWYNO

Mae un rhanbarth yn datblygu nod barcut ar gyfer ymwybyddiaeth o fabwysiadu a all fod yn rhywbeth i'w ymestyn ar draws Cymru yn y dyfodol.

## LLEIHAU OEDI, GAN SICRHAU'R DEWIS EHANGAF O LEOLIADAU NEU WELLA'R PARU AR GYFER PLANT

Roedd rhywfaint o hyblygrwydd yn y cynnig buddsoddi i gefnogi swyddogaethau mabwysiadu eraill. Dewisodd dau ranbarth ddefnyddio hyn i greu Swyddogion Marchnata a Recriwtio llawn amser a rhan-amser yn y drefn honno. Eu rôl yw cynyddu ymholiadau gan ddarparu fabwysiadwyr a darparu cymorth ar gyfer pob cyswllt a wneir.

Mae'r swyddi ychwanegol hyn yn golygu bod gan bob rhanbarth y swyddi hyn bellach sydd o fudd i'n gallu i recriwtio mabwysiadwyr.



## Parhau i godi ymwybyddiaeth ymhlith gweithwyr proffesiynol a'r cyhoedd

Mae mabwysiadu yn nodwedd o fywyd cymunedol lle mae teuluoedd mabwysiadol yn byw, yn gweithio ac yn chwarae gan gynnwys iechyd, addysg. Un o swyddogaethau allweddol y Gwasanaeth Mabwysiadu Cenedlaethol yw cadw a chodi ymwybyddiaeth ymhlith gweithwyr proffesiynol a'r cyhoedd.

Yn 2019/20 gwelwyd lansiad taflenni a gwybodaeth ar gyfer gweithwyr iechyd proffesiynol. Datblygwyd hyn mewn partneriaeth â chydweithwyr iechyd ac erbyn hyn mae wedi'i ddsbarthu'n eang i leoliadau cymunedol ac ysbytai ledled Cymru lle mae gweithwyr iechyd proffesiynol yn gweithio. Y nod yw eu helpu i ddeall 'mabwysiadu' yn well er mwyn llywio'r ffordd orau o weithio gyda'r plant wedi'u mabwysiadu a'r teuluoedd maen nhw'n eu gweld.

Mae NAS yn cyfrannu at ystod eang o ffrydiau gwaith Cymru gyfan Llywodraeth Cymru; mae hyn yn cyfrannu at wella ymwybyddiaeth o fabwysiadu ymhlith gweithwyr proffesiynol yn ogystal â llywio polisi er mwyn sicrhau bod datblygiadau eraill, gan gynnwys gwasanaethau prif ffrwd y mae teuluoedd sy'n mabwysiadu yn eu defnyddio, yn 'ymwybodol o fabwysiadu'. Yn ystod 2019/20 roedd hyn yn cynnwys yr isod:

- Grŵp Cyngori'r Gweinidog ar Wella Canlyniadau i Blant
- 'Grŵp Cyngori ar Rianta' Llywodraeth Cymru; a
- Mae'r NAS yn ceisio cymryd rhan yn y gwaith ar **Gryfhau ac ymestyn Rhianta Corfforaethol yng Nghymru** i sicrhau bod egwyddorion, o ran plant wedi'u mabwysiadu, yr oedd yr NAS wedi'u negodi yn y fersiwn gyfredol yn 2015, yn cael eu cadw mewn canllawiau yn y dyfodol.



# MEDDWL YMLAEN



## Parhau i gyd-gynhyrchu a defnyddio gwybodaeth o ymgysylltu

Mae llais y defnyddiwr gwasanaeth yn hollbwysig yn y Gwasanaeth Mabwysiadu Cenedlaethol ac mae'n arwain y broses o ddatblygu polisi a darparu gwasanaethau.

### MABWYSIADWYR

Cyhoeddodd NAS ymateb i'r ymgynghoriad 2018/19 Lleisiau Mabwysiadu gyda mabwysiadwyr yn amlinellu sut mae'n ymateb i'r materion a godwyd.

Gan ddefnyddio dull 'Yr hyn wnaethoch chi ei ddweud' a'r 'Hyn rydyn ni'n yn ei wneud' mae hyn yn rhoi'r wybodaeth ddiweddaraf i fabwysiadwyr am bynciau fel CAMHS a gwasanaeth lles emosiynol, Cyswllt ac asesiad mabwysiadwr.

Comisiynwyd Adoption UK i adolygu rhaglen Lleisiau Mabwysiadu'r NAS yng ngoleuni ei chynlluniau parhaus ar gyfer y Baromedr Mabwysiadu.

Cyflwynodd Alison Woodhead Pennaeth Cyfathrebu AUK ac Ann Bell ganfyddiadau ar gyfer Cymru o'r Baromedr yn y Bwrdd Llywodraethu NAS Cyfun cyntaf ym mis Gorffennaf. Dyma'r prif ganfyddiadau:

- Roedd gan fwy o fabwysiadwyr lythyron bywyd a deunyddiau taith bywyd diweddarach yng Nghymru;
- Ddwywaith yn fwy tebygol o ddewis pendant wedi'i wneud i beidio â chwrdd ag aelodau o'r teulu biolegol (dylanwad gweithiwr cymdeithasol);
- 71% yn gwybod ble i fynd i gael cymorth ôl-fabwysiadu. 77% yn wybodus;
- Lefel uchel iawn o angen ymhlith plant wedi'u mabwysiadu. Roedd gan 26% ddatganiadau o gymharu â 5% o blant yng Nghymru yn gyffredinol; a
- Angen llawer mwy o hyfforddiant ac adnoddau ar gyfer ysgolion.





Cafwyd argymhellion ar gyfer Rhanbarthau ac Asiantaethau Mabwysiadu Gwirfoddol fel y nodir isod; mae AUK wedi dilyn y rhain gyda'r holl fyrrdau rheoli rhanbarthol ac asiantaethau mabwysiadu gwirfoddol:

- Dylai pob plentyn gael cynllun cymorth ysgrifenedig clir y cytunwyd arno cyn ei leoli, yn seiliedig ar asesiad therapiwtig;
- Dylai gwasanaethau adolygu'r cyngor a roddir i fabwysiadwyr newydd i gadw ffrindiau a theulu ar bellter yn ystod eu cyfnod cynnar y lleoliad. Yn lle hynny, dylid darparu gwell canllawiau ar gyfer rhwydweithiau cymorth i deuluoedd sy'n mabwysiadu er mwyn iddynt allu cefnogi lleoli cynnar heb darfu ar ymlyniad ac ymgyrtrefu; a
- Dylai gwasanaethau adolygu a diwygio'r cyngor mae gweithwyr cymdeithasol yn ei roi i fabwysiadwyr ynglŷn â chwrdd â rhieni biolegol cyn eu mabwysiadu.

Ynghyd â'r uchod, mae'r rhanbarthau wedi:

- Hwyluso digwyddiadau gweithgarwch teuluol i ddatblygu ymgysylltiad rhanddeiliaid a chynaliadwyedd rhwydweithiau cymorth ymhellach;
- Ymgynghori â mabwysiadwyr er mwyn llywio hyfforddiant; a
- Sefydlu prosesau adborth i ddysgu am yr hyn mae gwasanaethau unigol yn ei wneud yn dda a gwella ar feysydd sy'n peri pryder.

**Plant a Phobl Ifanc** – Mae ymgysylltu yn nodwedd allweddol o'r gwasanaethau 'Connect' newydd ar gyfer plant a phobl ifanc; y gobaith yw y bydd y gwasanaethau, yn y dyfodol, yn cyrraedd y safonau cyfranogiad. Ar adeg ysgrifennu'r llythyr hwn, mae ymgynghoriad yn mynd rhagddo gyda phlant a phobl ifanc ledled Cymru i lywio datblygiad parhaus y gwasanaeth sydd hefyd yn cynnwys cynllun llysgenhadon fel yr amlinellwyd yn gynharach.

**Comisiynydd Plant Cymru** – Mae NAS, drwy'r Tim Canolog, yn cyfarfod â Sally Holland yn flynyddol i drafod materion mabwysiadu a monitro NAS mewn perthynas ag argymhellion y mae wedi'u gwneud yn ei hadroddiadau blynyddol.

Mae cyfran fach o waith achos y Comisiynwyr Plant yn amlwg yn gysylltiedig â mabwysiadu, tua 3% yn y flwyddyn cyn cyfarfod 2019/20. Trafodwyd y themâu isod gyda'r rhanbarthau ac maen nhw'n hysbysu datblygu polisi ac ymarfer:

- Cymorth mabwysiadu – peidio â chael yr hyn sydd ei angen, gorfod 'ymhladd' am gyllid a chefnogaeth;
- Gofalwyr maeth – anfodlonrwydd â phenderfyniadau ynglŷn ag asesiadau fel mabwysiadwyr a'u rôl os yw lleoliad yn cael ei amharu;
- Darpar Fabwysiadwyr – ceisiadau ddim yn cael eu derbyn/achosion o oedi wrth asesu; a
- Rhieni biolegol – gofyn am gyngor ar herio penderfyniadau ac ati.

## Defnyddio data

### SYSTEM MESUR PERFFORMIAD DDIWYGIEDIG

Aeth y System Rheoli Perfformiad newydd, sy'n cael ei chefnogi gan Data Cymru, yn fyw ar ddechrau 2019/20. Mae'r gwelliannau'n cynnwys:

- bod gan y rhanbarthau eu data ar lefel awdurdod lleol sy'n helpu i nodi amrywiadau; a
- chefnogi cysondeb rhanbarthol wrth adrodd i'w Byrddau Rheoli Rhanbarthol.



WALES ADOPTION COHORT STUDY  
ASTUDIAETH CARFAN MABWYSIADU CYMRU

### CEFNOGI A BUDDSODDI MEWN YMCHWIL

Mae'r NAS yn parhau i gefnogi Astudiaeth Carfan Mabwysiadu Cymru yn ei hymdrechion i gael cyllid parhaus ac i hyrwyddo cyhoeddi ei phapurau ymchwil.

Mae'r athro Katherine Shelton yn aelod o Fwrdd Llywodraethu Cyfun yr NAS; yn ei gyfarfod ym mis Chwefror rhoddodd drosolwg o'r ymchwil diweddaraf, 'Proffiliau niwrowbyddol y plant sy'n cael eu mabwysiadu o ofal a'u problemau emosiynol ac ymddygiadol yn y cartref a'r ysgol' gan helpu'r bwrdd i ddechrau deall rhai o'r goblygiadau posibl ar gyfer ymarfer.

Hyd yma, mae'r astudiaeth wedi cyhoeddi mwy na 15 o bapurau ymchwil mewn amrywiaeth o glychgronau a adolygir gan gymheiriaid, gyda rhai yn rhad ac am ddim i'w lawrlwytho o wefan Prifysgol Caerdydd:

<https://www.cardiff.ac.uk/people/view/44107-shelton-katherine>

### GWERTHUSIAD O FFRAMWAITH CYMORTH MABWYSIADU'R NAS

Yn dilyn proses gaffael agored, dewiswyd y sefydliad Gofal Cyhoeddus fel y partner academaidd ar gyfer y darn hwn o waith arfaethedig. Bydd hyn yn gwerthuso effaith y newidiadau y mae'r NAS wedi'u gwneud i'r ffordd yr ydym yn cefnogi teuluoedd sy'n mabwysiadu yng Nghymru, gan ganolbwyntio ar effaith gynnar buddsoddiad diweddar Llywodraeth Cymru. Bydd y gwaith hwn yn dechrau yn 2020/21.

## Gweithio i wella'r fframwaith cyfreithiol, polisi a thystiolaeth sy'n effeithio ar fabwysiadu

Mae NAS yn cyfrannu at ystod eang o ffrydiau gwaith Cymru gyfan Llywodraeth Cymru; mae hyn yn cyfrannu at wella ymwybyddiaeth o fabwysiadu ymhlith gweithwyr proffesiynol yn ogystal â llywio polisi er mwyn sicrhau bod datblygiadau eraill, gan gynnwys gwasanaethau prif ffrwd y mae teuluoedd sy'n mabwysiadu yn eu defnyddio, yn 'ymwybodol o fabwysiadu'.

### GRŴP CYNGHORI'R GWEINIDOG AR WELLA CANLYNIADAU I BLANT

- Mae cynlluniau'r NAS, o ran cynyddu recriwtio a gwella cymorth mabwysiadu, yn rhan o'r ffrwd waith 'Gwella'r Dewis o Leoliadau a Sefydlgrwydd'. Mae diweddariadau'n cael eu darparu i bob cyfarfod.
- Yn dilyn cyfarfod Ionawr 2020, llwyddodd NAS i gyfrannu at y gwaith ar y strategaeth newydd ar gyfer dysgwyr agored i niwedd trwy gysylltiad â Syr Alistair MC Donald, Llywodraeth Cymru.
- Yn yr un cyfarfod, pwysleiswyd pa mor bwysig ydy hi i NAS barhau i ymwneud â'r gwaith o barhau â'r rhaglen 'Law yn Llaw i Blant a Phobl Ifanc'.

Mae NAS yn cael ei gynrychioli ar 'Grŵp Cyngori ar Rianta' Llywodraeth Cymru Dyma un agwedd ar y gwaith i roi Mesur Plant Cymru ar waith a thynnu'r amddiffyniad o gosb resymol yn ôl. Mae hyn er mwyn sicrhau bod cyngor a gwybodaeth briodol yn cael eu trosglwyddo i rieni sy'n mabwysiadu.

Mae'r NAS yn parhau i weithio ar yr agenda 'Mind over Matter' gyda AWHOCS a CLILC. Mae'r adroddiad hwn gan Bwyllgor Plant, Pobl Ifanc ac Addysg y Cynulliad Cenedlaethol yn canolbwyntio ar wella CAMHS/gwasanaethau i gefnogi lles emosiynol plant. Yn ystod 2019/20, cydweithiodd NAS gyda AWHOCS a CLILC i anfon ymateb ar y cyd i gais i werthuso cynnydd a chymerodd y Cyfarwyddwr ran mewn gweithdy Pwyllgor.

Mae rhai newidiadau polisi yr ydym wedi bod yn gweithio arnynt yn ystod y blynyddoedd diwethaf wedi dwyn ffrwyth eleni hefyd.

- Ym mis Hydref 2019 fe wnaeth Llywodraeth Cymru roi rheoliadau diwygiedig ar waith ar gyfer Cofrestr Mabwysiadu Cymru, sy'n ei gwneud yn ofynnol i asiantaethau ddefnyddio'r Gofrestr yn gynt ar gyfer plant a darpar fabwysiadwyr. Mae hwn yn gam pwysig o ran cefnogi gwasanaethau i baru plant mewn ffordd mor amserol â phosibl.

Ymgynghorwyd ar y rheoliadau i gyflwyno ffordd ddiwygiedig o gynnal yr asesiad o ddarpar fabwysiadwyr a daethant i rym o Ebrill 1af 2020. Mae'r 'Broses 2 Gam' yn fwy tryloyw drwy grwpio'r gwiriadau cychwynnol e.e. meddygol, yr heddlu, geirdaon yn y cam cyntaf i'w cwblhau'n foddhaol, cyn y gall darpar fabwysiadwyr symud ymlaen i'r asesiad 'addasrwydd' manwl yng Ngham 2.

Mae canllawiau diwygiedig ar gyfer staff a mabwysiadwyr a thafleuni ar gael <https://adoptcymru.com/the-adoption-process>

*Nodyn: Ar adeg ysgrifennu, oherwydd C-19, mae'r broses o roi'r 'Broses 2 Gam' hwn ar waith yn llawn wedi cael ei ohirio dros dro gyda chytundeb Llywodraeth Cymru fel y gall asiantaethau barhau i redeg y ddau gam gyda'i gilydd.*

Rydym yn parhau i lobio am welliannau yn yr hawl deddfwriaethol i gymorth mabwysiadu.

## ADOLYGIAD NAS O DREFNIADAU

Mae'r gwaith hwn yn mynd rhagddo, ar ôl cael ei gomisiynu gan CLILC ac ADSS-Cymru fel prif sefydliadau'r NAS; mae'r Sefydliad Gofal Cyhoeddus wedi'i gomisiynu i weithio gyda ni i sicrhau mwy o atebolrwydd yn nhrefniadau'r NAS.

- Rhan gyntaf y gwaith yn y cyfnod presennol hwn oedd cyfuno'r Grŵp Cynghori blaenorol a'r Bwrdd Llywodraethu. Cafodd hyn ei gyflawni gyda chyfarfod y Bwrdd Llywodraethu Cyfunol am y tro cyntaf, ym mis Gorffennaf 2019 gyda Chylch Gorchwyl diwygiedig.

Fe wnaeth y Bwrdd Llywodraethu Cyfunol cyntaf gyfuno gweithdy â chyfarfod busnes lle y cytunodd aelodau ar egwyddorion ar gyfer gweithio yn y cyfarfodydd yn ogystal â'r Cylch Gorchwyl diwygiedig.

- Yr ail elfen o'r gwaith presennol yw datblygu'r model gweithredu newydd ar gyfer NAS, y cytunwyd arno y llynedd. Mae IPC wedi cynnal ymgynghoriad â sampl o randdeiliaid llywodraeth leol gan gynnwys Aelodau, Cyfarwyddwyr Gwasanaethau Cymdeithasol, Penaethiaid Gwasanaethau Plant, Rheolwyr Mabwysiadu Rhanbarthol a rhai staff.

Mae hyn wedi cynhyrchu 'Cytundeb Partneriaeth' diwygiedig ar gyfer yr NAS sy'n disodli'r model swyddogaethol gwreiddiol ac yn nodi elfennau allweddol y ffordd y bydd NAS yn gweithredu yn y dyfodol. Bydd hyn yn cael ei gwblhau a'i roi ar waith yn ystod 2020/21.

## Annog datblygu dealltwriaeth o'r gweithlu a sgiliau i fodloni blaenoriaethau'r NAS

Cyflwynodd AUK 26 o gyrsiau i gyd ac roedd hefyd yn cynnwys Mabwysiadu am yr 2il Dro, Y Ddrysfia Therapi a chwrs Gwrthsefyll Di-drais mwy manwl dros 3 sesiwn.

Yn ogystal â hynny cyflwynodd AUK hyfforddiant HMS i 278 o athrawon a staff ysgol eraill yn ystod y flwyddyn i'w helpu i gefnogi'r dysgwyr wedi'u mabwysiadu sydd ganddynt.

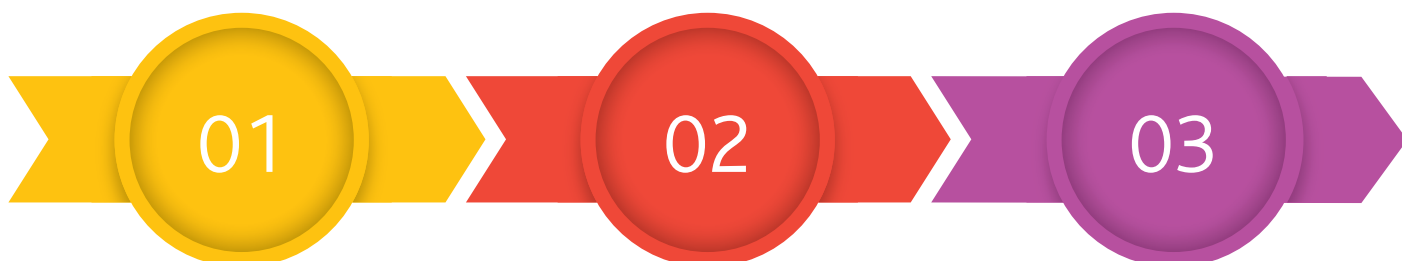
Mae'r NAS yn falch o'i hymrwymiad i gefnogi staff. Yr oedd hyfforddiant yn ystod 2019/20 yn cwmpasu mwy na 30 o feysydd pwnc gyda mwy na 300 o staff yn mynychu. Mae enghreifftiau'n cynnwys Ymarfer Datblygu Dyadig (DDP) sy'n seiliedig ar ddamcaniaeth ymlyniad, ar yn dwyn hyn ynghyd. Mae'r therapi yn helpu plant i ddysgu ymddiriedaeth.



# SYMUD YMLAEN



## Blaenoriaethau gwella ar gyfer 2020/21



### Lleoli mwy o blant

Cynyddu recriwtio mabwysiadwyr i ddiwallu nifer ac anghenion plant sy'n aros

Defnyddio 'Mabwysiadu Gyda'n Gilydd' ar gyfer plant sy'n aros hiraf

Parhau i sefydlu Cofrestr Fabwysiadu newydd i Gymru er mwyn cyflymu'r broses o baru plant drwy hysbysu plant a mabwysiadwyr yn gyflymach yn unol â rheoliadau diwygiedig.

### Parhau i wella cymorth mabwysiadu

Rhoi'r Fframwaith Cymorth Mabwysiadu a'r cynlluniau buddsoddi ar waith

Parhau i godi ymwybyddiaeth o fabwysiadu ymhlith gweithwyr proffesiynol a'r cyhoedd.

### Meddwl ymlaen

Gweithio i wella'r fframwaith cyfreithiol, polisi a thystiolaeth sy'n effeithio ar fabwysiadu

Parhau i gyd-gynhyrchu a defnyddio gwybodaeth o ymgysylltu

Annog datblygu dealltwriaeth o'r gweithlu a sgiliau i fodloni blaenoriaethau'r NAS

Symud ymlaen o drefniadau cyfnod clo Covid-19 i'r cyfnod adfer/addasol.

**Crëwyd y Gwasanaeth Mabwysiadu Cenedlaethol i wella gwasanaethau i bawb yng Nghymru y mae mabwysiadu'n effeithio arnynt.**

Mae Gwasanaeth Mabwysiadu Cenedlaethol Cymru, a lansiwyd ym mis Tachwedd 2014 yn fenter arloesol ar y cyd ar gyfer cynnig gwasanaethau mabwysiadu. Daeth â gwasanaethau mabwysiadu awdurdodau lleol Cymru ynghyd i greu strwythur 3 haen sy'n cynnwys partneriaethau ar bob lefel gydag Asiantaethau Mabwysiadu Gwirfoddol Cymru, Gwasanaethau Iechyd ac Addysg ymhlith rhai eraill.

Ar lefel awdurdod lleol, mae'r holl gynghorau Cymreig yn dal i ddarparu gwasanaethau i blant sy'n derbyn gofal gan adnabod a gweithio gyda'r plant y mae cynllun mabwysiadu yn addas iddynt.

Yn rhanbarthol, mae'r holl awdurdodau lleol yn gweithio gyda'i gilydd o fewn pum cydweithrediad rhanbarthol i gynnig ystod o wasanaethau mabwysiadu. Mae gan bob cydweithrediad rhanbarthol gysylltiadau ag asiantaethau mabwysiadu gwirfoddol, iechyd ac addysg. Mae'r gwasanaethau a gynigir yn amrywio mewn pob cydweithrediad, ond maent oll yn cynnig swyddogaethau asiantaeth mabwysiadu i blant, recriwtio ac asesu mabwysiadwyr, cynnig cwnsela i rieni genedigol a chyngor i oedolion a fabwysiadwyd. Ar hyn o bryd, mae rhai ohonynt yn cynnig gwasanaethau cymorth mabwysiadu'n uniongyrchol, ond mae hyn yn gyfrifoldeb ar yr awdurdod lleol mewn mannau eraill.



Tîm Canolog y Gwasanaeth Mabwysiadu Cenedlaethol  
c/o Cyngor Dinas Caerdydd  
Ystafell 409 Neuadd y Sir  
Glanfa'r Iwerydd  
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## RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

### CABINET

14<sup>TH</sup> JANUARY 2020

#### **BUS EMERGENCY SCHEME (BES) – REQUEST TO ALL COUNCILS TO SIGN UP TO BES 2 SCHEME**

#### **REPORT OF THE GROUP DIRECTOR, PROSPERITY, DEVELOPMENT AND FRONTLINE SERVICES IN DISCUSSION WITH THE LEADER OF THE COUNCIL, COUNCILLOR A MORGAN.**

**Author:** Roger Waters Service Director, Frontline Services

#### **1. PURPOSE OF THE REPORT**

- 1.1 This report sets out the wider context, the background to, and reasons for the Bus Emergency Scheme (BES) and seeks the agreement of this authority to sign up to the BES 2 scheme.

#### **2. RECOMMENDATIONS**

2.1 Cabinet is recommended:

- i. To agree to the principles of the BES 2 agreement (Appendix 2) to secure (conditional) financial support for the bus sector and to establish a relationship with Monmouthshire County Council, as signatory and the lead authority for South East Wales, that ensures that the ongoing emergency funding meets this authority's priorities and is delivered on its behalf.
- ii. To delegate authority to the Group Director Prosperity Development and Frontline Services to negotiate and agree any further amendments to the agreement that may be required following Cabinet approval.
- iii. To call for a further report on bus reform proposals relating to the future management of bus services in Wales.

### **3. REASONS FOR RECOMMENDATIONS**

- 3.1 The need to seek the agreement of this authority to agree to the principles of the BES 2 scheme and to establish a relationship with Monmouthshire County Council, as signatory and the lead authority for South East Wales, that ensures that the ongoing emergency funding meets the authority's priorities and is delivered on its behalf.

### **4. WIDER CONTEXT**

- 4.1 Bus travel has been severely affected by the Covid-19 pandemic. Passenger numbers have plummeted, whilst social distancing and additional cleansing requirements have placed added burdens and costs on operators.
- 4.2 Welsh Government (WG) and local authorities (LAs) have stepped in to support the sector with substantial financial assistance. There has also been an excellent, ongoing dialogue between all parties to discuss and agree on support arrangements.
- 4.3 Prior to the pandemic, WG had consulted on a range of proposed changes to the way bus services are delivered in Wales. A Bus Bill was due to have been brought forward during the current Senedd term. Pressures associated with not only Covid but also the large volume of legal work generated by Brexit and the transition period forced WG to postpone the planned legislation.
- 4.4 Due to the large amount of public funding that goes into bus services from WG and LAs, WG would like to see the public sector having greater influence over areas such as the networks of services provided, ticketing and integration with rail services. It also sees a greater role for Transport for Wales, which is now responsible for rail services in Wales.

- 4.5 This raises two issues: (i) short term survival of operators and (ii) longer term reform of the sector. WG believes that these two can be linked. In the short term, the funding being provided to keep operators afloat is therefore being provided with a number of conditions attached. These are to incentivise operators to engage in planned changes that are in line with their longer-term ambitions for reform.
- 4.6 The Minister of Economy and Transport and North Wales, Ken Skates MS, has met with Leaders of all 22 LAs, along with his officials, to outline Welsh Government's direction of travel. Further details have been included in the Wales Transport Strategy (WTS) which has been the subject of consultation. More recently, the Deputy Minister, Lee Waters MS, met with all Leaders to discuss the WTS but also to encourage LAs to sign up to the Bus Emergency Scheme 2 (BES 2). This is the latest phase of financial support to help operators through the period of the pandemic (more details on BES 2 below).
- 4.7 Leaders have agreed to establish a WLGA Bus Member Group, with a focus on the longer-term proposals to reform the sector's operations. That group includes the WLGA Leader; Cllr Andrew Morgan (who is also the WLGA's Transport Spokesperson), the deputy Transport Spokesperson, the chairs of the four regional transport bodies and the co-chairs of the WLGA Rural Forum. That Member Group is due to meet with Lee Waters on 18<sup>th</sup> January 2021.

## **5. BACKGROUND**

- 5.1 The problems facing operators were recognised at an early stage of the pandemic. Looking ahead, to secure their services for the future, local authorities agreed to continue making payments for contracted services even though many services were initially suspended.

- 5.2 Alongside this, WG stepped in to help operators deal with reduced income on commercially operated routes and the additional costs being incurred. Initially, WG made £29m available from a Hardship Fund, which operated from April 2020 for three months. This Fund was assembled from monies that would otherwise have been paid via Bus Services Support Grant, Mandatory Concessionary Fare reimbursement and the 'My Travel Pass' scheme.
- 5.3 The Bus Emergency Scheme was then introduced in July to provide ongoing support. This became known as 'BES 1' and it continued to maintain operators' income at historic levels, based on what was being paid to them under previous grant schemes. In return for this financial support Welsh Government signalled that it expected operators to contribute to a reshaping of bus services in Wales – to include improved regional networks with greater integration with rail services, smart ticketing and timetabling.
- 5.4 'BES 1.5' was introduced in August 2020, administered by the lead Authorities, through whom BSSG had been paid since 2013<sup>1</sup>. In the case of south east Wales, Monmouthshire County Borough Council acts as the lead authority. BES 1.5 provided £10m of so-called 'ramp up funding' to support transport to enable the reopening of schools and economic activity. This funding helped to cover the cost of reinstating services suspended when travel restrictions associated with the pandemic were introduced, and which were needed to meet increasing demand, given capacity constraints of social distancing. BES 1.5 was then extended to the end of March 2021 following the announcement of a further support

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<sup>1</sup> The lead authority acts as a conduit for BSSG funding from Welsh Government to operators. Current lead authorities are Monmouthshire (for South East Wales); Flintshire (for North Wales); Swansea (for South West Wales), Ceredigion and Powys. Within each LA, transport staff play an important role liaising with operators on a range of issues to meet local Members' requirements. The roles include administration of Concessionary Fares reimbursement and provision of support for contracted journeys on non-profitable routes.

package in September 2020<sup>2</sup>. Operators were once again asked to sign up to a range of terms and conditions to access the BES funding.

- 5.5 WG, working with Transport for Wales (TfW), are now proposing to enter into a longer-term BES 2 agreement with operators and local authorities to protect services. It will operate for an initial maximum term of up to 2 years from the date BES 1.5 commenced (i.e. up until 31 July 2022, unless market conditions recover sufficiently for an operator to no longer require BES support for any of its services whether they be contracted or commercial.

## 6 KEY FEATURES OF BES 2

- 6.1 BES 2 will continue to address the loss of farebox revenue and the additional costs associated with responding to the pandemic. Under BES 2 the WG funding will sit alongside local authority funding provided through the Concessionary Travel Scheme and via Revenue Support Grant and the Bus Services Support Grant to make up the shortfall.
- 6.2 Welsh Government will be a co-signatory to the BES 2 agreement with bus operators, along with Transport for Wales<sup>3</sup>. Local authorities retain legal responsibilities for bus services and therefore remain central to determining which local services receive this support. They need to sign up to the principle of the agreement and the relationship with their Lead Authority, in ensuring that the ongoing emergency funding meets their priorities and is delivered on their behalf. This will provide the legal basis for WG to make payments to the operators. **In this way, WG can use its powers to support operators, whereas the additional funding would**

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<sup>2</sup> Overall, an additional £45m has been provided by WG to support the bus sector this financial year including the £10m ramp up funding an extra £35m from September to the end of the year..

<sup>3</sup> Given that the agreement is under discussion between Welsh Government, operators and Transport for Wales as well as local authorities, and must be approved by all parties, it may be subject to some changes before it is finalised.

### **breach local authorities' de minimis limits for direct award contracts**

(further details in the briefing note in Appendix 1 and the full proposed Agreement is in Appendix 2). Local Authorities will remain responsible for those services which they currently contract directly with bus operators. Local Authorities will need to consider planning for contingencies, such as if the BES 2 agreement is not signed or the level of funding for BES 2 is reduced during the period of the agreement.

#### **6.3 Key features of BES 2 will be as follows:**

- i. Maximum term until 31<sup>st</sup> July 2022 or until operators enter into an embedded partnership agreement
- ii. development and delivery of a Reference Network, intended to provide a range of benefits to communities; multi-operator ticketing; and operator sign-up to an Economic Contract at the heart of WG's Economic Action Plan (and its principles of fair work, health, decarbonisation, skills and learning etc)
- iii. long term co-operation and co-ordination across TfW, LAs and operators by entering into partnerships with a clear set of obligations and shared standards
- iv. one agreement per operator in each of the regions that they work in, signed by Welsh Government, TfW, a lead authority and the operator
- v. operators will be allowed to make a (capped) profit on services that has not been possible under emergency funding to date.

## **7. BEYOND BES 2**

**7.1** Discussions are starting to take place in relation to the planning of future networks<sup>4</sup> and the respective roles of WG, TfW, LAs and operators. It is

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<sup>4</sup> The reference network will need to be designed and agreed collectively by WG, TfW and LAs and discussed with operators. An All-Wales Bus Network officer group has been established to progress the thinking around this.



important to note that these are not the prime focus of BES 2 agreement. It will be vitally important for further detailed discussions to take place with Members on these matters. However, this is not a reason to delay the signing of the BES 2 agreement. WG does believe that the BES 2 offer will help to engage operators in the discussions about the future at a time when their income is more dependent than ever on public sector support. In signing up to BES 2, though, LAs are agreeing to financial support being provided to the sector. They are not committing themselves to any specific, future model of bus service management as that will be the subject of further debate.

## **8 CONSULTATION / INVOLVEMENT**

- 8.1 This proposal has involved high level discussions between the principal parties to the agreement; Welsh Government, Transport for Wales, the Local Authorities within Wales and the bus operators, including the Confederation of Passenger Transport.

## **9. EQUALITY AND DIVERSITY IMPLICATIONS**

- 9.1 An Equality Impact Assessment Screening form has been completed for the purpose of this report. It should be noted that a full report is not required. The proposed funding package seeks to secure the availability of public transport services through the Coronavirus Emergency to a point where passenger usage and therefore farebox income returns to something approaching pre-Covid levels. Public transport services can reduce social exclusion and enable access to goods and services.

## **10. FINANCIAL IMPLICATIONS**

- 10.1 There are no direct funding implications for RCT arising from this agreement and the additional funding being provided by Welsh Government enables services to be maintained. The Council will continue

to fund bus services via the contracts that it has with individual bus operators.

## **11. LEGAL IMPLICATIONS OR LEGISLATION CONSIDERED**

11.1 A legal briefing to accompany the BES 2 agreement was provided by the Welsh Government to assist local authority in their considerations. This is a specialist area of law and an independent local review will undoubtedly raise issues affecting all local authorities in Wales. Legal have suggested that queries relating to the over arching agreement should be dealt with by one single legal adviser (Counsel or an 'expert' from within one of the participating Councils) to which all Councils agree to instruct. Legal questions to date have therefore been channelled to the Welsh Government through the Welsh Local Government Association.

11.2 As the BES2 contract will be signed by the Lead Authority, and not the constituent local authorities, there will need to be a back to back agreement with the Regional Lead Authority to ensure that our section 63 duties are not compromised, and that the ongoing emergency funding meets this authority's priorities and is delivered on its behalf under any prioritising of routes to which BES 2 is applied.

11.3 The legal framework is complex and centres on the Transport Act 1985 which effectively deregulated bus services. This agreement seeks to secure greater central coordination and planning of bus services in return for public sector funding. Notwithstanding any future proposals that may be considered in a future Bus Bill, the substantive duties and responsibilities in respect of bus services rest with Local Authorities and not Welsh Government or Transport for Wales.

## **12. LINKS TO THE COUNCILS CORPORATE PLAN / OTHER CORPORATE PRIORITIES.**

- 12.1 Public transport reduces the risk of social exclusion and offers a sustainable alternative to the private car with bus services enabling 100 million journeys (pre-Covid) to be taken in Wales every year. This is particularly important in RCT where car ownership is low and around one third of households not having access to a private car. Bus offers local residents access to key facilities and services, as well as reducing congestion and improving local air quality.
- 12.2 Public transport supports a range of objectives covering health and prosperity set out in the Council's Single Integrated Plan and emerging Corporate Plan. They also meet a number of the goals set out in the Well-being of Future Generations (Wales) Act 2015. For example, a prosperous Wales, a more equal Wales, a healthier Wales and a Wales of cohesive communities.

**Other Information:-**

**Relevant Scrutiny Committee – Overview & Scrutiny Committee**

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## **BUS EMERGENCY SCHEME PHASE 2 (BES 2) - BRIEFING NOTE FOR LOCAL AUTHORITIES**

This summary sets out details of the proposed BES 2 arrangements.

### **Journey to Date and Plans for BES 2**

Since the start of the COVID 19 pandemic Welsh Government, Local Authorities, TfW and operators have worked together to make bus services available to Welsh citizens in spite of the significant reduction in passenger numbers and associated fare income. Money is still being provided to operators on an emergency basis under the terms and conditions in the BES 1.5 agreement which expires at the end of March 2021.

With the BES 2 agreement the public sector is planning to enter into longer term arrangements with operators, ideally by the end of January 2021, which will replace BES 1.5 from the point of signature.

### **What does BES 2 Mean for Local Authorities?**

#### **Actively managing recovery from the impact of COVID-19 on local bus services**

The BES 2 agreement formalises Welsh Government's commitment to supporting recovery of bus services following the impact of COVID-19. BES 2 funding will be used to address the loss of farebox revenue and the additional costs associated with responding to the COVID 19 pandemic. Welsh Government will be a co-signatory to the proposed BES2 agreement with bus operators

Under the terms of the BES2 agreement, operators will be required to provide bus services that meet local needs under the direction of the Lead Authority for each region, working with and on behalf of its constituent local authorities.

The end date for the BES2 contract is 31 July 2022. This should allow enough time for revenues to recover. The contract may be terminated earlier if market conditions mean that additional Government funding is no longer required to address the impact of COVID-19.

#### **Funding responsibilities**

The BES 2 agreement exists to provide a legal basis for funding the costs associated with the impact of COVID 19. These include the loss of farebox, duplication of buses to take account of social distancing or providing alternative services where operators give them up and the services are still needed. This applies to services that were commercial pre-COVID and to tendered services.

The BES2 agreement does not change local authorities' ability to determine where and how they spend the Revenue Services Grant (RSG). The RSG funding is not hypothecated and most local authorities spend an element of this grant on local bus service provision to fill gaps in the commercial network. BSSG (roughly £8m across Wales) is also used to secure the delivery of services to a specified standard.

The BES2 funding for COVID19 related costs sits alongside this local authority funding for local bus services and does not remove or amend local authority powers

and responsibilities with regard to local bus services. The two funding streams serve different purposes. Local authorities will still need to prioritise and fund local bus services where they see fit.

Specifically:

- if a local authority chooses to cease to fund a supported contract, BES 2 funding cannot be applied to backfill that loss of funding
- local authorities remain responsible for their existing contracts and may need to vary these contracts to scale back services if BES 2 funding were to cease before fare box takings return to pre-COVID levels, unless additional sources of funding are available.

### **Directing the provision of services**

Working with the Lead Authority in each region, local authorities will need to jointly prioritise the routes that BES 2 funding should be applied to, taking into account the work already undertaken under BES 1.5 and using these priorities for spend:

- supporting learners' journeys to school or college on registered local bus services;
- increasing frequencies where demand exceeds capacity;
- improving accessibility to jobs and services across our regions and communities;
- supporting economic recovery; and
- ensuring social inclusion,

Under the terms of the BES2 contract, subject to the Lead Authority acting reasonably within the bounds of available funding, the bus operators will be required to provide services that meet local priorities as directed by the Lead Authority.

The BES 2 arrangements include the collaborative development of regional Reference Networks by local authorities, operators, Welsh Government and TfW. The Reference Networks will reflect local, regional and national priorities and will help to guide investment in bus services for the future. BES2 ensures local authorities have an influence over the development of a coherent Reference Network which will ultimately be delivered by a mix of tendered and commercial services.

### **Implications for local bus contracts**

The BES 2 agreements do not supersede the existing supported contracts (e.g. section 63 contracts) that are in place between each local authority and bus operators. The BES 2 agreements sit alongside existing contracts and provide a legal basis for the additional funding that operators are receiving in respect of their supported contracts to cover the loss of farebox and additional costs incurred, for example, with respect to complying with social distancing and cleaning requirements. The BES 2 agreements also set out the basis on which operators will exit the BES arrangements and return to the original terms of contract.

The additional funding that is being paid to operators to address the impact of the COVID 19 pandemic would breach local authorities' de minimis limits for direct award contracts. Welsh Government is a signatory to the existing BES 1.5 agreement and to the proposed BES 2 agreement in order to use its powers to

support continued provision of the operators' services without breaching the de minimis cap. Welsh Government powers in this regard can be exercised for a two year term and date from the start of the BES 1.5 agreement on 1 August 2020 to 31 July 2022.

BES can impact on local contract procurement. Where a local authority wishes to tender for a new or time expired supported contract the risks associated with predicting farebox revenue, during and immediately after the pandemic, will affect tender prices. In these circumstances, bidders will be required to offer a price that they will charge while BES funding is in place and alternative prices for when BES funding is no longer available, with their tenders covering both before and after the farebox has returned to pre-COVID levels.

### **Regional Working**

BES2 supports the move to improve regional co-ordination and oversight of delivery of local bus services. Under BES 1.5, the funding was distributed to the Lead Authority in each region. Each operator signed one agreement with the Lead Authority in each region where it operates, with Welsh Government and Transport for Wales as co-signatories. The Lead Authority is then responsible for distributing the BES funding to the operators in its region. It is proposed that this model is retained for the BES 2 agreement. The responsibilities of each party will be clearly set out in the grant letter to the Lead Authority and in the BES 2 agreement, and measures are being taken to minimise the risk to the Lead Authority relating to funding and termination of the BES2 agreement.

### **Why move to BES 2?**

The benefit for operators is that they will be able to make a profit under the terms of BES 2. No profit has been allowed in the emergency arrangements up to now.

The benefit for the public sector is that we can jointly better manage the recovery of bus services. The alternative is that, as recovery begins, operators will shrink their networks to the routes and services that are commercially viable for them leaving government to support an even larger subsidised network. The BES 2 arrangements are seeking to ensure that operators are incentivised to support the recovery of the whole network and not just a limited number of commercial routes.

The public sector is taking farebox risk under BES 2 and, as farebox levels rise, this revenue will augment the funding available to work with operators to support the recovery of services. This will benefit us all in the long term by building passenger confidence in a reliable and comprehensive public transport network.

Although recovery from the impact of the COVID 19 on patronage is likely to be slow, we do not expect operators to stay within the BES 2 arrangements forever. As passenger confidence returns and farebox recovers, we expect operators to exit the BES 2 arrangements and work with us under partnership agreements. The partnership agreements will be based on agreed core set of principles and behaviours that will be developed with operators as part of the BES 2 arrangements.

## **What results are we trying to achieve with BES 2?**

BES 2 provides a mechanism for managing the recovery and reshaping of bus services to respond to the impact of the COVID 19 pandemic. Specifically:

- Address areas of high demand where social distancing has reduced available capacity
- Ensure that communities are not cut off due to low fare box revenues.
- Offer new options for meeting demand such as demand responsive transport which may be more cost effective as patterns of travel change.
- Offer better value for money for passengers by working with operators to rationalise their fare structures and develop multi operator ticketing, to the extent permitted by competition law.
- Build a better working relationship with operators to develop a robust and viable network of services for the future.
- Gain a better understanding of the costs of delivering bus services in Wales to inform future policy and funding decisions
- Reduce pollution by introducing measures to attract people out of their cars and onto public transport and by working with the industry to upgrade their fleet.

## **What does BES 2 mean for operators?**

Where an operator signs up to the BES arrangements (whether BES 1, 1.5 or BES 2), all the services that the operator runs – whether they are supported or formerly commercial – are included in the contract.

Each operator is expected to continue to operate routes that are largely similar to those which they operated pre-COVID, amended as necessary to respond to the crisis. This helps to maintain stability in the short term and provides a framework for decision making e.g. if an operator chooses not to run services that they used to run before COVID a decision can be made to let a tender for those services if they are still required.

Funding for the regional BES contracts will be a mix of existing sources and additional funding from Welsh Government, with operators being funded to cover all their allowable costs across all their services less their earnings from the fare box, concessionary fares, BSSG and YPT.

## **What risks exist with the proposed approach?**

Operators choose not to sign the BES 2 agreements and instead shrink their networks to the minimum required and/or reduce the quality of their services to make a commercial return. *Mitigation – working with operators to address their concerns and ensure that all parties see this as a beneficial arrangement.*



The BES 2 arrangements breach competition, state aid or procurement law and are rendered invalid. *Mitigation – working with lawyers to ensure that the terms are compliant with the law.*

Operators challenge the local authority's ability to let new contracts on routes where the operator has registered a commercial service. *Mitigation – the standards that will be specified as part of BES2 provide an objective way to defend the local authority's right to let a supported contract where the service offered by the operator does not meet the specified standard. Legal advice and guidance will be provided to local authorities to support this statement.*

Additional funding from Welsh Government beyond the end of March 2021 is yet to be confirmed. *Mitigation – WG have committed additional funding from September 2020 to support local bus services and officials are working to secure further funding to support these key services beyond the 2020/21 budget horizon.*

Funding operators in this way is not cost effective and/or operators are not incentivised to be efficient. *Mitigation – use the data from operators to assess the cost effectiveness of the spend and shape contract terms to incentivise efficiency.*

What changes from BES 1.5 to BES 2 and Beyond?

<b>Activity</b>	<b>BES 1.5</b>	<b>BES 2</b>	<b>Beyond BES 2 - Partnership</b>
<b>Services</b>			
Routes and frequencies operated	Operators offer routes of their choice together with ramp up services agreed with the Lead Authority following discussion with local authorities.	All services (supported and formerly commercial) to be formally specified by the Lead Authority, working with and on behalf their constituent local authorities.	Services to return to either being commercially run by operators or under supported contracts subject to the Reference Network commitments below.
Reference Network	Not defined.	Parties to develop a target Reference Network, including routes and service frequencies, that reflects long term local, regional and national ambitions.	All parties to work together to deliver target Reference Network where financially viable Government to use target Reference Network to prioritise capital investment.
Data provision	Operators providing financial and operational data to support passengers, payment and delivery	No change	No change to operational data requirements. Reduced financial data requirements for commercial services.
<b>Finance</b>			
Funding principles	Additional BES funding (over and above historic BSSG, MCF and YPT) was distributed to each Lead Authority as a WG grant.	Any additional BES funding (over and above historic BSSG, MCF and YPT) to be distributed to each Lead Authority as a WG grant.	No additional BES funding. Funding will be required to support investment, e.g. in infrastructure, to meet partnership obligations.
Payments and Reconciliation	BES funding supports the cost of all services – both formerly commercial and tendered – less farebox and other revenue. 0% margin.	One change from BES 1.5 - 2% margin offered. Subject to ongoing review.	Operators earn margin from commercial services and through tendered services.

<b>Activity</b>	<b>BES 1.5</b>	<b>BES 2</b>	<b>Beyond BES 2 - Partnership</b>
<b>Contract</b>			
Signatories	Contracts signed by the operator, the Lead Authority in each region, Welsh Government and TfW.	Same as BES 1.5.	Same as BES 1.5.
Term	Terminate on signature of BES 2 agreement or end March 2021	Contract to be terminated if additional BES funding is not available or upon exit to BES 3 or, at the latest, by 31 July 2022.	Term for partnerships to be agreed.
Existing supported contracts	Operators receive a fixed percentage of original contract price plus BES top up funding via cost reconciliation	Contracts varied as required to reflect actual delivery and receipt or BES payments or terminated if no longer required.	All local contracts return to operating under original terms.
Letting new supported contracts	No action taken	Guidance provided to ensure all bidders are given consistent information about available BES funding and that tenders are structured to manage current farebox risk.	BES no longer a factor in letting new supported contracts
Former commercial services	Contracted as part of the BES 1.5 arrangements using Welsh Government powers.	Same as BES 1.5	Either become commercial or supported services or are no longer required.
Commercial services	Assumption that receipt of BES funding means that the operator's services are not commercial.	Services can start to become commercial under BES 2 but farebox and other revenue continues to be included in overall reconciliation under BES 2.	Commercial services to earn BSSG and MCF in accordance with prevailing regime but no BES payments. Commercial services to meet target Service Standards subject to viability.

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**DATED**

**2021**

**(1) WELSH MINISTERS**

**- and -**

**(2) TRANSPORT FOR WALES**

**- and –**

**(3) [*LEAD REGIONAL TRANSPORT AUTHORITY*]**

**- and –**

**(4) [*OPERATOR*]**

**AGREEMENT**

relating to

Bus Emergency Scheme 2 in respect of the  
areas of the following [*insert all Local  
Authorities in the Region*]

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**BETWEEN:**

- (1) **WELSH MINISTERS** ("Welsh Government");
- (2) **TRANSPORT FOR WALES** of 3 Llys Cadwyn, Pontypridd, Wales, CF37 4TH ("**TfW**");
- (3) [**LEAD REGIONAL TRANSPORT AUTHORITY**] of [address] acting for and on behalf of [List names of Constituent Local Authorities] ("**Lead Authority**"); and
- (4) [**OPERATOR**] of [address] registered in England and Wales with company number [number] ("**Operator**"),

(together the "**Parties**").

**BACKGROUND:**

- A Welsh Government has been taking action to help bus operators in Wales, including the Operator, get through the inevitable uncertainty of the COVID-19 affected operating conditions, and that such action has enabled the Operator to continue provision of services which could not have been provided by the Operator without this financial support since March 2020. The Operator further acknowledges that the provision of this support has enabled the Operator to retain customers and a network of services which may otherwise have been lost or reduced significantly, and that this will support the Operator's business in recovering following relaxation of rules on social distancing and other factors which affect bus travel at the date of this Agreement.
- B Funding has been provided by the Welsh Government to bus operators in Wales pursuant to the Bus Hardship Funding letter dated 2 April 2020, the Bus Emergency Scheme 1 letter ("**BES 1**") and Bus Emergency Scheme 1.5 letter ("**BES 1.5**") which provided money to bus operators (including the Operator) through the Lead Authority on behalf of its Constituent Local Authorities. Those letters set out conditions to the Operator receiving such funding (together the "**Previous BES Funding Arrangements**").
- C In continuing to provide Bus Emergency Scheme funding, Welsh Government wish to move to a lasting partnership between bus operators and the public sector. Working together will enable a fundamental reshaping of Wales' local bus services, through a new approach to managing services, sharing data and information and establishing standards for routes, services, fares and tickets to meet the needs of passengers in a world affected by COVID-19, climate change, new transport choices and changes to working patterns.
- D It is intended that funding provided under this new BES 2 agreement ("**Agreement**") will ensure that support provided to bus operators is more directly aligned with the provision of bus services that meet with the aim of supporting the management and interaction across transport modes including smart ticketing, unified routing, integrated timetabling and will do this both by Welsh Government funding pursuant to section 7 Transport (Wales) Act 2006 to support the provision of public service obligations by operators reflecting the services agreed by the public sector to continue to be provided by the operators (including both supported and formerly commercial services) and the parties also agreeing a framework for long term partnership which will continue to cover both supported and commercial bus services into the future.
- E Welsh Government and Transport for Wales have agreed to: (i) consult with bus operators before making policy changes which affect or are impacted by local bus services and give full



consideration to the views expressed, consistent with their duties under the Well-being of Future Generations (Wales) Act 2015; (ii) ensure funding arrangements are clear, communicated and executed in a timely fashion; (iii) recognise and take account, wherever possible in designing policy for bus regulation of the real costs of operating services, bus provision and employee matters; and (iv) ensure requests for information to bus operators are targeted, minimise unnecessary burdens on operators and involve no more work than is required to achieve the relevant purposes.

- F This Agreement is intended to provide a step in ensuring that services and funding are aligned, whilst providing a framework for development of future partnership working between the public sector and bus operators, which can be built upon over the coming years, including to secure co-production in the design and delivery of bus transport services. In particular: (i) Welsh Government and TfW shall engage fully and openly with bus operators in the development of the National Transport Delivery Plan, including policies for the delivery of zero carbon bus fleets and for the development of interventions to improve bus journey times through tackling congestion; and (ii) the Constituent Local Authorities shall take action to enhance highways infrastructure, bus facilities and service information, subject to the availability of funding.
- G The Parties acknowledge that the contribution of the Welsh Government, TfW and local government to delivering quicker, more reliable and predictable services through traffic and congestion reduction and the introduction and improvement of bus priority is crucial to the successful delivery of bus services.
- H As a result this Agreement includes specific requirements in respect of the continued funding and provision of services including specifying the terms of an umbrella partnership arrangement between the Parties, other bus operators and the Lead Authority (on behalf of Constituent Local Authorities in the Region and other Local Authorities affected by the partnership) to support Welsh Government's wider objectives.
- I The Parties acknowledge that this Agreement includes a reconciliation process which shall take into account the costs and revenues from all Local Services provided by the Operator, including Supported Services, Formerly Commercial Services and Commercial Services. For the avoidance of doubt, the assessment of whether the Operator has been over or under compensated and the calculation of any margin due shall be based on the net position on costs and revenues across all the Operator's Local Services.
- J It is acknowledged that this Agreement is not intended to amend the basis of payments of BSSG and Concessionary Travel Scheme which shall continue to be paid in accordance with their terms subject to any future reform of such payments with Welsh Government may undertake.

## **IT IS AGREED:**

### **1. DEFINITIONS AND INTERPRETATION**

In this Agreement:

- 1.1 Unless the context otherwise requires, the following expressions shall have the meanings set out below:

<b>"ADR Notice"</b>	has the meaning given to it in clause 25.4;
<b>"Agreement"</b>	has the meaning given to it in Recital D;

<b>"Alternate Lead Authority"</b>	means each of [Flintshire County Council], [Monmouthshire County Council], [Swansea Council], [Ceredigion County Council], and [Powys County Council] which may be appointed to assist with disputes in accordance with clause 6.7; <b>[Note: delete Lead Authority from this list.]</b>
<b>"BES 1"</b>	has the meaning given to it in Recital B;
<b>"BES 1.5"</b>	has the meaning given to it in Recital B;
<b>"BES 2 Funding"</b>	means funding provided by the Welsh Government to the operators in Wales pursuant to the terms of this Agreement;
<b>"BES Funding Period"</b>	means the period of the BES Previous Funding and the BES 2 Funding;
<b>"BES Previous Funding"</b>	means funding provided by the Welsh Government to operators in Wales pursuant to the Previous BES Funding Arrangements;
<b>"BSSG"</b>	means Bus Services Support Grant awarded to a Lead Authority by Welsh Government to support and maintain the core strategic bus network, improve connectivity and quality, provide certain bus and other local transport services, and develop close and effective partnership working;
<b>"Change in Covid-19 Impact Event"</b>	means any new event or circumstances (or change to event or circumstances) which occurs following the Effective Date which arise as a direct result of the COVID-19 Virus and which adversely impacts the Operator's ability to perform its obligations under this Agreement including but not limited to the introduction of lockdown measures, travel restrictions or amended social distancing measures in the United Kingdom;
<b>"CMA"</b>	means the Competition and Markets Authority of Victoria House, Southampton Row, London WC1B 4AD;
<b>"Commercially Sensitive"</b>	means in relation to a Disclosing Party that the disclosure of such information is either a trade secret or if disclosed would prejudice the commercial interests of that Party, and shall include any Operator Information identified as Commercially Sensitive in Part 4 of Schedule 4;
<b>"Commercial Service"</b>	means a Local Service which a bus operator provides on a commercial basis and not pursuant to any Existing Supported Services Contract or New Supported Services Contract;
<b>"Confidential Information"</b>	means, in relation to a Disclosing Party: <ul style="list-style-type: none"> <li>(a) information of whatever nature concerning the business, assets, liabilities, dealings, transactions, policies or affairs of the Disclosing Party including all trade secrets, financial, marketing and technical information, ideas, concepts, technology, processes,</li> </ul>

knowledge and know-how, together with all details of a Disclosing Party's, customers, suppliers, prices, discounts, margins, information relating to research and development, current trading performance and future policy or business strategy and all other information of a like nature; and

- (b) any information which is expressly indicated to be confidential or commercially sensitive or which, due to the nature and circumstances of its disclosure or its content might reasonably be considered to be confidential (whether or not marked as such),

in each case in whatever form or medium (including written, electronic, visual and oral) such information is recorded or kept and whether or not created for the purpose of entering into this Agreement or otherwise, and shall include, for the avoidance of doubt, any Operator Data identified as Confidential Information in Part 4 of Schedule 4;

**"Constituent Local Authorities"**

means a group of local authorities in Wales who are working together and are represented by the Lead Authority (and **"Constituent Local Authority"** shall be construed accordingly);

**"COVID-19"**

means the virus identified and named "COVID-19 virus" by the World Health Organisation which was characterised as a pandemic by the World Health Organisation on 11 March 2020;

**"Data Protection Laws"**

means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and the Data Protection Act 2018, together with the Privacy and Electronic Communication Regulations 2003 and all codes of practice issued by the Information Commissioner;

**"Defaulting Party"**

means a Party who commits a material breach of its obligations under this Agreement;

**"de minimis contracts"**

means Local Services contracts entered into pursuant to section 63 of the Transport Act 1985 which have been procured on a direct award basis to secure the provision of such public transport services as are considered appropriate to meet any public transport requirements which would not otherwise be met, pursuant to the exceptions allowed under section 91 Transport Act 1985 by the Service Subsidy Agreements (Tendering) Regulations 1985 as amended;

**"Disclosing Party"**

means a Party that discloses Confidential Information to one or more Receiving Parties under this Agreement;

<b>"Dispute"</b>	means a dispute or difference arising out of or in connection with this Agreement or any such matter which a Party deems (acting reasonably) to constitute a dispute;
<b>"Economic Contract"</b>	has the meaning given to it in the Welsh Government "Prosperity for All - Economic Action Plan";
<b>"Effective Date"</b>	means the date of this Agreement;
<b>"EIR"</b>	means the Environmental Information Regulations 2004;
<b>"Existing Supported Services"</b>	means any Local Services operated pursuant to the terms of an Existing Supported Services Contract;
<b>"Existing Supported Services Contracts"</b>	means contracts for the provision of Local Services in Wales by the Operator that were entered into before the Effective Date pursuant to: <ul style="list-style-type: none"> <li>a) terms let by or on behalf of the Welsh Government pursuant to section 7 of the Transport (Wales) Act 2000;</li> <li>b) contract terms let by one or more local transport authority pursuant to section 63 of the Transport Act 1985 (including, for the avoidance of doubt, any de minimis contracts); or</li> <li>c) any other contract let by one or more local transport authorities in accordance with sections 89 – 92 of the Transport Act 1985;</li> </ul>
<b>"FOIA"</b>	means the Freedom of Information Act 2000;
<b>"Force Majeure Event"</b>	means any event or occurrence (including fire, flood, violent storm, pestilence, explosion, malicious damage, act of terrorism, epidemic, pandemic, any industrial action by the workforce of an affected Party or by the workforce of a critical or key supplier, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made) which: <ul style="list-style-type: none"> <li>a) without prejudice to the operation of clause 11.6, the affected Party could not reasonably have provided against before entering into this Agreement;</li> <li>b) materially adversely affects the ability of a Party to perform its obligations (in whole or in part) under this Agreement;</li> <li>c) which is outside the reasonable control of an affected Party;</li> <li>d) having arisen, could not reasonably be avoided or overcome by the affected Party;</li> </ul>

- e) occurs in the United Kingdom; and
- f) is not attributable to any act or failure to take reasonable preventative action by an affected Party;

<b>"Former Commercial Services"</b>	has the meaning given to it in clause 15.1;
<b>"Funding Review(s)"</b>	means the review carried out in accordance with Schedule 5;
<b>"Good and Efficient Operator"</b>	has the meaning given to it in Section 1 to Schedule 3;
<b>"Gross Cost Contract"</b>	means a contract whereby the procuring authority retains the right to receipt of passenger revenue and therefore carries the financial risk in respect of the level of passenger revenue received in respect of services provided under such contract;
<b>"Historic"</b>	means up to 1 March 2019;
<b>"Insolvent Party"</b>	has the meaning given to it in clause 11.3;
<b>"Intellectual Property Rights"</b>	means patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>"Lead Authority"</b>	means a local authority in Wales acting as the Lead Regional Transport Authority for one or more of its Constituent Local Authorities;
<b>"Lead Authority Dispute"</b>	means a Dispute which involves the Lead Authority and may therefore be resolved in accordance with clause 25.3;
<b>"Legislation"</b>	means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any Welsh law within the meaning given to it in section 1(3) of the Legislation (Wales) Act 2019, any exercise of the Royal Prerogative, and any enforceable EU right within the meaning of Section 2 of the European Communities Act 1972 (as amended), in each case in the United Kingdom;

<b>"Local Service"</b>	has the meaning given to it in the section 2 of the Transport Act 1985 and for the avoidance of doubt, this shall not include: services which are not registrable pursuant to section 6 of the Transport Act 1985, including any services which are provided where a railway service is temporarily interrupted under section 40 Railways Act 2005;
<b>"Net Cost Contract"</b>	means a contract whereby the operator retains all passenger revenue and takes the risk in respect of the level of passenger revenue received in respect of services provided under such contract;
<b>"New Supported Services"</b>	means any Local Service operated pursuant to the terms of a New Supported Services Contract;
<b>"New Supported Services Contract"</b>	means contracts for the provision of Local Services in Wales by the Operator that were entered into after the Effective Date pursuant to: <ul style="list-style-type: none"> <li>a) terms let by or on behalf of the Welsh Government pursuant to section 7 of the Transport (Wales) Act 2000;</li> <li>b) contract terms let by one or more local transport authority pursuant to section 63 of the Transport Act 1985 (including, for the avoidance of doubt, any de minimis contracts); or</li> <li>c) any other contract let by one or more local transport authorities in accordance with sections 89 – 92 of the Transport Act 1985;</li> </ul>
<b>"New Supported Services Contract Tendering Assumptions"</b>	has the meaning given to it in clause 17.3;
<b>"Operator Data"</b>	means Operator data required to be provided under this Agreement which are confidential or commercially sensitive to the Operator as identified in Part 4 of Schedule 4;
<b>"Operator Companies"</b>	<b>Group</b> means the Operator and any subsidiary, holding company or subsidiary of any holding company of the Operator or any other company or structure established by the owners of the Operator and <b>"Operator Group Company"</b> shall be construed accordingly;
<b>"Part 1 Competition Test"</b>	means the test for making and varying quality partnership schemes, making and varying ticketing schemes, and inviting and accepting tenders under section 89 or 91 of the Transport Act 1985 (subsidised services) as set out in Schedule 10, Part 1 to the Transport Act 2000 as modified;

<b>"Part 2 Competition Test"</b>	means the test for certain agreements, decisions and practices as set out in Schedule 10, Part 2 to the Transport Act 2000 as modified;
<b>"Permitted Use"</b>	means the use of data for any purpose specified in Part 3 of Schedule 4;
<b>"Personal Data Disclosing Party"</b>	has the meaning given to it in clause 22.3;
<b>"Personal Data Receiving Party"</b>	has the meaning given to it in clause 22.3;
<b>"Previous BES Funding Arrangements"</b>	has the meaning given to is in Recital B;
<b>"Priorities"</b>	has the meaning given to it in clause 6.2;
<b>"Procurement Programme"</b>	has the meaning given to it in clause 17.2;
<b>"Public Sector Parties"</b>	means Welsh Government, TFW and each Lead Authority acting for its Constituent Local Authorities and <b>"Public Sector Party"</b> shall be construed accordingly;
<b>"Quality Partnership Schemes" or "QPS"</b>	means a quality partnership scheme as specified in section 114(1) Transport Act 2000;
<b>"Receiving Party"</b>	means a Party which receives Confidential Information from a Disclosing Party;
<b>"Reconciliation Payment"</b>	has the meaning given to it in clause 9.5;
<b>"Reference Network"</b>	means: <ul style="list-style-type: none"> <li>a) the initial reference network in accordance with clause 8.1; and</li> <li>b) the developed reference network, developed in accordance with the provisions of clauses 8.2 to 8.6 as it may be varied from time to time;</li> </ul>
<b>"Region"</b>	means the geographical area for which the Lead Authority and its Constituent Local Authorities are responsible;
<b>"Register of Variations"</b>	means a register for each Region, specific to the Operator, detailing each service contract, the agreed variation to the specific service, which has been reviewed and signed by the relevant Constituent Local Authority, the form appended at Schedule 7;
<b>"Regulation 1370/2007"</b>	means Regulation (EC) No 1370/2007 of the European Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road as amended,

including, but not limited to, by the Regulation (EC) No 1370/2007 (Public Service Obligations in Transport) (Amendment) (EU Exit) Regulations 2020;

<b>"Request for Information"</b>	shall have the meaning set out in the FOIA or any apparent request for information under the FOIA;
<b>"Service Failure Points" or "SFPs"</b>	has the meaning given to it in Part 4 of Schedule 3;
<b>"Services"</b>	has the meaning given to it in clause 2.1;
<b>"Service Payment"</b>	has the meaning given to it in clause 9.1;
<b>"Service Specification"</b>	means the specification to which the Operator agrees to provide Local Services as determined in accordance with clause 6, including but not limited to, compliance with the requirements of Schedule 1;
<b>"Service Standards"</b>	means the service standards which will apply to different classifications of routes across Wales, developed in accordance with clause 8.6;
<b>"State Aid and Procurement Constraints"</b>	has the meaning given to it in clause 19.2;
<b>"Subsidised Network"</b>	has the meaning given to it in clause 8.3;
<b>"Term"</b>	has the meaning given to it in clause 3.1;
<b>"Umbrella Partnership Agreement"</b>	means the framework voluntary partnership agreement agreed in accordance with clause 5;
<b>"VPA"</b>	means a voluntary partnership agreement as described in section 46 of the Local Transport Act 2008, amending section 153(2) of the Transport Act 2000;
<b>"Wales Transport Strategy"</b>	means the draft strategy for the future of transport in Wales, setting out Welsh Government's ambitions for the next twenty (20) years and their priorities for the next five (5) years in the form of the consultation document published here: <a href="https://gov.wales/llwybr-newydd">https://gov.wales/llwybr-newydd</a> and developed during the Term;
<b>"Welsh Bus Open Data Agreement"</b>	means the agreement to be entered into between (1) TfW and (2) the Operator in relation to the Operator providing certain data to TfW which will enable TfW to build a consistent data set for all services in Wales to improve services for passengers; and
<b>"Working Days"</b>	means any day of the week other than a Saturday, Sunday or Bank Holiday.



- 1.2 the Schedule(s) form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedule(s);
- 1.3 references to clauses or paragraphs appearing in the main body of this Agreement are, except where expressly stated to the contrary, references to clauses and paragraphs of this Agreement;
- 1.4 references to any part or paragraph appearing within a Schedule are, except where expressly stated to the contrary, references to such part or paragraph of that Schedule;
- 1.5 references to this Agreement are references to this Agreement as varied, assigned and/or novated in accordance with the provisions of this Agreement from time to time;
- 1.6 references to any other agreement or document are to such agreement or document as varied, assigned or novated from time to time; and
- 1.7 any reference to any Legislation will include any subordinate legislation made under it and will be construed as a reference to such Legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

## **2. SCOPE OF AGREEMENT**

- 2.1 This Agreement shall apply in respect of all Local Services provided by the Operator in the Region, including:
  - 2.1.1 Existing Supported Services; and
  - 2.1.2 Former Commercial Services;
  - 2.1.3 Commercial Services; and
  - 2.1.4 New Supported Services,(together the "**Services**").
- 2.2 Where and to the extent any Existing Supported Services are provided by the Operator pursuant to an Existing Supported Services Contract which is a Gross Cost Contract, clause 12 shall apply.
- 2.3 Where and to the extent any Existing Supported Services are provided by the Operator pursuant to an Existing Supported Services Contract which is a Net Cost Contract, clause 13 shall apply.
- 2.4 Where and to the extent any Local Service provided by the Operator is a Former Commercial Service the provisions of clause 15 shall apply in respect of Former Commercial Services.
- 2.5 Where and to the extent any Local Service provided by the Operator is a Commercial Service, clause 16 shall apply to the Operator in respect of the provision of those services.
- 2.6 Where and to the extent any Local Service provided by the Operator is provided pursuant to a New Supported Services Contract let by a Lead Authority or one of its Constituent Local Authorities after the date of this Agreement the provisions of clause 17 shall apply.
- 2.7 Where any provision of this Agreement is specified as being carried out by one Public Sector Party pursuant to this Agreement, the Public Sector Parties may agree that a representative of

another Public Sector shall be able to exercise such rights or may be required to carry out such function or obligation, provided that prior to such exercise, the Public Sector Parties shall jointly notify the Operator of such change of responsibility, and the party originally subject to such obligation shall notify the Operator of the basis upon which the new Public Sector Party is entitled to exercise the relevant powers. To the extent that this clause relates to the discharge of a statutory duty, the performance of such duty shall not be carried out by another Public Sector Party pursuant to this clause 2.7, save to the extent expressly agreed by such Public Sector Parties or in the event where TfW is performing such duties on behalf of the Welsh Government.

- 2.8 It is acknowledged that the Operator and Operator Group Companies may choose to change the way that they provide Local Services. Notwithstanding this, it is acknowledged by the Operator that this Agreement is entered into in respect of all Local Services provided by the Operator in the Region, and the Operator shall procure that, where there is any change in the operation of such services, that any alternative Operator Group Company providing such Local Services shall enter into an agreement on equivalent terms with the Public Sector Parties, and where and to the extent that they do not, or where any other action is taken by the Operator or any Operator Group Company to seek to provide services which are the same or similar to Local Services provided by the Operator in the Region outside the terms of this Agreement, the Operator shall indemnify the Public Sector Parties against all costs, losses, expenses and claims arising from the Local Services or services similar to the Local Services (including Commercial Services) being provided by the Operator or an Operator Group Company in a manner not subject to the provisions of this Agreement or an agreement on equivalent terms.

### **3. TERM**

- 3.1 This Agreement shall commence on the Effective Date and shall continue until 31 July 2022 (being the date falling two (2) years after the start date of BES 1.5), unless terminated earlier in accordance with the terms of this Agreement ("**Term**").

### **4. WELSH GOVERNMENT REQUIREMENTS**

- 4.1 As a condition of receipt of BES 2 Funding, the Operator shall comply with Welsh Government's minimum funding requirements as specified in Schedule 1.
- 4.2 Where the Operator is in material breach of any condition contained in Schedule 1 and the Operator fails to remedy such material breach (such remedy to include taking all reasonable steps to ensure that such breach is not repeated) within ten (10) Working Days of notification (or such other period of time as is reasonable given the nature of the breach and the steps required to remedy such breach), then the Operator shall pay compensation to the Lead Authority, pursuant to the process and calculated in accordance with Schedule 3.
- 4.3 The Operator shall maintain adequate insurances to cover against the risks which may be expected to arise in connection with the delivery of their obligations under this Agreement, including, but not limited to, insuring all property required to perform such obligations. The Operator shall provide the Lead Authority with proof of such insurances promptly upon request.

### **5. PARTNERSHIP**

- 5.1 The Operator shall use reasonable endeavours to agree the terms of an Umbrella Partnership Agreement, within three (3) months from the Effective Date and in the form of the draft agreement included at Section 1 of Schedule 1 with:

- 5.1.1 the Lead Authority (on behalf of Constituent Local Authorities in the Region and other Local Authorities affected by the partnership);
  - 5.1.2 TfW;
  - 5.1.3 Welsh Government; and
  - 5.1.4 other bus operators in the Region.
- 5.2 The Lead Authority, Welsh Government and TfW shall use reasonable endeavours to agree the terms of the Umbrella Partnership Agreement with the Operator and other bus operators in the Region.
- 5.3 The Parties acknowledge that that Umbrella Partnership Agreement shall provide a framework for development of detailed partnerships in the Region including, where appropriate, VPAs and QPS, and shall include as a minimum terms which:
- 5.3.1 establish a partnership board which shall govern the partnership, set strategy and objectives of the partnership, monitor and report on the performance of the partnership and resolve disputes;
  - 5.3.2 define the parties' obligations in respect of the continued delivery of the Wales Transport Strategy which may be in the form of transport plans which set out implementation dates, or processes to agree such plans, including, but not limited to those matters specified in Schedule 2;
  - 5.3.3 define obligations with respect to the Reference Network in accordance with clause 8;
  - 5.3.4 establish key performance indicators;
  - 5.3.5 invest in provision of Local Services;
  - 5.3.6 confirm review processes for the partnership using annual reviews and/or change procedures;
  - 5.3.7 rectify a breach of the terms of the Umbrella Partnership Agreement; and
  - 5.3.8 terminate the Umbrella Partnership Agreement.

## **6. SERVICE SPECIFICATION**

- 6.1 From the Effective Date, the Operator shall operate its Local Services as it did under the terms of the BES 1.5, unless agreed otherwise with the Lead Authority prior to the Effective Date.
- 6.2 The Operator shall consult and agree with the Lead Authority and each Constituent Local Authority in whose area a Local Service operates by the Effective Date or by no later than thirty (30) days of the Effective Date, the specification of the services (including routes, frequencies and hours of operation) that the Operator shall provide. In determining the specification of the services the Parties shall have regard to:
- 6.2.1 supporting learners' journeys to school or college on registered local bus services;
  - 6.2.2 increasing frequencies where demand exceeds capacity;

- 6.2.3 improving accessibility to jobs and services across our regions and communities;
  - 6.2.4 supporting economic recovery; and
  - 6.2.5 ensuring social inclusion,
- (together the "**Priorities**"),

provided that the services shall be affordable within the BES 2 Funding allocated to the Operator in accordance with the terms of this Agreement.

- 6.3 The agreed Service Specification will be recorded in the form appended at Schedule 6 and shall be updated with any changes, agreed from time to time and subject to being deliverable within the BES 2 Funding provided to the Operator pursuant to the terms of this Agreement.
- 6.4 The Operator shall act in good faith to discuss and agree with the Lead Authority and the relevant Constituent Local Authorities any changes in the Local Services required at regular intervals as agreed by the Parties, to ensure that the Local Services continue to meet local needs.
- 6.5 The Operator shall take all reasonable steps to respond and comply promptly with reasonable requests from the Lead Authority to amend the Local Services operated including:
  - 6.5.1 the routes used by those services;
  - 6.5.2 the hours of operation;
  - 6.5.3 the vehicles used or levels of provision; and
  - 6.5.4 the timetables of such services.
- 6.6 If, in exceptional circumstances, the Operator cannot reach agreement with the Lead Authority and any Constituent Local Authority on the Local Services to be operated in accordance with clause 6.4, then the Operator shall seek to agree the reasonable level of services to be provided with the Lead Authority who shall act reasonably to determine an appropriate service requirement in the context of the BES 2 Funding available and the requirements of the Lead Authority and the relevant Constituent Local Authority, and where such agreement is reached, these service requirements shall apply.
- 6.7 Where following discussion with the Lead Authority in accordance with clause 6.6, agreement can still not be reached with the Operator then either party may refer the matter as a Dispute, save that where the Lead Authority has a reasonable belief that the Operator has not engaged in good faith with any Constituent Local Authority covered by their operations and this forms part of the Dispute then such Dispute shall be referred as a Lead Authority Dispute in accordance with clause 25.3.

## **7. DATA PROVISION**

- 7.1 The Operator shall provide:
  - 7.1.1 the data specific in Section 1 of Part 4 of Schedule 3 in accordance with Part 3 of Schedule 3;
  - 7.1.2 the data specified in Part 1 of Schedule 4, in accordance with Part 3 of Schedule 3; and

- 7.1.3 the data specified in Part 2 of Schedule 4, in accordance with Part 3 of Schedule 3.
- 7.2 The data provided pursuant to this Agreement (including, but not limited to that provided pursuant to clause 7.1) may be used by the Welsh Government, TfW, the Lead Authority and Constituent Local Authorities in the Region solely for the Permitted Uses specified in Part 3 (Permitted Uses) of Schedule 4. Where such data is identified as Confidential or Commercially Sensitive as specified in Part 4 of Schedule 4, the relevant Public Sector Parties shall manage such data as Confidential Information in accordance with clause 21 and clause 23 and Commercially Sensitive in accordance with clause 23.
- 7.3 Where any Public Sector Party wishes to use any data provided by the Operator pursuant to this Agreement for any use which is not a Permitted Use they shall only do so having obtained the consent of the Operator, such consent not to be unreasonably withheld.
- 7.4 Where any data is identified as being Commercially Sensitive pursuant to Part 4 of Schedule 4 then each Public Sector Party shall ensure that, even where such data is being utilised in accordance with the Permitted Use that such data is only disclosed in accordance with clauses 21 to 23, and that where the output from the use of such data is disclosed in any manner which could be accessed by any other operator or prospective operator of Local Services, that such data or outputs are aggregated or presented in such a way that no Commercially Sensitive information is published (for example, where information in respect of crowding on buses is presented through using a traffic light system).
- 7.5 The Parties acknowledge and agree that the data provided pursuant to this clause 7 shall not be used by any Party for:
- 7.5.1 the purposes of monitoring and/or reporting to the Traffic Commissioner or the DVSA in respect of the Operator's service performance in respect of reliability and timekeeping for any local services operated by that Operator; or
- 7.5.2 any purpose relating to the potential introduction of a Quality Contract Scheme pursuant to the Transport Act 2000 by any Local Authority or the introduction by any Local Authority of any similar form of franchising arrangement under subsequent legislation,
- without the Operator's prior written consent.
- 7.6 Where any Public Sector Party analyses Operator Data for a Permitted Use with the intention to use that analysis for policy or decision making processes which may materially affect the Operator, such Public Sector Party shall use reasonable endeavours to engage with the Operator prior to use, to allow the Operator to inform such analysis. The Operator acknowledges that compliance with this obligation may not always be practicable, and in particular that a Public Sector Party shall not be obliged to comply with this obligation to the extent that it would breach clause 7.4.
- 7.7 The Operator shall keep and maintain full and accurate records and accounts on everything to do with this Agreement throughout and for seven (7) years after the date of expiry or termination of this Agreement.
- 7.8 Where a Public Sector Party is required to audit any information provided by the Operator pursuant to this Agreement, including where Welsh Government has reasonable grounds to believe that any information provided is materially incorrect, then they may appoint an auditor. The Operator shall allow such appointed auditor access to their premises, upon reasonable notice, to verify all accounts and records of everything to do with this Agreement (which is

relevant to the issue identified) and provide copies for the audit upon request, subject to clause 21.

- 7.9 The Operator shall provide information to the auditor and reasonable co-operation at their request.
- 7.10 Where any auditor identifies that any information provided by the Operator to any Public Sector Party is materially false or incomplete the relevant Public Sector Party shall be entitled to assess the impact of such false or incomplete information and where this has led to an under-payment to any Public Sector Party or over-payment from any Public Sector Party of the Service Payment, such Party shall be entitled to recover the difference between the amount originally calculated and the amount calculated following correction of the information found to be false or incomplete, and such amount shall be immediately payable by the Operator to such Public Sector Party.
- 7.11 The Operator agrees to use all reasonable endeavours to enter into the Welsh Bus Open Data Agreement within three (3) months of signing this Agreement, and shall, in any case, enter into such agreement within six (6) months of signing this Agreement. In the event of a conflict between the terms of the Welsh Bus Open Data Agreement and this Agreement, the Parties agree that this Agreement shall take priority during the Term of this Agreement and upon termination or expiry of this Agreement, the Welsh Bus Open Data Agreement shall take priority.
- 7.12 The Parties acknowledge that Tfw use third party suppliers to extract/receive and process data and that clauses 21 and 22 shall apply to the use and processing of such data by such third parties.

## **8. REFERENCE NETWORK**

- 8.1 The Parties agree that the initial Reference Network reflects the routes, frequencies and hours of operation of local bus services in Wales prior to COVID-19, specifically as at 29 February 2020 modified by:
- 8.1.1 any key seasonal variations as demonstrated in the preceding year e.g. a summer tourist timetable; and
- 8.1.2 any changes to services implemented by agreement with a Local Authority or the Lead Authority prior to the Effective Date.
- 8.2 The Parties agree that for the purposes of continued improvement in the provision of local bus services in Wales, it will be necessary to develop a revised Reference Network which sets out the target requirements for routes and services to be provided across Wales. The Reference Network shall be developed in accordance with this Agreement, including the provision of services in accordance with clauses 12 to 17 below, as well as any changes to services agreed pursuant to Schedule 1. The Parties agree that the Reference Network shall be developed in respect of each Region in line with the local and regional rankings of the Priorities and in support of a coherent Wales wide Reference Network.
- 8.3 The Parties, together with other operators in the Region, shall work together to develop a revised Reference Network by 30 June 2021. This network will supersede the initial Reference Network and reflect Regional priorities. As part of developing the revised Reference Network, historical and current passenger demand data will be used to objectively identify the elements of the Reference Network which will require long term Government support. These elements of the Reference Network will be referred to as the "**Subsidised Network**".

- 8.4 The development of the Reference Network shall include:
- 8.4.1 use of data provided by all parties with an interest in the provision of bus services within the Region, including operators, Lead Authorities, Local Authorities, TfW and Welsh Government;
  - 8.4.2 consideration of regional strategic Priorities for the provision of Local Services;
  - 8.4.3 examination of existing routes;
  - 8.4.4 exploration of options for new routes;
  - 8.4.5 the viability and affordability of the proposed routes; and
  - 8.4.6 consideration of investment or other measures that may be required to support any revised Reference Network.
- 8.5 The Lead Authority shall manage compliance with the Reference Network in accordance with the requirements set out in Schedule 1.
- 8.6 As part of the development of the Reference Network, the Operator shall use all reasonable endeavours to agree a set of Service Standards pursuant to Schedule 1 with the Lead Authority and TfW which will apply to different classifications of routes across Wales. The Operator, the Lead Authority and TfW shall use all reasonable endeavours to complete this classification by 30 June 2021.

## **9. PAYMENTS AND RECONCILIATION PROCESSES**

- 9.1 The Lead Authority shall pay the Operator a service payment calculated in accordance with Part 2 of Schedule 3 ("**Service Payment**"), in relation to the Services provided pursuant to and in accordance with this Agreement. If the Operator disputes the amount of the Service Payment then such dispute shall be resolved in accordance with clause 25.
- 9.2 For the avoidance of doubt, the Operator shall not be entitled to recover more than once in respect of the same amount, including that the Operator shall not be entitled to recover any amount payable pursuant to the Previous BES Funding Arrangements pursuant to this Agreement.
- 9.3 In the event that the Operator is successful in obtaining any other governmental support or support from any Lead Authority or one of its Constituent Local Authorities or other such body that is offered in relation to the impact of and/or recovery from the impacts of COVID-19, this shall be taken into account in relation to the relevant Service Payment such that the Operator does not benefit from double recovery or double counting.
- 9.4 The Operator shall comply with the reconciliation process detailed in Part 3 of Schedule 3. The Parties acknowledge that Schedule 3 assesses the basis on which the Operator is paid, and includes provisions to ensure that such payments, following reconciliation, do not lead to over-compensation or illegal state aid. Notwithstanding any other remedies that the Lead Authority, TfW or Welsh Government may have pursuant to this Agreement or otherwise for provision by the Operator of false or misleading information, it shall be a material breach of this Agreement for the Operator to fail to accurately provide the information specified in Schedule 3. For the avoidance of doubt, it will be necessary to provide information in respect of all Local Services provided by the Operator, including any Commercial Services, to ensure transparency of costs and revenues and to ensure that the calculation of the Assumed Margin pursuant to Schedule 3

shall take into account the costs and revenues from all Local Services provided by an Operator (including Former Commercial Services and Commercial Services).

- 9.5 Where following any reconciliation process carried out pursuant to Part 3 of Schedule 3, the Lead Authority identifies that an overpayment or an underpayment has been made, the Lead Authority shall be entitled to require either clawback of such amount or pay such amount ("**Reconciliation Payment**"), calculated in accordance with Part 3 of Schedule 3. The Lead Authority shall provide the Operator with detailed calculations confirming the Reconciliation Payment to be returned to the Lead Authority or paid to the Operator.
- 9.6 The Parties acknowledge and agree that TfW, working with the Lead Authority, may carry out Funding Reviews on behalf of Welsh Government in accordance with the provisions of Schedule 5 and the Parties shall agree, acting reasonably, such amendments to this Agreement, as may be reasonably required to reflect the outcomes of each Funding Review.

## **10. EXIT FROM BES 2**

- 10.1 The Parties agree and acknowledge that by no later than 1 August 2022, it is all Parties' intention that all of the Operator's Local Services which operate in Wales shall either be:

10.1.1 operated as a Commercial Service; or

10.1.2 operated pursuant to a New Supported Services Contract or the original terms and conditions of an Existing Supported Services Contract (including in each case any such contract which is let as a *de minimis* contract).

- 10.2 Where all Local Services operated by the Operator in Wales are operated in accordance with clause 10.1 then the Parties acknowledge that:

10.2.1 no further payments shall be made pursuant to this Agreement; and

10.2.2 provided that any Umbrella Partnership Agreement and any associated partnership arrangements shall not be terminated as a result of the termination of this Agreement,

any Party shall otherwise be entitled to terminate this Agreement by agreement with the other Parties (all acting reasonably).

## **11. TERMINATION**

- 11.1 This Agreement, or a Party's participation in this Agreement, may be terminated in accordance with the provisions of this clause 11.

### **Defaulting Party Material Breach**

- 11.2 In the event of a material or persistent breach of this Agreement by a Defaulting Party, the non-Defaulting Party may give four (4) weeks' written notice of their intention to terminate this Agreement, setting out in sufficient detail the acts or omission of the relevant Defaulting Party giving rise to such breach or breaches. If the Defaulting Party does not, to the reasonable satisfaction of the non-Defaulting Party, remedy the breach or breaches and the consequences of such breach within such notice period, the non-Defaulting Party may terminate this Agreement. Where, pursuant to Part 4 of Schedule 3 Service Failure Points have been allocated for the same trigger in three (3) consecutive months this shall be deemed to be a material breach which the Operator has been unable to remedy.



## **Insolvency**

- 11.3 Any non-Defaulting Party may by written notice terminate its participation in this Agreement where another Party ("**Insolvent Party**"):
- 11.3.1 passes a resolution for its winding up or summons a meeting to pass any such resolution (other than for the purpose of and followed by a solvent reconstruction or amalgamation);
  - 11.3.2 has a petition for a winding-up order presented against it (other than for the purpose of and followed by a solvent reconstruction or amalgamation);
  - 11.3.3 has an application made to court, or an order made, for the appointment of an administrator or any step is taken to appoint an administrator in respect of the Insolvent Party;
  - 11.3.4 has a receiver, administrative receiver, receiver and manager or similar officer appointed by any person of all or any part of the Insolvent Party's property, assets or undertaking;
  - 11.3.5 makes a proposal for a voluntary arrangement as defined in Section 1 of the Insolvency Act 1986;
  - 11.3.6 enters into any other arrangement with its creditors or any of them;
  - 11.3.7 takes or suffers any other action in consequence of debt including, without limitation, giving notice to its creditors or any of them that it has suspended or is about to suspend payment; or
  - 11.3.8 has a proposal or threat to do any of the above acts or things made; or an event analogous to the aforesaid occurs in whatever jurisdiction.

## **Continuing Force Majeure**

- 11.4 No Party shall be liable to any other Party for any delay in, or failure to perform its obligations under this Agreement arising (in whole or in part) from any Force Majeure Event, provided that the affected Party shall:
- 11.4.1 as soon as reasonably practicable, send to the other Parties a written notice setting out the circumstances of the event and its anticipated effect; and
  - 11.4.2 use all reasonable endeavours to minimise the effect of any such circumstances.
- 11.5 If the affected Party's ability to perform its obligations under this Agreement is materially adversely affected (in whole or in part) due to a Force Majeure Event continuing for a period of six (6) months or more, any Party may terminate the affected Party's participation in this Agreement with immediate effect by serving written notice to the other Parties, provided that no such notice shall be served until the Parties have met in good faith to discuss and seek to agree whether this Agreement should continue in modified form (agreement to such not to be unreasonably withheld).
- 11.6 Notwithstanding any other provision under this Agreement, the Parties agree that they were aware of COVID-19 and that the existence of COVID-19 in itself shall not constitute a Force Majeure event save that a Change in COVID-19 Impact Event may be deemed to be a Force

Majeure Event provided it satisfies the criteria set out in sub-paragraphs (b) to (f) (exclusive) of the definition of Force Majeure.

#### **Termination by agreement of the Parties**

- 11.7 This Agreement may be terminated in respect of all Parties or in respect of any one party at any time with immediate effect by written consent of all Parties that it be so terminated.
- 11.8 This Agreement shall be terminated in respect of any Party that disposes of its business in accordance with clause 28.2.
- 11.9 In the event that the Operator either: (i) changes the way that they provide Local Services and does not comply with clause 2.8; or (ii) disposes of its business and does not comply with clause 28.2, the Operator acknowledges and agrees that such breach shall be dealt with in accordance with clause 11.2 and the non-Defaulting Party is entitled to terminate this Agreement.

#### **Exit from BES 2**

- 11.10 This Agreement may be terminated pursuant to clause 10.2.

#### **Funding Reviews**

- 11.11 This Agreement may be terminated on notice provided by Welsh Government to the Operator, in accordance with paragraph 1.3.3 of Schedule 5 following a Funding Review.

#### **Operator withdrawal**

- 11.12 This Agreement may be terminated on no less than fifty six (56) days' notice (or such other period of notice as the Traffic Commissioner may require in respect of de-registration of Local Services at the date the notice is given) from the Operator to the other Parties, in the event that the Operator intends to withdraw from the Welsh bus market, such termination to occur on the date of withdrawal from the Welsh bus market.
- 11.13 In the event where the Operator intends to withdraw from the Welsh bus market and terminates this Agreement in accordance with clause 11.12, the Operator shall provide Welsh Government with a reasonable opportunity to purchase any assets of the business which it intends to dispose of, on fair terms.

#### **Effect of Termination**

- 11.14 The termination of this Agreement for any reason:
  - 11.14.1 shall be without prejudice to any rights or obligations which shall have accrued or become due prior to the date of termination, including, for the avoidance of doubt, any payments to be made to the operator pursuant to Part 3 of Schedule 3;
  - 11.14.2 shall not prejudice the rights or remedies which any Party may have in respect of any breach of the terms of this Agreement prior to the date of termination; and
  - 11.14.3 shall not impact upon any clawback of BES 2 Funding which is to be made (including any clawback of BES 2 Funding still to be calculated) in accordance with Schedule 3.

## **12. EXISTING SUPPORTED SERVICES: GROSS COST**

12.1 The Parties acknowledge that the Operator operates Existing Supported Services on the date of this Agreement which are contracted in whole, or in part, pursuant to Existing Supported Services Contracts.

12.2 Where an Existing Supported Services Contract is let as a Gross Cost Contract:

12.2.1 the Operator acknowledges that the relevant Constituent Local Authority (or Welsh Government where the Existing Supported Services Contract is let pursuant to section 7 Transport (Wales) Act 2006) remains at risk for passenger revenue, and that any payments made to the Operator in respect of such Local Services pursuant to this Agreement shall relate solely to additional costs incurred by the Operator in providing services in accordance with the terms of such Gross Cost Contract, as a result of the impact of COVID-19 (and related measures) on the operation of that Existing Supported Services;

12.2.2 the Operator (and the Lead Authority on behalf of the relevant Constituent Local Authority) agree that each Existing Supported Services Contract shall be varied to:

12.2.2.1 allow such additional payments to be made by the Lead Authority on behalf of the Constituent Local Authority to the Operator in accordance with the terms of this Agreement; and

12.2.2.2 revise the services provided in agreement with the Constituent Local Authority and the Lead Authority and align payment with the revised services.

It is acknowledged that the variation in such payments shall be limited to those which are required to deal with the impact of COVID-19, and that the modifications are not substantial within the meaning of Regulation 88 (1)(f) Utilities Contracts Regulations 2016 or Regulation 72(1)(f) Public Contract Regulations 2015, as the case may be;

12.2.3 the Operator agrees that more than one amendment may be made pursuant to clause 12.2.2, during the term of this Agreement, provided that those changes shall be made solely for the purposes of reflecting required changes to local bus services to reflect the impact of COVID-19, and that such changes shall not change the economic balance of the contract in favour of the bus operator nor alter the overall nature of the Existing Supported Services Contract;

12.2.4 the Operator and the Lead Authority acknowledge that the payments made pursuant to this Agreement in respect of such Gross Cost Contracts are made pursuant to a valid variation to the Existing Supported Services Contracts between the Constituent Local Authority and the Operator. The Parties agree to execute such other documents, including to update the Register of Variations at Schedule 7, as may be required to effect such variation, and the Lead Authority undertakes to obtain any variation documents executed by the Constituent Local Authority as may be required to effect such variation; and

12.2.5 on a continuing basis, the Lead Authority may carry out a further review of each Existing Supported Services Contract to assess whether any further variation is needed or determinate whether the service remains necessary to be supported in accordance with the review process under clause 6.4.

### **13. EXISTING SUPPORTED SERVICES: NET COST**

13.1 The Parties acknowledge that the Operator operates Existing Supported Services on the date of this Agreement which are contracted in whole, or in part, pursuant to Existing Supported Services Contracts.

13.2 Where such Existing Supported Services Contract is a Net Cost Contract:

13.2.1 the Parties acknowledge that the Operator is at risk for passenger revenue under the terms of the Net Cost Contract with the relevant Lead Authority or one of its Constituent Local Authorities (or Welsh Government where the Existing Supported Services Contract is let pursuant to section 7 Transport (Wales) Act 2006), and that any payments made to the Operator in respect of such Local Services pursuant to this Agreement shall relate solely to:

13.2.1.1 additional costs incurred by the Operator in providing services in accordance with the terms of such Net Cost Contract, as a result of the impact of COVID-19 (and related measures) on the operation of that Existing Supported Services; and

13.2.1.2 the impact on passenger revenue beyond that which was foreseeable by the Operator and/or the Lead Authority or one of its Constituent Local Authorities at the time that such Existing Supported Services Contract was let,

13.2.2 the Operator (and the Lead Authority on behalf of the relevant Constituent Local Authority) agree that each Existing Supported Services Contract shall be varied to:

13.2.2.1 allow such additional payments to be made by the Lead Authority on behalf of the Constituent Local Authority to the Operator in accordance with the terms of this Agreement; and

13.2.2.2 revise the services provided in agreement with the Constituent Local Authority and the Lead Authority.

It is acknowledged that the variation in such payments shall be limited to those which are required to deal with the impact of COVID-19, and that the modifications in respect of any changes to service provision are not substantial within the meaning of Regulation 88 (1)(f) Utilities Contracts Regulations 2016 or Regulation 72(1)(f) Public Contract Regulations 2015, as the case may be, and that the payments in respect of loss of passenger revenue are made due to the immediate and continuing risk of disruption of passenger services as a result of the loss of that passenger revenue,

13.2.3 the Operator agrees that more than one amendment may be made pursuant to clause 13.2.2.2, during the term of this Agreement, provided that those changes shall be made solely for the purposes of reflecting required changes to local bus services to reflect the impact of COVID-19, and that such changes shall not change the economic balance of the contract in favour of the operator nor alter the overall nature of the Existing Supported Services Contract;

13.2.4 the Operator agrees that, where payments made relate to the impact of COVID-19 on passenger numbers, the extent to which those payments relate to costs which would have been funded from passenger revenue, save for the effect of COVID-

19, that the Lead Authority shall be entitled to limit the payments made in respect of such costs for the period that the risk associated with passenger revenue loss is materially greater than that which was reasonably foreseeable at the date of the relevant agreement;

13.2.5 payments made by the Lead Authority to the Operator pursuant to this Agreement in respect of Existing Supported Services pursuant to a Net Cost Contract shall be only made for the period, and to the extent that, the provision of services under the relevant Net Cost Contract are affected by COVID-19;

13.2.6 the Operator and the Lead Authority acknowledge that the payments made pursuant to this Agreement in respect of such Net Cost Contracts are made pursuant to a valid variation to the Supported Services Existing Contract between the relevant Constituent Local Authority and the Operator. The Parties agree to execute such other documents, including to update the Register of Variations at Schedule 7, as may be required to effect such variation, and the Lead Authority undertakes to obtain any variation documents executed by the Constituent Local Authority as may be required to effect such variation; and

13.2.7 on a continuing basis, the Lead Authority may carry out a further review of each Existing Supported Services Contract to assess whether any further variation is needed or determinate whether the service remains necessary to be supported in accordance with the review process under clause 6.4.

#### **14. REVERTING TO ORIGINAL CONTRACT TERMS FOR EXISTING SUPPORTED SERVICES**

14.1 The Parties acknowledge that any Existing Supported Services Contract varied in accordance with clause 12 and 13, shall revert to the terms specified immediately prior to such variation (subject to any other variation to such contract agreed by the Parties to that contract) when all or some of the following criteria are achieved (in each case as agreed with the relevant Local Authority, acting reasonably):

14.1.1 the revenue in respect of that service returning to pre-COVID levels;

14.1.2 the service operating to a specification materially the same as that pre-COVID, subject to any other variation of such contract; and

14.1.3 the Operator choosing to return to the terms of the original Existing Supported Services Contract.

#### **15. SUPPORT FOR FORMER COMMERCIAL SERVICES**

15.1 The Parties acknowledge that the Operator has historically operated Commercial Services, but due to the effects of COVID-19, those Commercial Services were no longer commercially viable and support for the continuation of the services was required from Welsh Government. Such support was received through BES Funding provided pursuant to the Previous BES Funding Arrangements. The Parties further acknowledge that the Previous BES Funding Arrangements were implemented on the basis of payments being made under the following powers:

15.1.1 use of grant aid under section 154 Transport Act 2000; or

15.1.2 payments made pursuant to section 7 of the Transport (Wales) Act 2006,

**("Former Commercial Services").**

- 15.2 The Operator acknowledges that in the absence of Service Payments made pursuant to this Agreement the Operator would not be able to continue to operate the relevant Former Commercial Service or would not be able to operate the Former Commercial Services to the Service Standards.
- 15.3 The Lead Authority acknowledges that it would not have funded such Former Commercial Services to the Service Standards unless provided with financial support by Welsh Government.
- 15.4 The Lead Authority agrees to support the Former Commercial Services pursuant to the terms of this Agreement on the basis that the operation of the Former Commercial Service is required to meet public service obligations, with support being provided for provision of such public service obligations through the payment of Service Payments on behalf of Welsh Government in accordance with Schedule 3 (pursuant to section 7 Transport (Wales) Act 2006), provided that the Operator in operating the Former Commercial Services, shall at all times comply with the prevailing Service Specification.
- 15.5 The Parties acknowledge that the reconciliation process at Part 3 of Schedule 3 shall take into account the costs and revenues from all Local Services provided by the Operator, including Supported Services, Formerly Commercial Services and Commercial Services. For the avoidance of doubt, the assessment of whether the Operator has been over or under compensated and the calculation of any margin due shall be based on the net position on costs and revenues across all the Operator's Local Services.

**16. COMMERCIAL SERVICES**

- 16.1 Where the Operator registers a Commercial Service which does not comply with the applicable Service Standards, then save where the specification of such Commercial Service has been agreed in accordance with clause 16.2.2, the Operator acknowledges and agrees that Welsh Government or any Local Authority in the area in which such service is operated may determine that notwithstanding the operation of the Commercial Service, that the service in question is not being provided to the applicable Service Standard required, in accordance with section 7(4) Transport (Wales) Act 2006 or section 63(5) Transport Act 1985 and that Welsh Government or the relevant Local Authority may determine that a service that meets the applicable Service Standard may be let in accordance with clause 17 (subject to the application, where relevant, of the Part 1 Competition Test).

- 16.2 Where the Operator registers a Commercial Service which will operate:

16.2.1 in accordance with the applicable Service Standards; or

16.2.2 in accordance with a variation to the Service Standards as agreed by the Operator, Lead Authority and TfW on the grounds that, for example, the specified standard for the hours of operation or frequency of the service are not financially viable or required,

then the Parties acknowledge that such service shall be operated as a Commercial Service for the purposes of this Agreement, but shall for the avoidance of doubt, remain subject to the terms of this Agreement, the Umbrella Partnership Agreement and any future partnership agreement developed pursuant to the terms of the Umbrella Partnership Agreement.

- 16.3 The Parties acknowledge that the reconciliation process at Part 3 of Schedule 3 shall take into account the costs and revenues from all Local Services provided by the Operator, including

Supported Services, Formerly Commercial Services and Commercial Services. For the avoidance of doubt, the assessment of whether the Operator has been over or under compensated and the calculation of any margin due shall be based on the net position on costs and revenues across all the Operator's Local Services.

## 17. SERVICES TENDERED AFTER THE DATE OF THIS AGREEMENT

17.1 The Parties agree that the Lead Authority or one of its Constituent Local Authorities or Welsh Government may let New Supported Services Contracts including where:

- 17.1.1 an Existing Supported Service Contract expires or terminates;
- 17.1.2 the Operator chooses to cease operation of a Former Commercial Service; or
- 17.1.3 a new route is identified as part of the Reference Network which is not operated as a Commercial Service or any Commercial Service does not comply with clause 16.2,

in each case where the relevant Local Authority or Welsh Government determine that the provision of such service is appropriate for meeting public transport requirements in the relevant area.

17.2 The Operator acknowledges that, no later than 1 August 2021, the Lead Authority (working with its Constituent Local Authorities) shall set out a programme to tender key services that are otherwise at risk of not meeting the requirements of clause 10.1 prior to 1 August 2022 when this contract shall terminate ("**Procurement Programme**"). The Procurement Programme shall be developed in consultation with the Operator and other operators and plans to tender New Supported Service Contracts within the Procurement Programme shall be prioritised to take account of:

- 17.2.1 the prevailing bus market conditions including any continued impact of COVID-19 on the performance of the bus market, such as passenger levels and revenues;
- 17.2.2 the estimated time frame for meeting the requirements of clause 10.1; and
- 17.2.3 the extent to which each service is required for the purposes of operating the Reference Network and delivering its intended benefits.

The Procurement Programme shall be reviewed by the Lead Authority and its Constituent Local Authorities every month and revised as necessary in consultation with the Operator, other operators and stakeholders to take account of changes which affect the priorities detailed in clauses 17.2.1 to 17.2.3.

17.3 Where a Lead Authority, one of its Constituent Local Authorities or Welsh Government tenders a New Supported Services Contract following the date of this Agreement, the tender for such New Supported Services Contract shall specify the assumptions that are to be made by all bidders regarding payments (if any), to be made pursuant to this Agreement to the operator of services under that New Supported Services Contract, and the relevant Public Sector Party shall ensure that the same assumptions are provided to all tenderers for such Contract ("**New Supported Services Contract Tendering Assumptions**"); or

17.4 the Parties acknowledge, that where any Public Sector Party, specifies New Supported Services Contract Tendering Assumptions as part of a tender process for a New Supported Services Contract and the Operator enters into such New Supported Services Contract, the Lead

Authority shall make payments under this Agreement in respect of such New Supported Services Contract in accordance with the New Supported Services Contract Tendering Assumptions.

## 18. SURVIVAL

18.1 This clause 18 and the following provisions (and any clauses/Schedules referred to in them/and or necessary in order to give effect to them) shall survive termination of this Agreement:

18.1.1 clauses 1 (*Definitions and Interpretation*);

18.1.2 clause 20 (*Intellectual Property*),

18.1.3 clause 21 (*Confidentiality*),

18.1.4 clause 22 (*Data Protection*),

18.1.5 clause 23 (*Freedom of Information*),

18.1.6 clause 25 (*Dispute Resolution*);

18.1.7 clause 36 (*Governing Law and Jurisdiction*); and

18.1.8 Schedule 3 (*Compensation*) to the extent required for the purposes of any reconciliation of payments following the date of termination,

which shall continue in force after such termination.

## 19. FUNDING AND CONSTRAINTS

19.1 Each Party shall be responsible for funding their own obligations under this Agreement, save where the funding of any obligation is expressly specified in this Agreement, and otherwise in accordance with this clause 19. Where and to the extent any obligation of the Lead Authority pursuant to this Agreement to pay the Operator is dependent upon Welsh Government paying an equivalent amount to the Lead Authority, Welsh Government shall indemnify the Lead Authority against any claims from the Operator arising directly from any delay or failure by Welsh Government to make such payment to the Lead Authority.

19.2 It is acknowledged that funding from (or provisions of works, services or supplies which have been funded by) the Welsh Government is subject to constraints on public spending, including the application of UK and EU rules in respect of state aid and procurement ("**State Aid and Procurement Constraints**"). It is acknowledged that Welsh Government, TFW and the Lead Authority shall not be required to fund or deliver anything pursuant to this Agreement which would be in breach of such requirements.

19.3 Where any Party is unable to perform an obligation under this Agreement due to State Aid and Procurement Constraints the Parties agree to work together in good faith to determine those changes required to this Agreement whilst not breaching such requirements. It is acknowledged that this may include the Parties working together to identify exemptions which may be applicable and where necessary engaging with third parties including the CMA in order to implement the terms of this Agreement.



## **20. INTELLECTUAL PROPERTY RIGHTS**

- 20.1 To the extent that any Intellectual Property Rights are generated pursuant to the terms of this Agreement, the Parties agree that:
- 20.1.1 such Intellectual Property Rights shall remain the absolute property of the Party which generated such rights; and
  - 20.1.2 such Party shall hereby grant to the other Party a perpetual, irrevocable, non-exclusive, fully paid up and royalty free licence (with the right to sub-licence) to use such Intellectual Property Rights for any purpose relating to this Agreement or any successor agreement.

## **21. CONFIDENTIALITY**

### **General**

- 21.1 The Parties agree that the provisions of this Agreement shall not be treated as Confidential Information and may be disclosed without restriction.
- 21.2 Each Receiving Party shall:
- 21.2.1 keep the Disclosing Party's Confidential Information confidential;
  - 21.2.2 use the Confidential Information (or any part thereof) only in connection with performing its obligations under the Agreement; and
  - 21.2.3 subject to clause 21.4 and 23, not disclose the Confidential Information to anyone without the prior written consent of the Disclosing Party.
- 21.3 Data provided by the Operator pursuant to clause 7 or otherwise pursuant to the terms of this Agreement shall be deemed to be Confidential Information where it is identified as such in the table at Part 4 of Schedule 4.

### **Exceptions**

- 21.4 The consent referred to in clause 21.2.3 shall not be required for the disclosure by a Receiving Party of any Confidential Information which:
- 21.4.1 is disclosed to:
    - 21.4.1.1 the CMA; or
    - 21.4.1.2 the Department for Transport,
  - 21.4.2 at any time comes into the public domain otherwise than as a result of breach of this Agreement by the Receiving Party;
  - 21.4.3 is disclosed to the Receiving Party's officers, contractors or agents, in each case to the extent required to enable the Receiving Party to carry out its obligations under this Agreement provided that the Receiving Party makes such person aware of the Receiving Party's obligations under this Agreement and the Receiving Party requires such person to observe the same restrictions on the use of the relevant information as are contained in clause 21.2;

- 21.4.4 is disclosed to the Receiving Party's professional advisers who are bound to such Receiving Party by a duty of confidence which applies to any information disclosed;
  - 21.4.5 is disclosed to the Receiving Party's auditors (pursuant to clause 7.8) who are bound to such Receiving Party by a duty of confidence which applies to any information disclosed, to the extent that the statutory provisions under which the auditor was appointed allow for such duty of confidence to be imposed upon the auditor;
  - 21.4.6 is received from a third party who is not in breach of any relevant duty of confidence whether express or implied;
  - 21.4.7 is independently developed without access to the Confidential Information; or
  - 21.4.8 is required to be disclosed by any applicable law or regulatory requirement to which the Receiving Party is subject or pursuant to any order of the court or other competent regulatory authority or tribunal.
- 21.5 These restrictions and prohibition on use, exploitation, communication and disclosure set out in this clause 21 shall continue to apply after the expiration or termination of the Agreement in respect of any Confidential Information for such period of time as such information remains Confidential Information..

#### **Required Disclosure**

- 21.6 If the Receiving Party becomes required, in circumstances contemplated by clause 21.4.8 to disclose any Confidential Information, the Receiving Party shall (save to the extent prohibited by law) give to the Disclosing Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the Disclosing Party, having due regard to the Disclosing Parties' views, and take such steps as the Disclosing Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure.

#### **Remedy**

- 21.7 The Public Sector Parties acknowledge and agree that money damages may not be an adequate remedy for any breach or threatened breach of this clause 21 and that a breach by any Public Sector Partner of this clause 21 may result in immediate and irreparable competitive injury. The Public Sector Parties therefore agree that in addition to any other remedies that may be available, by law or otherwise, the Operator shall be entitled to seek injunctive relief against any breach or threatened breach of this clause 21 by the Public Sector Parties.

## **22. DATA PROTECTION**

- 22.1 In this clause 22, the expressions "**Process/Processing**", "**Controller**", "**Processor**" "**Data Subject**", "**Personal Data Breach**" and "**Supervisory Authority**" shall have the same meaning as in the Data Protection Laws.
- 22.2 Each Party shall Process Personal Data under this Agreement as a separate Controller, and shall comply at all times with its respective obligations under Data Protection Laws.
- 22.3 In respect of any disclosures of Personal Data by one Party ("**Personal Data Disclosing Party**") to another Party ("**Personal Data Receiving Party**"), the Personal Data Receiving Party shall:

- 22.3.1 only Process the disclosed Personal Data where reasonably necessary for the purposes of performing its obligations, or exercising its rights, under this Agreement (including in respect of any onward disclosures to third parties);
  - 22.3.2 not transfer Personal Data outside the EEA without the prior written consent of the Personal Data Disclosing Party; and
  - 22.3.3 notify the Personal Data Disclosing Party without undue delay upon becoming aware of any Personal Data Breach involving the Personal Data.
- 22.4 Each Party shall co-operate with the other, to the extent reasonably requested, in relation to:
- 22.4.1 any requests from Data Subjects to exercise rights under the Data Protection Laws;
  - 22.4.2 any other communication from a Data Subject concerning the Processing of their Personal Data; and
  - 22.4.3 any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with the Data Protection Laws.

### **23. FREEDOM OF INFORMATION**

- 23.1 The Operator shall cooperate to facilitate the Public Sector Parties in complying with their respective obligations under the FOIA and the EIR, together with any guidance and/or codes of practice issued from time to time by the Information Commissioner or the Secretary of State, in the manner provided for in this clause 23, which shall apply whenever any Public Sector Party receives a Request for Information which in that Public Sector Party's reasonable opinion is likely to involve the disclosure of Confidential Information.
- 23.2 Where the relevant Public Sector Party receives a Request for Information in relation to Operator Confidential Information it shall notify the Operator in writing of the Request for Information as soon as practicable after receipt and in any event within five (5) Working Days of receiving a Request for Information and shall consult in good faith with the Operator to ascertain whether disclosure of the requested information would be likely to prejudice the commercial interests of the Operator for the purposes of section 43(2) of FOIA or regulation 12(5)(e) of EIR.
- 23.3 Where the relevant Public Sector Party receives a Request for Information relating Operator Confidential Information, the relevant Public Sector Party shall keep the Operator fully informed and the Operator shall provide all necessary assistance reasonably requested by the relevant Public Sector Party to enable the Welsh Government or TFW to respond to a Request for Information in accordance with Section 1 and Section 10 of the FOIA or regulation 5 of the EIR.
- 23.4 The relevant Public Sector Party agrees that (and shall procure that the Constituent Local Authorities agree that) Operator Data shall, for the purposes of the FOIA, constitute:
- 23.4.1 exempt information pursuant to Part 2 of the FOIA which is provided to the Welsh Government, the Lead Authority and/or TFW in confidence and that disclosure of the Operator Data would constitute a breach of confidence actionable by the Operator; and/or
  - 23.4.2 exempt information pursuant to Part 2 of the FOIA in that it constitutes either a trade secret of the Operator and/or information which if disclosed to the public

would prejudice the commercial interests of the Operator and the Welsh Government, the Lead Authority and TfW will therefore treat all Operator Data as exempt for the purposes of the FOIA.

23.5 In the event that notwithstanding the provisions of clause 23.4, any Public Sector Party is bound by the FOIA to disclose any Operator Data to the public, the relevant Public Sector Party shall nonetheless provide the Operator with a minimum of 48 hours written notice prior to the disclosure of any such data.

## **24. COMPETITION AND PROCUREMENT LAW**

24.1 The Parties intend that this Agreement shall comply with competition law at the date of this Agreement.

24.2 The Parties acknowledge that the development of partnership arrangements pursuant to clause 5 of this Agreement will be subject to the application of competition law, and in particular the parties may need to apply the Part 2 Competition Test, and be satisfied (acting reasonably and by reference to the prevailing law at the time of such consideration) that any Umbrella Partnership Agreement meets the Part 2 Competition Test;

24.3 The Parties intend that:

24.3.1 this Agreement shall not breach the Public Contracts Regulations 2015, the Utilities Contracts Regulations 2016, the Concession Contracts Regulations 2016 or Regulation 1370/2007;

24.3.2 that payments in respect of, and the provision of, services by the Operator pursuant to the terms of this Agreement are consistent with the requirements of article 5 of Regulation 1370/2007.

24.4 Notwithstanding clause 24.1 to 24.3, if:

24.4.1 statements by, advice from, or decisions by competent authorities (including, but not limited to, the CMA) provides additional detail or guidance in relation to the applicability of competition law to this Agreement which may impact on the position of this Agreement or in respect of the negotiation of the Umbrella Partnership Agreement;

24.4.2 statements by, advice from, or decisions by competent authorities impact on the position of this Agreement under procurement law,

the Parties agree to:

24.4.3 meet in good faith and review the impact of such change or other developments on this Agreement; and

24.4.4 make any amendment necessary to ensure that this Agreement complies with applicable competition law or procurement law then in force in the light of such development, whilst taking account of the Parties' commercial intentions as expressed in this Agreement.

24.5 In the event that the Parties are unable to agree as to the extent and nature of such amendments within one (1) month, any party shall be entitled to refer the decision to the Dispute process in accordance with clause 25.

## 25. DISPUTE RESOLUTION

- 25.1 Where any Dispute arises between the Parties in connection with this Agreement, the Parties shall attempt to resolve the Dispute in good faith. During the period of the Dispute, the Parties shall continue to comply with their respective obligations under this Agreement.
- 25.2 Where the Parties are unable to resolve the Dispute in good faith, the dispute may be escalated to the relevant Parties' senior representatives (being a senior executive of the relevant Party with sufficient authority to bind the relevant Party in any agreement reached in respect of the Dispute) in order to try and resolve the Dispute. If the Parties' senior representatives are unable to resolve the Dispute within fifteen (15) Working Days of referral, the Dispute shall be referred to mediation in accordance with clause 25.4, save for any Lead Authority Disputes which shall be referred to resolution pursuant to clause 25.3.
- 25.3 Where a Dispute is a Lead Authority Dispute then the following shall apply:
- 25.3.1 the Lead Authority shall notify an Alternate Lead Authority (whose identity is to be agreed between the Operator and the Lead Authority or where they cannot agree the identity of the Lead Authority as determined by TfW) in writing, asking for input. Such notice shall provide background information on the issue and reasons why the Lead Authority believes the Operator has not engaged in good faith;
  - 25.3.2 upon receipt of such notice, the Alternate Lead Authority shall consider the information provided in the notice and shall promptly request any additional information from the Operator that may be required to consider the dispute;
  - 25.3.3 upon receipt of such additional information from the Operator, the Alternate Lead Authority shall consider all responses within fifteen (15) Working Days. The Alternate Lead Authority shall notify both the Operator and the Lead Authority of its decision; and
  - 25.3.4 in the event that the Alternate Lead Authority agrees that the Operator has not engaged in good faith, then the Lead Authority may suspend or reduce BES 2 Funding paid to the Operator in respect of the disputed service or services or seek compensation in accordance with Schedule 3; or
  - 25.3.5 in the event that the Alternate Lead Authority agrees that the Operator has engaged in good faith, the BES 2 Funding paid to the Operator shall continue.
- 25.4 If the Parties are unable to resolve a Dispute within two (2) months, the Parties shall attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Within ten (10) Working Days of service of referral to mediation, the mediator shall be nominated by CEDR. To initiate the mediation, one Party must serve notice in writing ("**ADR Notice**") to the other Party(s) requesting mediation. A copy of the ADR Notice should be sent to CEDR. Unless otherwise agreed between the Parties, the mediation shall start no later than ten (10) Working Days after the date of the ADR Notice.
- 25.5 If the Dispute is not resolved within ten (10) Working Days after service of the ADR Notice, any Party fails to participate or ceases to participate in the mediation before the expiry of that ten (10) Working Day period, or the mediation terminates before the expiry of that ten (10) Working Day period, the Dispute shall be finally resolved by the courts of England and Wales.
- 25.6 The Parties may by written agreement, agree to vary the time periods set out in this clause 25 to resolve a Dispute.

25.7 Any decision, judgement or settlement resulting from a Dispute determined in accordance with clause 25 shall be recorded in writing, signed by all the Parties involved, and shall be binding on the Parties. Where the Parties have submitted the Dispute to the Courts of England and Wales, the decision of the Courts of England and Wales shall be binding on the Parties.

## **26. CHANGE PROCEDURE**

26.1 The Parties acknowledge and agree that from time to time during the Term, any Party may request a change to this Agreement. A Party may present its proposal for change to the other Parties who shall consider and discuss the proposal.

26.2 Where the Parties agree to amend the Agreement to reflect the proposal, they shall as soon as reasonably practicable (and in any event within twenty (20) Working Days), evaluate the proposal to determine whether it remains in accordance with the Wales Transport Strategy and associated transport plans and propose and agree the amendments required to the Agreement.

26.3 The Parties shall take all reasonable steps to implement those amendments to the Agreement as soon as reasonably practicable. The Parties acknowledge that any changes agreed pursuant to this clause, are not subject to the general amendment clause at clause 29.

## **27. LIMITATION OF LIABILITY**

27.1 References to liability in this clause 27 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. No Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

27.2 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

27.2.1 death or personal injury caused by negligence; or

27.2.2 fraud or fraudulent misrepresentation.

27.3 Subject to clause 27.1 and 27.2:

27.3.1 the Public Sector Parties' total liability under and in connection to this Agreement shall in no event exceed an amount equal to the total amounts payable to the Operator up to the date that this Agreement is terminated; and

27.3.2 the Operator's total liability under and in connection to this Agreement shall in no event exceed an amount equal to the total amounts payable to the Operator under the terms of this Agreement.

## **28. ASSIGNMENT**

28.1 This Agreement is personal to the Parties and may not be assigned (whether absolutely or by way of security and whether in whole or in part), sub-contracted, transferred, mortgaged, charged, declared in trust for a third party, or otherwise disposed of in any manner whatsoever to any third party without the prior written consent of the other Parties and any such purported dealing in contravention of this clause shall be ineffective.

- 28.2 In the event that the Operator disposes of its business (or part of its business), the Operator shall act reasonably to:
- 28.2.1 ensure that the party to which its business is transferred enters into an agreement on equivalent terms to this Agreement in respect of that business (or part of the business) (including, where agreed the rights and obligations in respect of the Umbrella Partnership Agreement or any other agreement entered into to further the intent of this Agreement); and
  - 28.2.2 terminate its participation under this Agreement in accordance with clause 11.8, to the extent that the whole of business is disposed of; and
  - 28.2.3 amend this Agreement to reflect the remaining business where part of the business is disposed of.

## **29. AMENDMENT**

- 29.1 This Agreement may only be amended, modified, varied or supplemented in writing signed by or on behalf of all of the Parties to this Agreement.
- 29.2 The Parties shall, as soon as reasonably practicable following the coming into force of any legislation, regulations or statutory instruments (or any amendments to existing legislation, regulations or statutory instruments) which impacts the terms of this Agreement, review and, if necessary, amend the terms of this Agreement to account for such changes.

## **30. WAIVER**

The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

## **31. NOTICES**

- 31.1 Any notice (including any approval, consent or other communication) in connection with this Agreement shall be given in writing and shall either be personally left at the address of the addressee or sent by pre-paid first class post or be sent by electronic mail. The address for service of a Party shall be its address as stated in clause 31.2 or any other address or electronic mail address notified to the other Parties in accordance with this clause 31.1.
- 31.2 The addresses for service of notices are:

### **The Operator**

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

### **Welsh Ministers**

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

**Transport for Wales**

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

**Lead Authority**

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

31.3 In the absence of evidence of earlier receipt, any notice shall take effect from the time that it is deemed to be received in accordance with clause 31.4.

31.4 A notice is deemed to be received:

31.4.1 in the case of a notice personally left at the address of the addressee during normal working hours, upon delivery at that address or if not during normal working hours the next Working Day; or

31.4.2 in the case of a first class posted letter (within the United Kingdom), on the third Working Day after posting; or

31.4.3 in the case of an email, in the absence of a delivery error message, at the time of sending to the relevant addressee,

and for the purpose of deemed receipt under this clause 31.4, it shall be sufficient to prove that personal delivery was made or that the envelope containing the posted notice was properly addressed or the email contained the correct email address.

**32. SEVERABILITY**

If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

**33. THIRD PARTY RIGHTS**

33.1 Save as otherwise expressly provided for in this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.



33.2 Where a Lead Authority and/or Constituent Local Authority is stated as having a right pursuant to this Agreement the Lead Authority and/or Constituent Local Authority shall be entitled to exercise that right pursuant to the terms of this Agreement, notwithstanding that it is a third party.

33.3 The rights of the Parties to terminate, rescind or agree any variation to this Agreement are not subject to the consent of any other person.

#### **34. ENTIRE AGREEMENT**

34.1 Subject to clause 34.2, with the Previous BES Funding Arrangements, this Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

34.1.1 no Party has entered into this Agreement in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement (whether made by any other Party or any other person and whether made to the first Party or any other person) which is not expressly set out in this Agreement; and

34.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Agreement and which is expressly set out in this Agreement will be for breach of contract.

34.2 Nothing in this clause 34 shall be taken to affect the terms of any Existing Supported Services Contract or New Supported Services Contract between any of the parties to this Agreement, including any amendments to such contracts effected by the terms of this Agreement.

34.3 For the avoidance of doubt, nothing in this clause 34 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

#### **35. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and by the Parties as separate counterparts but will not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

#### **36. GOVERNING LAW AND JURISDICTION**

36.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Welsh law.

36.2 Subject to the Dispute Resolution Procedure, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement including (without limitation) in relation to any non-contractual obligations.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Signed for and on behalf of **WELSH  
MINISTERS** by:

)  
)

Signature .....

Name (block capitals) .....

**Director/authorised  
signatory**

Signed for and on behalf of **TRANSPORT  
FOR WALES** by:

)  
)

Signature .....

Name (block capitals) .....

**Director/authorised  
signatory**

Signed for and on behalf of [**LEAD  
AUTHORITY**] by:

)  
)

Signature .....

Name (block capitals) .....

**Director/authorised  
signatory**

Signed for and on behalf of [**OPERATOR**]  
by:

)  
)

Signature .....

Name (block capitals) .....

**Director/authorised  
signatory**

## SCHEDULE 1: WELSH GOVERNMENT REQUIREMENTS

The Parties acknowledge and agree that in consideration of the Welsh Government providing the BES 2 Funding and other payments pursuant to this Agreement, the Operator shall comply with the following obligations. Failure to comply with these obligations will constitute a material breach under the terms of this Agreement:

1. **Safety of passengers and staff is paramount**
  - 1.1 In providing Local Services the Operator shall comply with the Welsh Government's "Restarting public transport: guidance for operators" (<https://gov.wales/restarting-public-transport-guidance-operators-html>) and any updated guidance provided in response to emerging requirements to respond to the public health impact of the COVID 19 pandemic.
2. **Reforming Service Delivery**
  - 2.1 The Operator shall support the introduction of new and emerging institutional arrangements between the Public Sector Parties that Welsh Government believe are reasonably required to more effectively support the management of bus services in Wales in the future.
  - 2.2 The Operator shall, in good faith, engage with TfW, Welsh Government and the Lead Authorities on behalf of their Constituent Local Authorities to reform funding and reimbursement mechanisms such as BSSG and the Concessionary Travel Scheme to improve the quality and viability of the local services available to passengers in Wales.
  - 2.3 The Operator shall work with TfW and Welsh Government and other operators to develop a vehicle replacement strategy which will help to inform Welsh Government's plans for a sustainable public transport fleet. Subject to the availability of funding and compliance with state aid rules, Welsh Government may fund measures to bring the national fleet up to the required minimum standard.
  - 2.4 Welsh Government is in the process of updating the requirements for the Economic Contract Plan with which all bus operators in receipt of Government funding will be required to sign up to. Once the updated guidance has been published, the Operator shall produce an Economic Contract for approval by TfW, acting reasonably and on behalf of Welsh Government, within (6) six months of publication of the guidance.
  - 2.5 Following the issue of the updated requirements for the Economic Contract Plan, pursuant to paragraph 2.4, TfW shall set out a timetable and process for the development, review, approval and monitoring of the Operator's Economic Contract.
  - 2.6 The Parties acknowledge that, at the time of signing this Agreement, the Operator will not have had sight of the requirements for the Economic Contract Plan. TfW and Welsh Government shall work with the Operator and representatives of the bus industry to reach agreement on affordable and sustainable options for implementing such requirements.
  - 2.7 In advance of the development of the new requirements for the Economic Contract Plan, the Operator shall commit to complying with the principles of the current Economic Contract ([found here](#)), specifically with respect to:
    - 2.7.1 growth potential;
    - 2.7.2 fair work;

- 2.7.3 promotion of health, including a special emphasis on mental health, skills and learning in the workplace; and
  - 2.7.4 progress in reducing carbon footprint.
- 2.8 The Operator acknowledges that Welsh Government intends that the Operator's Economic Contract and delivery against the same may form a key part of:
- 2.8.1 the evidence for the scoring of future competitions for grant funding or other contracts which make use of Welsh Government funding; and
  - 2.8.2 the conditions for other statutory and non-statutory schemes relating to the funding of the bus industry in Wales which Welsh Government may introduce in the future.

### 3. **Improving the Passenger Experience**

The Operator shall use reasonable endeavours to work with the Lead Authority, the Constituent Local Authorities and TfW to increase patronage and social inclusion on bus services and the wider public transport network in Wales.

#### 3.1 **Routes**

- 3.1.1 To the extent that reinstatement of the pre-COVID 19 network meets the Priorities and can be provided within the funding available, the Operator shall, by agreement with the Lead Authority, progressively re-instate the network of services that the Operator provided prior to the impact of COVID 19.
- 3.1.2 The Lead Authority shall work with the Operator and the Constituent Local Authorities to determine what changes may be required to the network of services provided by the Operator in response to changing passenger demand and patterns of travel and shall authorise such changes, including the use of alternative delivery modes, in line with the Reference Network. Such changes may include adjustments to the Operator's timetables and routes, where these are necessary to integrate the Operator's services, other bus services and modes of transport to provide passengers with improved journey times and a better experience of public transport.
- 3.1.3 During the term of this Agreement, and reflecting the material funding being provided by Welsh Government to support continued provision of Local Services by the Operator, the Operator shall seek permission from the Lead Authority prior to registering any new service. Such permission shall not be unreasonably withheld where the Operator demonstrates compatibility of such service with the Reference Network or justifies the change to the Reference Network based on passenger need and positive impact on value for money for the Lead Authority.

#### 3.2 **Fares and Ticketing**

- 3.2.1 The Operator shall demonstrate that it has sought to improve value for money for passengers by confirming that it has considered options for capping and rationalising fares. No increase in fares will be allowed during the Term of this Agreement unless it is part of a proposal, approved by the Lead Authority, to improve overall value for money for passengers.

3.2.2 The Parties shall work together to develop and implement ticketing schemes for the benefit of passengers and the Operator, whether proposed on a statutory or non-statutory basis subject to compliance with competition law.

**4. Negative Conditions**

For the Term of this Agreement the Operator shall not:

- 4.1 act in a way which is primarily intended or expected to make cost effective delivery of the Reference Network more difficult;
- 4.2 carry out their business in a manner which can be shown to, overall, have the intent or expectation of reducing passenger benefits from the bus network in Wales; and
- 4.3 register Local Services which have the primary effect of undermining the value for money of the Subsidised Network (provided that nothing in this paragraph 4 shall prohibit the Operator from replacing an Existing Supported Service or New Supported Service with a Commercial Service which provides the same or better service across all hours of operation of the Supported Service.

**5. Exit from BES 2**

Where clause 10.2 applies, the Operator acknowledges that it is a condition of the payments made under this Agreement that the Operator will work with the Lead Authority, TfW and other operators to develop a set of partnership obligations which will preserve and improve the benefits to passengers embodied in the Welsh Government requirements set out in this Schedule, recognising the fact that such obligations must be compliant with competition law.

## SCHEDULE 2: PARTNERSHIP THEMES

The Parties acknowledge the following matters shall be taken into consideration when agreeing the Umbrella Partnership Agreement and may either be included within the terms of that agreement or may be included as provisions to consider in the implementation of VPAs or other partnership arrangements at a local level.

The Parties shall use the draft form of VPA appended to this Schedule at Section 1 as a template when producing the Umbrella Partnership Agreement.

In developing the Umbrella Partnership Agreement, the Parties agree to build on the Welsh Government requirements as set out in Schedule 1 and to agree a shared, enforceable set of partnership obligations to govern the partnership. Examples of such obligations include the Operators working with TfW and the Lead Authority to develop and, where agreed, implement proposals to:

1. register routes and timetables that support the journey times and interchange opportunities identified in the Reference Network;
2. consolidate core routes, including determining how passengers can benefit from services on core routes irrespective of bus operator, to the extent enabled by competition law;
3. de-duplicate and harmonise route numbering;
4. identify unserved markets and routes that could serve those markets;
5. develop and implement a code of practice on employment terms and driver standards to offer a safe and high quality service to passengers;
6. facilitate the introduction of demand responsive or other approaches to service delivery, e.g. by deregistering the existing Local Services, where it is identified that routes may be more effectively served by other means;
7. align new routes within the Reference Network where appropriate whilst allowing the Operator innovation in respect of new routes and bus services;
8. improve value and/or convenience for passengers. This shall, to the extent enabled by competition law, include working with TfW and the Constituent Local Authorities on the introduction of ticketing schemes (whether statutory or voluntary) which may:
  - 8.1 introduce pay as you go capping;
  - 8.2 rationalise fares; and/or
  - 8.3 introduce day and/or weekly tickets,
9. establish multi-operator ticketing schemes;
10. provide information to support passengers, including the prompt communication of changes to bus timetables through Traveline Cymru, Lead Authority, Constituent Local Authorities and TfW; and
11. invest in bus services alongside the Welsh Government's and Constituent Local Authorities' investment in infrastructure with the aim of improving customer experience.

**Section 1: FORM OF UMBRELLA PARTNERSHIP AGREEMENT**

## SCHEDULE 3: COMPENSATION, PAYMENT AND RECONCILIATION

### Part 1: General and information provision

The Operator shall provide such information to TFW and the Lead Authority as they may reasonably require in order to calculate support payments, reconciliation payments and compensation to be paid pursuant to this Schedule 3.

### Part 2: Payment

1. The Service Payment (SP) shall be calculated as follows:

$$SP = PC + AM - PR + RP - CP$$

Where:

- 1.1 Service Payment (SP): shall be calculated monthly and in accordance with the following:
  - 1.1.1 the first Service Payment under this Agreement, shall be calculated for a part month to take account of the Effective Date. Service Payments shall be paid on the same basis as BES 1.5 until the Parties agree a revised process to incorporate the provisions of this Part 1 of Schedule 3. The Parties shall use reasonable endeavours to agree the revised process by no later than sixty (60) days after the Effective Date. Once the revised process for payment has been agreed, the Parties agree that paragraphs 1.1.3 and 1.1.4 below shall be updated to reflect such agreement. Any adjustments to allow for actual costs, margin and revenue during this first period shall be taken into account as part of the reconciliation process set out in Part 3 of this Schedule;
  - 1.1.2 the Lead Authority shall on a monthly basis by no later than the [ ]th day of each month, notify the Operator of the proposed Service Payment providing reasonable detail as to how it has been calculated in accordance with this Schedule;
  - 1.1.3 the Service Payment shall be paid by the Lead Authority within [ ] days of the Operator issuing an invoice following receipt of the notice in paragraph 1.1.2 in respect of a month, in respect of provision of services for that month; and
  - 1.1.4 where this Agreement terminates or expires, other than at the end of a month, the Lead Authority shall, acting reasonably, determine the date and calculation of payment to ensure that the Operator is paid for provision of Services throughout the term of this Agreement.
- 1.2 Period Costs (PC): shall be such value as the Lead Authority may calculate in accordance with paragraph 1 of Section 1, noting that Inadmissible Costs, as set out in Section 2 to this Schedule, shall not be included in the calculation of PC;
- 1.3 Assumed Margin (AM): shall be the assumed margin payable to the Operator for provision of the Services and shall be a percentage applied to these elements of the Period Costs (PC) for the relevant period i.e. direct costs, variable costs and overhead costs. The AM shall be initially set at 2% of the value of the Periodic Cost. The Parties agree that during the Term, this assumed margin set at 2% shall be subject to ongoing review by Transport for Wales and Welsh Government to ensure that it remains an appropriate percentage to pay Operators as a margin in addition to their costs in accordance with Schedule 5;



- 1.4 Periodic Revenue (PR): shall be all revenue received by the Operator in respect of the relevant period as the Lead Authority may calculate in accordance with paragraph 1 of Section 1;
- 1.5 RP: is any reconciliation payment in accordance with Part 3, and shall be a positive figure where the Reconciliation Payment is to be made to the Operator and a negative figure where a Reconciliation Payment is to be made to the Lead Authority; and
- 1.6 CP: is any compensation payment payable pursuant to Part 4.
- 2. Where:
  - 2.1 SP is a positive figure then this amount shall be paid by the Lead Authority to the Operator, provided that the value of SP shall always be capped at a maximum at the level calculated in accordance with Section 1 (which may vary each month in line with the calculation); and
  - 2.2 SP is a negative figure then this amount shall be paid to the Lead Authority by the Operator, in each case in accordance with clause 9 and this Schedule.
- 3. The Operator shall participate in an open book reconciliation process with TFW and the Lead Authority in accordance with Part 3 to allow assessment of costs to ensure that the Operator has not been overcompensated and that payments reflect the reasonable cost of providing the Services with no more than a reasonable profit earned. Where the reconciliation process determines that the Operator has been over-compensated in any month, the value of the Monthly Costs payable in following months shall be adjusted, at the discretion of the Lead Authority (acting reasonably), such that, the Monthly Service Payment made by the Lead Authority reflects the Lead Authority's expectation of the Operator's costs in future months.
- 4. The Operator acknowledges and agrees that where it fail to provide information in accordance with Section 1 of Schedule 3, this may result in a reduction in the Service Payment to:
  - 4.1 50% in the following month; and
  - 4.2 no payment in the month following the 50% reduction,
 provided that where the operator provides such information the balance of such payment shall be made as part of the next Service Payment.

### **Part 3: Reconciliation**

- 1. The Operator shall participate in an open book reconciliation exercise with TFW and the Lead Authority to enable them to assess compliance by the Operator with the terms of this Agreement and ensure that the Operator has not been over-compensated or under-compensated for provision of services pursuant to the terms of this Agreement. The Operator acknowledges that the support provided to the Operator pursuant to the terms of this Agreement cannot lead to:
  - 1.1 over-compensation of the Operator, and where it is determined that the Operator has been over-compensated for provision of any Local Service that the Lead Authority shall be entitled, on behalf of Welsh Government, to recover the amount of any over-compensation, in accordance with this Part 3 of Schedule 3; or
  - 1.2 under-compensation of the Operator, and where it is determined that the Operator has been under-compensated for provision of any Local Service as a result of events which were outside the reasonable control of the Operator (including the impact of exceptional weather related

events and material unforeseen variations in passenger revenues), and in such circumstances the Lead Authority shall be entitled, on behalf of Welsh Government, to add the amount of any under-compensation to the next Service Payment provided in aggregate provided that the total Service Payments made to the Operator, including any such payments, shall not exceed the maximum levels calculated in accordance with Section 1.

2. The reconciliation process shall be carried out in accordance with paragraph 2 of Section 1 to this Schedule 3.
3. TfW may determine materiality thresholds for the carrying out of the reconciliation process, and determine that it would be disproportionate to carry out a reconciliation process in respect of the Operator. Such decision shall be solely at TfW's discretion, and where TfW makes any such decision, the Operator acknowledges that this shall be without prejudice to any future requirement to examine payments made to the Operator, including where this is required for the purposes of state aid, procurement or competition assessment. It is acknowledged that TfW may determine materiality thresholds by reference to level of payments made to the Operator, or such other criteria as TfW may determine are appropriate.
4. The Operator shall provide any information reasonably required by TfW or the Lead Authority on an open book basis, including, but not limited to, information specified in Part 1 to Schedule 4.
5. Information provided for this purpose may be shared with contractors that are engaged by TfW to undertake any reconciliation exercise or other analysis of the BES 2 Funding.

## Part 4: Compensation

1. Where pursuant to the terms of this Agreement, the Lead Authority or Welsh Government are entitled to be paid compensation by the Operator for breach of the terms of this Agreement, the provisions of this Part 4 shall apply, including:
  - 1.1 where the Operator is in material breach of this Agreement;
  - 1.2 where the Operator fails to agree the terms of the Umbrella Partnership Agreement, in accordance with clause 5.1;
  - 1.3 where the Operator fails to comply with the Welsh Government's "Restarting public transport: guidance for operators" in accordance with paragraph 1.1 of Schedule 1;
  - 1.4 where the Operator fails to comply with the Reference Network and associated Service Standards in accordance with clause 8; and
  - 1.5 where the Operators fails to provide data in accordance with clause 7,

and the Lead Authority shall allocate service failure points ("**SFP**") in respect of each such breach on the following basis:

<b>Trigger</b>	<b>Service Failure Points</b>
Operator fails to agree the terms of the Umbrella Partnership Agreement, in accordance with clause 5.1.	1 SFP for each day following the date on which the Umbrella Partnership Agreement remains unagreed in accordance with clause 5.1.
Operator fails to comply with the Welsh Government's "Restarting public transport: guidance for operators" in accordance with paragraph 1.1 of Schedule 1.	20
Operator fails to comply with the Reference Network and associated Service Standards in accordance with clause 8.	30
Operators fails to provide data in accordance with clause 7	20
<b>Total:</b>	<b>100</b>

Compensation Payments shall be calculated on the following basis:

$$CP = AM \times \frac{SFP}{MSFP}$$

Where:

- 1.5.1 AM means the Assumed Margin for the relevant period as calculated in Part 2 above.
- 1.5.2 SFP means the total number of Service Failure Points allocated in respect of the relevant period.

- 1.5.3 MSFP means the maximum number of Service Failure Points which may be allocated in respect of the relevant period, which shall be 100.
- 1.6 Where SFP's have been allocated for the same trigger in three (3) consecutive months or more, the Lead Authority or Welsh Government shall be entitled to terminate this Agreement in accordance with clause 11.2.

## Section 1: INFORMATION TO BE PROVIDED BY THE OPERATOR

### Definitions

**"Good and Efficient Operator"** means in the context of all other relevant provisions of this Agreement a notional bus operator, having the same commercial, regulatory and operational arrangements as the Operator and being subject to the same operational circumstances (which, for the avoidance of doubt, shall recognise the extraordinary impact of COVID-19, the existence of this Agreement and the requirement for operators to act in the national interest in response to COVID-19) as other bus operators, which complies with its legal obligations, including pursuant to this Agreement and in a timely, efficient and economical manner and with the degree of skill, diligence, prudence and foresight which can be expected from a skilled and experienced bus operator so that in this context costs and revenues are optimised in combination to the greatest extent reasonably practicable;

**"Forecast Template"** means the Excel spreadsheet issued by TfW, as updated from time to time, to capture forecast revenue and costs for the purpose of calculating the Service Payment;

**"Inadmissible Costs"** means those costs which are listed in Section 2 to Schedule 3;

**"Management Accounts"** means the periodic management accounts which cover the relevant Quarter;

**"Month"** means a calendar month;

**"Operator Specific Reporting Period"** means a four-weekly, five weekly, monthly or similar cycle on which the Operator posts its accounts;

**"Quarter"** means a period of three (3) months (April to June, July to September, October to December and January to March), or such other three (3) month period as TfW may reasonably specify;

**"Reconciliation Period"** means the closest multiple of the Operator Specific Reporting Period to the Quarter, to be agreed with the Operator; and

**"Reconciliation Template"** means the Excel spreadsheet issued by TfW, as updated from time to time, to capture the actual revenue and income generated and costs incurred by the Operator for the relevant Quarter.

#### 1. Information to be provided Monthly

1.1 In order for PC and PR to be calculated in accordance with paragraph 1 of Schedule 3, for each Month, the Operator shall complete the Forecast Template which provides high level details on the forecast revenue and costs for that Month;

1.2 TfW will provide the Forecast Template for the Operator to complete and return to TfW within fourteen (14) days of the Operator issuing an invoicing following receipt of the notice from the Lead Authority notifying the Operator in reasonable detail of the proposed Service Payment or on such other date as may be agreed with TfW.

1.3 The Operator shall be required to populate the following items in the Forecast Template in respect of all Local Services that they provide, including Commercial Services, Existing Supported Services, Former Commercial Services and New Supported Services:

1.3.1 Forecast farebox revenue: based on the current month's predicted outturn plus adjustment for seasonal factors, including, but not limited to Christmas, Easter and school holidays;

1.3.2 Forecast funding: This shall reflect all funding received by the Operator, including but not limited to BSSG, Mandatory Concessionary Fare reimbursement, Young

Persons Travel payments, CJRS, Job Retention Bonus and Job Support Scheme (as amended or replaced from time to time);

- 1.3.3 Other income: This shall reflect all other income received by the Operator arising from the provision of Local Services, including but not limited to income received from advertising, maintenance and sales; and
  - 1.3.4 Forecast Cost: These shall be broken down by headings, e.g. Staff Costs, Fuel/Maintenance Costs, Overhead Costs, Interest, Depreciation etc.
- 1.4 The Forecast Template will use the information provided in line with paragraph 1.3 to calculate the value of Assumed Margin in accordance with the principles set out in paragraph 2 of Schedule 3.

## **2. Information to be provided for each Reconciliation Period**

- 2.1 In order for RP to be calculated in accordance with paragraph 1 of Schedule 3, at the end of each Reconciliation Period the Operator shall complete the Reconciliation Template which provides details on the actual revenue and income generated and costs incurred in the relevant Reconciliation Period.
- 2.2 TfW will provide the Reconciliation Template for the Operator to complete and return to TfW within fifteen (15) Working Days of the end of the relevant Reconciliation Period.
- 2.3 The Operator shall be required to populate the Reconciliation Template, which TfW may reasonably update from time to time, in respect of all Local Services that they provide, including Commercial Services, Existing Supported Services, Former Commercial Services and New Supported Services. Such information to be provided for each Month in the Reconciliation Period in question plus the figures for the same three (3) Months in the prior year (only required for submissions up to the date when the Operator has provided a full prior years' data to TfW, being data up to [31 March 2021] for most operators).
- 2.4 In the event where any of the Operator's Local Services operate across the Welsh border, the Operator shall assist with any further examination and analysis of the information provided in paragraph 2.3 above to ensure that the BES 2 Funding it receives, does not relate to the section of such Local Service which is outside of Wales.
- 2.5 Once the Operator has submitted the Reconciliation Template, this shall be evaluated by TfW to ascertain whether a Reconciliation Payment adjustment will be made to the next Service Payment following the completion of the reconciliation process in this Schedule 3.
- 2.6 In determining the level of Reconciliation Payment, TfW may request further information or evidence from the Operator as it reasonably requires, such as, but not limited to Management Accounts or receipts relating to certain transactions.
- 2.7 TfW shall use the Reconciliation Template and additional information to check whether any costs included in the template are Inadmissible Costs and may amend the Reconciliation Template to adjust the Reconciliation Payment accordingly where any costs are Inadmissible Costs.
- 2.8 Where Inadmissible Costs are identified and the Period Costs (as defined in Part 2 of this Schedule) are re-calculated, the reconciliation exercise shall include consequential adjustments and reconciliation of the Assumed Margin to reflect the change in Period Costs.

## Section 2: INADMISSABLE COSTS

The following costs shall be Inadmissible Costs for the purposes of this Agreement:

1. The Operator agrees and acknowledges that: (i) only reasonable costs incurred and evidenced as ongoing and repeat transactions shall be taken into account; and (ii) it shall operate efficiently during the Term.
2. The Operator shall seek approval from the Lead Authority prior to incurring any material costs which are not ongoing and repeat transactions and agree the basis upon which such transactions will be considered for the purposes of this Schedule 3. Material costs may include investment in vehicles, information technology, costs of depot purchase or refurbishment or major items of plant and equipment. The Lead Authority shall take the following considerations into account when determining the eligibility for BES 2 Funding such costs:
  - 2.1 evidence from the Operator to confirm that such expenditure was in their business plans and/or is required in the current COVID affected circumstances and cannot be deferred until patronage and farebox return to pre-COVID levels;
  - 2.2 confirmation from the Operator that they have explored all other routes for grants and funding such expenditure;
  - 2.3 a forecast of the net impact of the additional expense on their claims under this Agreement; and
  - 2.4 confirmation from the Operator that they will be able to sustain any ongoing payments for this following the cessation of the BES 2 Funding.
3. For the avoidance of doubt, the reconciliation process will not take into account any capital expenditure, exceptional (non-operating) payments or dividend payments in determining whether the Operator has generated a profit before tax, or a loss at the end of each Reconciliation Period. The Lead Authority shall determine whether any capital expenditure will be reimbursed in accordance with paragraph 2 above and will be paid in addition to the Service Payment as calculated pursuant to paragraph 1.1, of Part 2 of Schedule 3.
4. Any costs that were incurred otherwise than in accordance with those expected to be incurred by a Good and Efficient Operator including but not limited to:
  - 4.1 staff, director or officer costs in excess of that set out in the Forecast Template (except where evidenced by the Operator as appropriate to the satisfaction of the Lead Authority);
  - 4.2 costs that do not reflect the contracted position under Existing Supported Services Contracts unless such change has been agreed by the Lead Authority;
  - 4.3 new contracts entered in to by the Operator which have not been procured in compliance with the Operator's usual procurement procedures; and
  - 4.4 variations to existing contracts which have not been made in accordance with the Operator's usual procurement procedures or practice.
5. Any bonuses, rewards or discretionary benefits paid to any staff, directors or officers under any schemes which have not previously been approved by the TfW (in their absolute discretion) in writing.

6. Any expenses, disbursements or equivalent costs (to which the Operator's expenses policy would apply) which are incurred other than in compliance with the Operator's expenses policy.
7. Any cost that the Operator may incur as a result of it failing to comply with any applicable laws, to the extent this gives rise to a criminal liability.
8. Any payments, costs or other liabilities owed to affiliates save in respect of such payments costs or other liabilities which have been incurred by the Operator acting as a Good and Efficient Operator.
9. Costs of developing and protecting any Intellectual Property Rights which are not owned by the Operator or are so owned, but where the costs are not ancillary to an activity included in the Forecast Template.
10. Marketing or advertising costs incurred substantially to the benefit of wider group products or group brand recognition and which are not primarily for the benefit of bus services.
11. Fines from government or regulatory bodies.
12. Any costs (including any legal costs and expenses) incurred by the Operator in pursuing any claim against or defending any claim from TfW or Welsh Government in respect of or in connection with the grant offer letter or otherwise.
13. Any costs incurred in relation to the period prior to the BES Funding Period which a Good and Efficient Operator would usually have discharged in the period prior to the BES Funding Period.
14. Any costs incurred in relation to the period prior to the expiry of the term of the BES Funding Period which a Good and Efficient Operator would usually have discharged in the period following the expiry of the BES Funding Period.
15. Interest paid or payable on any loan from any lender that was taken out after the Effective Date (and subject to not having been approved in accordance with paragraph 2 in this Section 2), noting that the cash from such loan will not be taken into account as income in the reconciliation process.
16. Except with the prior agreement of the Lead Authority or TfW (not to be unreasonably withheld), any costs, charges, penalties, compensation or similar payments that the Operator may incur as a result of the termination of any contract or other arrangement.
17. Except with the prior agreement of the Lead Authority or TfW, losses on disposals of fixed or non-current assets.
18. Maintenance costs where the maintenance activity was previously scheduled to be undertaken prior to or after the term of the BES Funding Period or where (and to the extent that) it would have been reasonable and/or prudent for the maintenance to have been carried out prior to or after the BES Funding Period.
19. Depreciation or Capital Expenditure to the extent that the capital cost of acquisition of the relevant assets was to be funded by third party.
20. Costs of complying with any audit by TfW or its agents pursuant to any grant offer letter or this Agreement.



21. Reasonable costs for external assistance to complete this proforma up to £1,500 are not Inadmissible Costs. Any amount in excess of £1,500 plus legal, accountancy and other costs and expenses incurred in connection with the preparation and implementation of this Agreement are Inadmissible Costs.
22. Legal, accountancy and other costs and expenses incurred in connection with any future arrangements between the Lead Authority or TfW and the Operator following the BES Funding Period.
23. Travel costs (including flight travel) of the Operator primarily relating to the business of their group, noting that TfW would expect the group to cover the cost of any such travel.
24. Any costs which relate to that part of a Local Service which operates outside of Wales which shall be calculated on a pro rata basis to the length of the Local Service or as otherwise more accurately evidenced by the Operator.

## SCHEDULE 4: DATA REQUIREMENTS

### Part 1: Financial Data Requirements

The Operator shall provide the following data in accordance with templates provided by TfW and updated from time to time, in respect of Commercial Services, Former Commercial Services and Local Services provided pursuant to Existing Supported Services Contracts and New Supported Services Contracts:

1. Operational costs and revenue from the period covered by BES (including this Agreement and BES 1.5), the Bus Hardship Fund and the 20 March Letter scheme as well as costs and revenues covering a similar period prior to the commencement of the BES, the Bus Hardship Fund and the 20 March Letter schemes. Where intra-group costs are shown, you must be able to show evidence that these are properly incurred costs of providing the services. These figures shall be disaggregated to show major cost and revenue sources, and shall include any payments received from local authorities and central Government such as:
  - 1.1 payments made under the Coronavirus Jobs Retention Scheme, Job Retention Bonus, Job Support Scheme and any replacement schemes;
  - 1.2 payments (and any reconciliation payments) made under BES including Service Payments received;
  - 1.3 payments pursuant to the terms of any Existing Supported Services Contract or New Supported Services Contract;
  - 1.4 payments under existing bus support arrangements including BSSG, Mandatory Concessionary Fare reimbursement and Young Persons travel payments and shall include any costs associated with the operation of such Local Services, including:
    - 1.4.1 direct costs, such as the costs of drivers, parts and fuel (fuel costs shall include the amounts payable or receivable on fuel related financial derivatives in respect of the relevant period, but exclude any "mark to market" gains or losses on financial derivatives);
    - 1.4.2 semi-direct costs, including but not limited to: the costs of engineering, maintenance, traffic pay, vehicle related costs and marketing;
    - 1.4.3 costs of additional holidays accrued by employees in the relevant claim period;
    - 1.4.4 overhead costs, including but not limited to: the costs of administration, pensions, fixed operating costs, insurance and claims;
    - 1.4.5 pensions expenses, including budgeted pension deficit repair costs, on the basis of the ongoing contributions payable for the relevant period, without adjustment to comply with accounting standards;
    - 1.4.6 operating lease costs on the basis of the lease rentals payable during the Term;
    - 1.4.7 depreciation and amortisation of property, plant, equipment, software and other applicable assets on a basis consistent with the Term; and
    - 1.4.8 reasonable PPE and safe operating costs.

2. Revenue sources to also include farebox revenue generated and all other income received by the Operator, including but not limited to income received from advertising and sales in relation to Local Services.
3. Commercial service kilometres covered by the operator's services per 4-week period during the period covered by BES (including this Agreement and BES 1.5), the Bus Hardship Fund and the 20 March Letter Scheme and that for a similar period prior to the commencement of the BES, the Bus Hardship Fund and the 20 March Letter Scheme.
4. Commercial services run and patronage data per 4 week period for the period covered by BES (including this Agreement and BES 1.5), the Bus Hardship Fund and the 20 March Letter Scheme and that for a similar period prior to the commencement of the BES, the Bus Hardship Fund and the 20 March Letter Scheme.
5. Evidence of the process that the Operator has undertaken with Constituent Local Authorities to agree services, including pursuant to the terms of this Agreement and that service changes have been properly communicated to the general public.
6. Evidence of the Operator's cost implications of removing staff from the furlough system early, reasonable costs to bring vehicles back into service, cost of screens around the driver's cab on buses, on bus capacity signage.
7. The same information as above for the equivalent period in the previous financial year.
8. Additional information (e.g. management accounts) to corroborate any submissions.

## **Part 2: Operational Data Requirements**

Where the data is available to the Operator or from its Electronic Ticket Machines, the following data shall be provided by it to support the prioritisation, co-ordination and design of services and to support the provision of information to passengers. The data may be provided direct from the Operator's Electronic Ticket Machine supplier with its permission, not to be unreasonably withheld, or direct from the Operator. The data shall be provided to TfW (or its nominated agent which may be Traveline Cymru or a local authority):

<b>Data</b>	<b>Format</b>	<b>Source</b>	<b>Scope</b>
Timetable	TransXchange 2.4 to include all stop level detail and full geographic routing information	Scheduling software or entry into an online portal for conversion to TransXchange 2.4	Current timetable
Patronage Data	Report from ETMs	Direct from ETM/Operator	Historic and current to support prioritisation of routes
Passenger Counting/Capacity	SIRI VM feed as amended to include occupancy and bus capacity information or report from ETMs	Direct from ETM/Operator	Historic and current to support passenger information and prioritisation of routes
Origin and Destination Data	Report from ETMs	Direct from ETM/Operator	Historic and current to support prioritisation and design of routes
Fares	Spreadsheet Files for Adult and child fares, zone or rider tickets, m-tickets and multi operator tickets. Move to NeTEx format from January 2021	Direct from ETM/Operator	Historic and current to support passenger information and development of quality partnership schemes and ticketing schemes
Real Time Information	SIRI SM (where currently available)	Direct from ETM/Operator	Every 5-30 seconds
	SIRI VM	Direct from ETM/Operator	Every 5-30 seconds
	TransXchange 2.4 (as a minimum standard) to include Service number, journey code and crew/duty number information for each track/leg for each service  Note that this will move to TransXChange 2.4 once the Department for Transport profile is finalised and adopted	Scheduling software or entry into an online portal for conversion to TransXchange 2.4	5 days advance notice where systems permit

### **Part 3: Permitted Use**

1. Permitted Uses of the Operator Data shall be the following purposes:
  - 1.1 calculation of payments to be made in accordance with Part 2 of Schedule 3;
  - 1.2 periodic reconciliation in accordance with Part 3 of Schedule 3;
  - 1.3 calculation of any additional payments to be made in respect of provision of any additional services to be provided pursuant to clauses 12 (Existing Supported Services: Gross Cost), 13 (Existing Supported Services: Net Cost) or 15 (Supported Services Contracts for Former Commercial Services).
  - 1.4 to support the calculation and payment of BSSG, Mandatory Concessionary Fare Reimbursement or My Travel Pass reimbursement;
  - 1.5 identification of any anomalous Operator costs and for the purposes of any audit of operator data or otherwise pursuant to clauses 7.7 to 7.10 of this Agreement;
  - 1.6 the assessment the viability of routes to support return to commerciality and determine the scope of the Subsidised Network in accordance with clause 8;
  - 1.7 to allow review of the BES 2 Funding mechanism specified in this Agreement by Welsh Government and Transport for Wales, including, but not limited to, pursuant to Schedule 5;
  - 1.8 to inform the reform of funding and reimbursement mechanisms (including BSSG and Mandatory Concessionary Fares) by Welsh Government and Transport for Wales including assessing the impact (or potential impact) of such funding mechanisms (and changes to such funding mechanisms) on the operators of local services in the Welsh bus market;
  - 1.9 to support the management of contracts (including Existing Supported Service Contracts as varied in accordance with the terms of this Agreement) that are being managed under this Agreement including in respect of the delivery of local services in accordance with the Service Specification or to the Service Standards;
  - 1.10 development of the Umbrella Partnership Agreement, and any VPA, QPS or ticketing scheme made pursuant to the terms of such Umbrella Partnership Agreement;
  - 1.11 development of the Reference Network in accordance with clause 8;
  - 1.12 provide of public information about the Operator's Local Services and other Local Services operated in Wales;
  - 1.13 provision of a support service to the Traffic Commissioner, including a registration service (subject always to clause 7.5.1);
  - 1.14 inform investment decisions by Welsh Government, TfW and Local Authorities (including the Lead Authority); and
  - 1.15 inform the broader Welsh Government response to the COVID-19 outbreak.

#### Part 4: Public Sector Data Access and Confidentiality

<b>Data provided</b>	<b>Confidential for the purposes of Clause 21</b>	<b>Commercially Sensitive for the purposes of Clause 23</b>
Schedule 3 Part 2 Payment	Yes	Yes
Schedule 3 Part 3 Reconciliation	Yes	Yes
Schedule 3 Part 4 Compensation	Yes	Yes
Schedule 3 Part 4 Section 1 Information to be Provided by the Operator	Yes	Yes
Schedule 4 Part 1 Financial Data Requirements	Yes	Yes
Timetable	No	No
Patronage Data	Yes	Yes
Passenger counting/capacity	Yes	Yes
Origin and destination data	Yes	Yes
Fares	No	No
SIRI SM	No	No
SIRI VM	No	No
TXC supplementary data	Yes	Yes

## SCHEDULE 5: FUNDING REVIEW

### 1. Funding Review

1.1 Welsh Government shall review the implementation of BES Funding on a periodic basis ("**Funding Review**"), at frequencies to be determined by Welsh Ministers at their sole discretion.

1.2 It is acknowledged that BES Funding has been provided on a discretionary basis by Welsh Government and that Welsh Government shall therefore be entitled to apply its own criteria to determine whether to continue the provision of BES 2 Funding, but such criteria may include:

1.2.1 Performance of the Bus Emergency Scheme (including this Agreement) against the available Funding in meeting the Priorities; and

1.2.2 The levels of Funding available.

1.3 The outcome of any Funding Review may include, but not be limited to, the following:

1.3.1 continuation of the BES 2 Funding on its existing terms;

1.3.2 changes to the BES 2 Funding terms, in which case the Agreement shall be varied in accordance with clause 29 to reflect the requirements of such change.

The Parties agree and acknowledge that the Operator may propose a reduced Service Standard to take account of any reduction in BES 2 Funding, save for where either:

1.3.2.1 BES 2 Funding is removed or reduced due to the removal of social distancing measures that previously impacted on transport capacity; or

1.3.2.2 Welsh Government provide an alternative grant or funding scheme in place of BES 2 Funding which is designed to provide continuity of service; or

1.3.3 ending the BES 2 Funding, in which case the Welsh Government shall use reasonable endeavours to provide the Lead Authority and the Operator with sufficient notice of such change in order to minimise the disruption to the Operator's delivery of Local Services. The minimum notice prior to ending the BES 2 Funding shall be the current period of notice to be provided to the Traffic Commissioner in respect of deregistration of Local Services except for where such decision arises as a result of UK government determining to terminate the financial settlement relating to the impact of COVID-19 on bus services or as a result of the Welsh Government budget setting round in which case the notice shall be a minimum of one (1) month.

1.4 Where BES 2 Funding is terminated pursuant to paragraph 1.3 above, no further payments shall be made pursuant to this Agreement, following such notice period, provided that nothing in this Schedule 5 shall be taken to remove the right of Welsh Government to recover monies paid to the Operator or the entitlement of the Operator to any additional payments calculated, in each case, pursuant to the reconciliation and compensation process specified in Schedule 3.

1.5 The Parties agree and acknowledge that as part of a Funding Review, Welsh Government may review the level of AM (as set out in Schedule 3) and make such adjustments as are reasonable

and necessary to ensure the continued viability of services. The review of the level of AM shall consider available Welsh Government budget, the levels of BES funding being provided to the bus industry and prevailing market conditions.



**SCHEDULE 6: FORM OF SERVICE SPECIFICATION**

<b>Operator</b>	<b>Service Registrati on Number</b>	<b>Service number</b>	<b>Route description</b>	<b>Peak Vehicle Requirement (PVR)</b>	<b>Typical weekly days of operation</b>	<b>Mon-Sat First outward departure</b>	<b>Mon-Sat Last return departure</b>	<b>Number of departures per day per direction (Mon-Fri / Sat / Sun)</b>	<b>Weekday Peak daytime frequency in minutes</b>

**SCHEDULE 7: TEMPLATE REGISTER OF VARIATIONS**

[Region and Operator Name]

No.	Contracting Authority	Contract Reference	Variation	Approver name	Signature and date of signature
1.					
2.					
3.					
4.					
5.					
6.					
7.					

## **BES 2 Agreements: Local Authority legal briefing**

The BES 2 Agreement provides continued funding to support the bus industry during recovery from the impact of COVID-19. It reflects continued provision of funding from Welsh Government to support the bus industry, and has been drafted to support continued provision of services on a basis which provides a more structured, long-term arrangement. This note summarises the key legal issues that may affect local authorities.

### 1. Parties

#### 1.1 The agreement has the following parties:

- Welsh Government – responsible for provision of funding and contracting with the operator for the provision of any additional services or standards that would not be provided in the absence of that funding.
- Operator – there is a separate agreement for each operator of local bus services in each region
- Transport for Wales – as for previous BES agreements, Transport for Wales is responsible for certain elements of the administration of the agreement.
- Lead Authority – as with BES 1.5 it is expected that a lead authority for each region will be a signatory to the agreement, managing the operator on behalf of the local authorities in their region, and coordinate some of the future activities proposed under the arrangements.

1.2 Note that it is not intended that each local authority will be a party to every agreement with every operator, but that this will be managed by the Lead Authority for the region. As with previous BES arrangements it will therefore be important that arrangements are made at regional level to agree how the contracts will be managed, including ensuring that there is sufficient local input into the exercise of Lead Authority obligations.

### 2. Approach to contract

2.1 The previous BES arrangements relied primarily on grant funding arrangements, including funding provided under COVID-19 specific frameworks for aid. However, the current BES 1.5 arrangements recognised that the approach taken in Wales to focus funding on necessary services meant that the arrangements may be viewed as a public service obligation contract (PSO), which provides greater flexibility for input by local authorities into the services that their local bus operators provide.

2.2 The BES 2 arrangements further reflect this, and are drafted primarily as a PSO directly awarded to each operator by Welsh Government. These are applied both to allow for the continuation of services which were formally commercial services, prior to the impact of COVID-19, and also to cover the additional costs relating to the continued provision of secured services as a result of COVID-19 (including both additional costs incurred as a result of e.g. social distancing, as well as covering the costs associated with lost revenue). The contracts are awarded by Welsh Government after careful consideration as to whether local authority powers could be relied upon – powers are available to Welsh Government because it is not possible to consistently make use of local authority powers for these temporary measures.

2.3 Local authorities already let PSOs through their section 63 powers. Consideration was given to whether section 63 powers could be used for this contract, and the decision was taken that this would not be appropriate because:

- Direct award of section 63 contracts is limited – local authorities would typically directly award service contracts through *de minimis* provisions, which have a limit of 40% of tendered service budgets. Seeking to provide funding through this route would not be possible where the *de minimis* cap was already, or would reach the *de minimis* cap, and therefore does not seem a viable way to fund services during the COVID-19 emergency. In any event, it is expected that local authorities will require these powers to award service contracts to meet specific local needs as operators exit BES 2. Whilst there are also emergency powers that can be used to direct award such contracts, they can only be used on a temporary basis and must be followed by a competition, and therefore are unsuitable for the current purposes.
- a competitive procurement of section 63 contracts is unlikely to be practicable, and does not provide the flexibility required to ensure that operators are providing the services needed during the COVID-19 crisis. Once services have been stabilised, the expectation is that local authorities would then use competitive procurement to procure continued services where they remain unviable commercially.

2.4 The contract is therefore based on use of Welsh Government powers under section 7 Transport (Wales) Act 2006, which mirrors the section 63 powers, but would only be expected to be utilised where local authorities cannot exercise their section 63 powers. This provides for a clear division between:

- Temporary BES support for services – provided by Welsh Government under section 7 powers.
- Changes in underlying procured service contracts to reflect the long-term requirement for services in absence of COVID-19 – provided by local authorities under their section 63 powers.

2.5 The approach taken is therefore to layer the PSOs under the BES2 arrangements on top of existing arrangements e.g. they act as a temporary variation to any existing section 63 contract or commercial service, in each case providing funding to allow the operator to continue to operate those services, during the impact of COVID-19, with the provisions of BES2 falling away once that service becomes commercial again, or the BES2 arrangements come to an end. The exercise of Welsh Government powers under a direct award approach is limited to a maximum of 2 years (which would include the period from the start of BES 1.5, due to the possibility of payments under BES 1.5 also relying upon these powers), but could end sooner, if the market recovers.

3. Effect on existing section 63 contracts

3.1 Rather than letting new contracts in respect of provision of services that are currently provided under section 63 contracts, the BES2 arrangements aim to leave those arrangements in place and layer the additional support required to continue providing those services on top of the existing section 63 contracts.

3.2 Under the BES2 arrangements the Lead Authority therefore acknowledges on behalf of local authorities that, to the extent required, section 63 contracts are amended to allow for any additional payments required to the operators to allow continued provision of the services and to make any service alterations agreed with the local transport authority for the period of the BES2 arrangements. These amendments will reflect agreed service changes agreed at the local and regional level as being required during the impact of COVID-19

3.3 These amendments apply whether contracts are let on a net cost or gross cost basis. In each case the BES 2 contract sets out the implications of those amendments from a procurement

perspective, and sets them within the appropriate procurement regime, setting out an approach to minimise procurement challenge risk associated with the short term amendment.

- 3.4 To the extent that the form of section 63 contract has any contractual processes that are required to be followed to allow for such amendment, the BES 2 agreements require the local transport authority to comply with such processes, so that changes can be effected.
- 3.5 Where BES2 arrangements come to an end, the variations effected also come to an end, and the section 63 contracts should continue as before for any remaining term.
4. Effect on future section 63 contracts
  - 4.1 There is a risk that the effects of COVID-19 could impact on the letting of future service contracts, including the renewal of existing section 63 contracts.
  - 4.2 To avoid this, the BES 2 arrangements make specific provision for the letting by local transport authorities of new section 63 contracts, with agreement of a set of assumptions in respect of BES2 funding that will apply to all bidders for a new contract. These assumptions will reflect the agreed level of funding to be provided to support those services whilst COVID-19 still impacts services. This will allow local transport authorities to set this as an assumption in their tender documents, so that bidders can tender on a level playing field in respect of the impact of COVID-19, removing this as a concern for bidders, and allowing for more competitive bidding, reflecting a post-COVID world.
  - 4.3 This therefore allows local authorities to continue to let section 63 contracts during the term of BES2, but will require engagement with Lead Authorities, TfW and Welsh Government to ensure that appropriate assumptions are agreed and included in tenders.
5. Partnership
  - 5.1 In recognition of the level of public sector funding being provided to support the bus industry, the BES 2 arrangements also require the operators to agree to a framework (umbrella) voluntary partnership agreement at a regional level.
  - 5.2 The BES 2 arrangements therefore include a template for such an agreement which will then need to be agreed with local transport authorities in the region. The agreement provides a framework for more localised and specific voluntary partnership agreements at local level to support improved standards of bus services and partnership working at a regional level. The agreement is structured as a voluntary partnership agreement (VPA) within the meaning set out in the Transport Act 2000, and therefore is intended to provide a competition law compliant framework for future engagement with operators.
6. Standards of service
  - 6.1 The BES 2 Agreement sets out standards of service that apply to operators who are receiving funding. Whilst it is possible for operators to move away from the BES 2 Agreement and start providing services to a lower standard (and therefore does not place an express restriction on operators choosing to move to commercial service and away from BES funding, as the market recovers, so does not act as a restraint on trade). However, it also makes clear that should operators move to operate at a standard below that agreed through the BES 2 arrangements (e.g. by offering lower frequencies or timings) then it is clearly recognised that, in turn, that means that they are offering services other than to the standard required – this aligns with the test that applies for exercise of section 63 powers, so provides express justification for a future tender of services to the appropriate standard in accordance with local government powers, if the operator continues to provide services only to a lower standard. It should be noted that this

does not provide the local transport authority with the unfettered right to let such services in parallel with the commercial services, as it would also be necessary to apply the Part 1 Competition Test under Schedule 10 Transport Act 2000 to the exercise of such powers, but it does ensure that there is a clear acknowledgment from such an operator that the registration of a lower quality service does not place an express bar on the local transport authority procuring a higher quality service on the same route.

7. Level of compensation

7.1 The powers being utilised by Welsh Government to let this contract are also subject to Regulation 1370/2007 EU (which will continue in effect in 2021 with minor amendments as UK law). This regulation deals with both the relevant procurement procedure (and allows for direct award) and also sets out the appropriate state aid framework to ensure that funding provided under agreements awarded directly in this way do not amount to state aid.

7.2 As a result, the compensation mechanism used in the contract draws on the reconciliation procedures already put in place under BES 1.5 and earlier to ensure that operators are not over-compensated. Unlike BES1.5, the agreement recognises that only covering operators costs without any margin available is unlikely to be a sustainable mechanism for public transport. The agreement therefore allows operators to earn a margin of (initially) 2% whilst operating services under BES 2. This reflects the requirement under Regulation 1370/2007 that operators are entitled to earn a reasonable profit margin in providing public service obligations. In determining that margin, the rate of return can be no greater than that which is normal for the sector, taking into account the risk, or absence of risk incurred by the operator.

7.3 The impact of COVID-19 has been to materially impact the revenue received by operators, and also to change their costs. The impact of the BES arrangements has been to de-risk that process for all operators. As the impact of BES arrangement has been to, in the short term, change that risk profile by managing the risk associated with lowered patronage, there is a risk that whatever level any margin was set this could be seen as benefitting one operator over another – operators who were previously making greater profits (or losses) as a result of taking revenue risk, for example, both benefit in different ways from the provision of BES funding, but that reflects the fact that, in many cases, the BES support has also removed the risk that they were taking, and the impact of COVID-19 may have changed their costs. Therefore, as all operators have been moved to a similar risk profile and being protected in a similar way for impacts on operating costs, it therefore seems appropriate to set a consistent margin, which is the default position taken in the BES 2 agreement. It is, however, open to the public sector parties to seek to agree a different approach to margin during the term of BES 2.

7.4 It should also be noted that when the BES 2 agreements fall away, and the operator returns to the original terms of their contracts (or to commercial operation) they will continue to take the same risks, and have the same potential for profit (or loss) as they had prior to introduction of BES.