

Integrated Services Agreement

**Relating to the Establishment of a Management Board and the Provision of a Regionalised
Adoption Service**

Between

Stockport Metropolitan Borough Council

And

Manchester City Council

And

Trafford Borough Council

And

Salford City Council

And

Cheshire East Borough Council

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Between

- (1) Stockport Metropolitan Borough Council of Town Hall Edward Street
Stockport SK1 3XE (**SMBC**);
- (2) Manchester City Council of the Town Hall Manchester M60 2LA (**MCC**);
- (3) Trafford Borough Council (Trafford Town Hall Talbot Road Stretford M32 0TH
(TC));
- (4) Salford Council Salford Civic Centre Chorley Road Swinton Salford M27 5AW
(SC); and
- (5) Cheshire East Borough Council Westfields, Middlewich Road Sandbach
Cheshire CW11 1HZ (**CEC**),

(each a **Party**, and together the **Parties**, and each of Stockport (SMBC) ,
Manchester (MCC), Trafford (TC), Salford (SC), Cheshire East (CEC) being a
Participating Authority, and together the **Participating Authorities**).

Background

- (A) In May 2015 the government announced changes to the delivery of adoption services; by 2020 all adoption services would need to be delivered on a regional basis. The premise for this was to increase the number of children adopted, reduce the length of time children wait to be adopted and improve post adoption support services to families who have adopted.
- (B) In July 2015 it was further announced that if a local authority did not have plans in place to join a Regional Adoption Agency ('**RAA**') by 2017 then an RAA would be selected for them for that local authority to participate in.
- (C) The Parties have therefore agreed key decisions in relation to the development of an RAA arrangement whereby SMBC will be lead host authority.
- (D) This Agreement facilitates the amalgamation of five adoption services into a single integrated service team and outlines inter alia the role and responsibilities of the management board (defined below).

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in the agreement:

"Adopter"	means any person or persons who adopts child, or has been approved to adopt a child by the Agency Decision Maker;
"Agency Decision Maker"	means such person or persons as defined in [];
"Agreement"	means this agreement and any schedules attached hereto;
"Authority" or "Authorities"	means either the Host Authority, MCC,TC, SC or CEC or as context requires;
"Commencement Date"	means the 3 July 2017;
"DPA"	means the Data Protection Act 1998;
"EIR"	means the Environmental Information Regulations 2004 or such legislation that may be enacted to replace it following any exercise by the United Kingdom of Article 50 of the Lisbon Treaty in relation to the European Union;
"Employee"	means any person who is employed by an Authority and works within the adoption service of that Authority (whether or not their post comes within the adoption budget for that particular local authority);
"Expiry Date"	means 31 March 2020;
"First Period"	means the period commencing 3 July 2017 and ending 31 March 2018;
"FOIA"	means the Freedom of Information Act 2000;
"Host Authority"	means, initially Stockport Metropolitan Borough Council (SMBC), and any other Participating Authority to replace SMBC under the terms of this Agreement;
"Information Commissioner"	means the information Commissioner's Office (https://ico.org.uk/about-the-ico/who-we-are/);
"Information"	means the process detailed in Schedule 2 to be adhered to by the

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“Sharing Agreement”	Authorities when sharing information, including Personal Data as defined in the Data Protection Act 1998 (as amended) as detailed in Schedule 2;
“Integrated Service”	means the amalgamation of the five adoption service teams and the management and delivery of those services as detailed in Schedule 1 and Annex 1 to that Schedule (Integrated Service Specification);
“Intellectual Property”	means copyright and neighbouring 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, 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;
“Key Objectives”	means the objectives for the Integrated Service as detailed in Schedule1 Part 2;
“Management Board”	means the group comprising of the Directors of Children’s Services (or their nominees) for the five Participating Authorities;
“Necessary Consents”	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Integrated Service;
“Operations Group”	means the group comprising of: <ul style="list-style-type: none"> (i) Participating Authority operational managers nominated by the respective Directors of Children’s Services; and (ii) The Regional Adoption Service Manager or their representative;
“Original Authority”	means in relation to each of the seconded employees the Participating Authority that employs each of them on the Commencement Date;
“Operational Period”	means the period commencing on the Commencement Date and expiring on the Expiry Date unless terminated [or extended] in accordance with the provisions of this Agreement;
“Procurement Regulations”	means the Public Contract Procurement Regulations 2015 or such legislation that may be enacted to replace it following any exercise by the United Kingdom of Article 50 of the Lisbon Treaty in relation to the European Union;

“Regional Adoption Service Manager”	means the individual appointed by the Management Board and who will have the day to day responsibility for the delivery of the duties of the Integrated Service as detailed in Schedule 3 part 2;
“Responsible Officer”	shall mean the senior accounting officer of the Host Authority appointed under Section 151 of the Local Government Act 1972;
“Secondment Agreement”	means the secondment agreement in the form of that set out at Schedule 6;
“Seconded Employee”	means each of the employees that agrees to be seconded to the Integrated Service under the terms of this Agreement;
“Support Services Agreement”	means the Agreements entered into with other Participating Authorities as detailed in Schedule 5;
“Termination Date”	means the date that is either three years after the Commencement Date or, if earlier, the date upon which any notice of termination served by the Participating Authorities under Clause 4 comes into effect;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994;
“Withdrawal Date”	means the effective date of withdrawal by a Participating Authority from the Integrated Service by notice served under Clause 4.3; and
“Year”	means a period commencing 1 April in any given year and ending 31 March in the immediately following year.

1.2 Clause, Schedules and paragraph heading shall not affect the interpretation of this Agreement.

1.3 The Schedules form part of this Agreement and shall have effect as it set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

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1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

1.7A reference to writing or written includes e-mail.

1.8 A reference to a clause or schedule is a reference to a clause or schedule of this Agreement.

2. HOST SERVICES

2.1 It is agreed between the Participating Authorities that for the purposes of the development of the Integrated Service, the Host Authority shall provide the Integrated Service for and on behalf of all the Authorities and, subject to action in accordance with the decisions of Management Board and clause 2.2, the Host Authority shall have authority to enter into agreements necessary with any third party in respect of the provision of the Integrated Services.

2.2 Any contract entered into by the Host Authority will be based solely on the Host Authority's Contract Procedure Rules, or shall be made through some other arrangement, including under Clause 2.3, and shall be entered into through an appropriate procurement arrangement agreed by both the Responsible Officer and the Management Board and which (if applicable) complies with the Procurement Regulations.

2.3 Where the Host Authority is minded to put in place procurement agreements with third party providers then, subject to Clause 2.2, it shall first consider the other Parties to ascertain whether they are able to provide such services.

3. AGREEMENT

3.1 This Agreement is made under and in its implementation shall exercise the powers conferred on the Parties by:

3.1.1 Section 101, 111, 112 and 113 of the Local Government Act 1972, and which allow a local authority to enter into an agreement with another authority to place its officers at the disposal of the other authority, subject to consultation with the staff concerned and negotiation about any changes to terms and conditions;

3.1.2 Section 1 of the Local Authorities (Goods and Services Act) 1970 which enables a local authority to enter into an agreement to provide another local authority with goods and services, including administrative, professional or technical services; and

3.1.3 Section 2, 19 and 20 and 101(5) and 102 Local Government Act, Section 9EB of the Local Government Act 2000, the local authorities (arrangements for the discharge of functions) (England) Regulations 2012/1019 and Section 1 Localism Act 2011.

3.2 The Participating Authorities shall exercise the powers referred to in Clause 3.1 to work together and co-operatively (but not so as to create any legal partnership agreement between them) in order to establish the Integrated Service to be operated in accordance

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with the terms of this Agreement in order to achieve the Key Objectives (in particular as specified in Schedule 1).

- 3.3 In order to facilitate the creation of the Integrated Service under this Agreement, the Participating Authorities have further agreed to:
- (a) appoint a host authority responsible for the delivery of the Integrated Service;
 - (b) create a management board to carry out functions set out in Schedule 3 Part 1;
 - (c) appoint a regional adoption service manager to carry out functions set out in Schedule 3 Part II; and
 - (d) create an operations group to make decisions set out in Schedule 3 Part II relating only to the Terms of Reference detailed in paragraph 3, Schedule 3 Part 1.

4. TERM AND TERMINATION

- 4.1 The Agreement shall take effect on the Commencement Date and shall continue for the Operational Period unless terminated in accordance with the remaining provisions of this clause 4.
- 4.2 The Participating Parties may by majority decision of the Management Board, and at a special meeting convened for that purpose, resolve to terminate this Agreement. In the event that the Management Board resolve to terminate under this clause 4.2, the Parties shall unanimously agree the wind down period until the effective termination of the Agreement and the Integrated Service, such period to be a minimum of twelve months commencing the date of resolution to terminate.
- 4.3 In the event that the Host Authority no longer wishes to be the Host Authority, but not so as to bring the Integrated Service to an end, the Host Authority must give at least twelve months' written notice to the other Participating Authorities.
- 4.4 In the event that any Participating Authority wishes to withdraw from participation in the Integrated Service during the Operational Period but not so as to bring the Integrated Service to an end, that Participating Authority must give at least twelve months' written notice to the other Participating Authorities.
- 4.5 Any Participating Authority withdrawing from this Agreement prior to the end of the Operational Period by giving notice under Clause 4.3 shall remain liable after the Withdrawal Date, and in accordance with the apportionments set out in Schedule 4, for:
- (i) any financial or other obligation or liability (actual or contingent) incurred under this Agreement during the Operational Period both as a party to this Agreement and as an Original Authority in relation to any affected Seconded Employees;
 - (ii) any and all additional costs that may be incurred by the Host Authority in consequence of any change in staffing requirements for the continuing Integrated Service resultant upon

such withdrawal, including any redundancy costs and associated expenses (including any payment relating to vocational pension schemes) of any employees recruited to the Integrated Service under Clause 7.1.

- 4.6 Any new asset acquired, or liability incurred and accrued, during the Operational Period, shall on termination of this Agreement be apportioned in accordance with the funding arrangements in Schedule 4.¹
- 4.7 In the event that a Participating Authority serves written notice of withdrawal under Clause 4.3, and following the remaining Participating Authorities reviewing the Agreement to determine whether there are sufficient resources available for the Host Authority to continue to fulfil its functions, obligations and responsibilities under this Agreement, the Management Board shall decide by way of majority decision whether the Agreement should be terminated. In the event that the Management Board resolve to terminate under this clause 4.7, the Parties shall unanimously agree the wind down period until the effective termination of the Agreement and the Integrated Service, such period to be a minimum of twelve months commencing the date of resolution to terminate.
- 4.8 In the event that the Host Authority notifies the other Participating Authorities of its intention to withdraw from its position as Host Authority under Clause 4.3, all the Participating Authorities (including the Host Authority) shall immediately review their participation in the Integrated Service and the resources available to them under this Agreement in order to determine whether any of the remaining Participating Authorities can become a replacement Host Authority.
- 4.9 In the event that a Participating Authority agrees to become the Host Authority, the exiting Host Authority shall continue to fulfil its functions, obligations and responsibilities until such time as arrangements have been to instal the incoming Host Authority (subject to such changeover time being no longer than twelve months commencing the date upon which the exiting Host Authority issues its withdrawal notice under clause 4.8).
- 4.10 In the event that this Agreement is terminated for whatever reason, and the Integrated Service wound down, the Host Authority shall use its reasonable endeavours to ensure that any data belonging to the Participating Authorities is returned to each relevant Participating Authority.
- 4.11 Upon the replacement Host Authority taking over that role:
- 4.11.1 the exiting Host Authority will make available to it all of the records of the Management Board;

¹ Note for Group: to consider funding arrangements provision

- 4.11.2 all secondment arrangements and any delegated authority relating to Seconded Employees under Clause 7 shall forthwith apply to the replacement Host Authority;
- 4.11.3 the continuing Participating Authorities shall consult with the Seconded Employees in relation to any new arrangements that may arise in connection with their secondments to the replacement Host Authority as if it were a consultation under Clause 7.1;
- 4.11.4 in the event that, at the date of the replacement Host Authority being installed as Host Authority, the Regional Adoption Service Manager is an employee of the exiting Host Authority, he may on receipt of a request in writing to that effect by the replacement Host Authority, make suitable secondment arrangements with it in order to make the services of the Regional Adoption Service Manager available to the continuing Integrated Service.
- 4.12 In the event that:
- (a) SMBC or any successor ceases to provide all of the services detailed in the Support Services Agreement, the parties agree that its successor shall enter into an agreement on the same or similar terms to the Support Services Agreement; or
 - (b) SMBC or any successor ceases to provide any (but not all) of the services detailed in the Support Services Agreement, the parties agree that its successor shall enter into an agreement on the same or similar terms to the Support Services Agreement and in relation to the services which are to be provided by the succeeding Participating Authority.

5. **CONSENTS**

The Participating Authorities shall ensure that all Necessary Consents are in place to provide the Integrated Service, and confirm to the Host Authority that all Necessary Consents are in place, and upon request undertake to provide a copy to the Host Authority.

6. **GOVERNANCE AND THE REGIONAL ADOPTION SERVICE MANAGER**

6.1 The Management Board shall be responsible for the overall strategic direction of the Integrated Service, with its functions and terms of reference set out in Schedule 3 Part I. The Host Authority shall, at the expense of the Integrated Service, provide such support services as the Management Board shall require under the terms of the Support Services Agreement.

6.2 Operations Group

The Operations Group shall be responsible for ensuring that each Participating Authority works in close cooperation with the Regional Adoption Agency and for resolving operational (rather than strategic) issues. Its functions and terms of references are set out in clause 3 Schedule 3 Part I.

6.3 The Regional Adoption Service Manager

The Regional Adoption Service Manager shall be responsible for the day to day running of the Integrated Service. The functions and terms of reference of the Regional Adoption Service Manager are set out in Schedule 3 Part II.

6.4 The complaints procedure

In relation of the provision of services covered under this Agreement, any complaint relating to or on behalf of a child will be dealt by, and in accordance with the procedure applicable to, the Original Authority to which the complaint arose.

Any outcome of the complaint will be decided by the Original Authority with input, if required, from the Regional Adoption Service Manager at (including, but not limited to) the investigation stage.

In respect of any complain made by an Adopter, or an applicant to become an Adopter, and which relates to an event, circumstance, act or omission which occurred:

- (a) prior to the Commencement Date, shall be dealt with in accordance with the Original Authority's own procedures;
- (b) following the Commencement Date, shall be dealt with in accordance with the Host Authority's own procedures and at the expense of the Original Authority.

Each Participating Authority will share the financial liability for any complaint made by an Adopter or an applicant to become an Adopter.

Any investigation report will be made available with appropriate redaction to assist this process in order to ensure lessons are learnt and a high quality service is maintained.

7. STAFF

7.1 Each of the Employees currently employed in MCC, TC, SC and CEC and the posts listed in Part 1 of Schedule 6 (the Seconded Employees), shall be seconded to the Integrated Service for the Operational Period.

7.2 Each of the proposed Seconded Employees shall receive an invitation to secondment by letter in the form set out in Schedule 6, and setting out his or her proposed new role, location and management arrangements. He/she shall be invited to signify their agreement to the arrangements by returning one copy of the countersigned letter.

7.3 Prior to the Commencement Date each Seconded Employee must submit the countersigned letter referred to in clause 7.2. The Host Authority, together with the relevant Participating Authority, shall consult with the staff and representatives of each Seconded Employee concerning the proposed secondment arrangements and in particular shall make available such information as may reasonably be required by them in relation to:

- 7.3.1 the potential effect during the term of the secondment upon the employee's terms and conditions of employment, including terms relating to pension benefits and other forms of remuneration;
- 7.3.2 any change in working practices and location that is proposed during the term of the secondment;
- 7.3.3 any delegated managerial or supervisory arrangements that shall be exercised by the Host Authority in relation to the Seconded Employee consequent on the secondment (including whether or not of a temporary nature);
- 7.3.4 the proposed arrangements that will be implemented at the end of the secondment period;
- 7.3.5 any reasonable adjustments or risk assessments that may be required to be undertaken in relation to them in consequence of the secondment.
- 7.4 Subject to any temporary variation that is agreed following the consultation under Clause 7.3, each Seconded Employee employed by SMBC, MCC, TC, SC and CEC shall remain employed by the Original Authority during the secondment to the Host Authority with his terms of employment as at the Commencement Date remaining unchanged and in particular:
 - 7.4.1 Each Seconded Employee's period of continuous service will remain unbroken.
 - 7.4.2 The contractual or managerial policies and practices that each Seconded Employee is required to comply with by the Original Authority shall be deemed to continue to apply to him with such modification as shall be reasonably necessary.
- 7.5 Subject to the completion of the co-located offices detailed in clause 8, from the Commencement Date each Employee shall continue to work in the premises designated by the Original Authority unless directed otherwise by the Host Authority.
- 7.6 Any member of staff who is not employed by an Original Authority and is then recruited and appointed by the Host Authority to a post in the Integrated Service after the Commencement Date, whether as a result of a new post being created or replacing leaving staff, shall be an employee of the Host Authority and shall not be a Seconded Employee. Any costs associated with the recruitment and employment of such employees during the Operational Period shall be an expense that will be apportioned in accordance with Schedule 4.
- 7.7 Each of the Original Authorities shall authorise the Host Authority to exercise delegated day-to-day management of the Seconded Employee activities as outlined in clause 16 of the Secondment Agreement. The nature and extent of such delegated authority shall be agreed by the Management Board and shall then be exercised in the following manner:

- 7.7.1 All delegated authority shall be subject to the overall management of the Regional Adoption Service Manager.
- 7.7.2 Each Participating Authority will use its own HR procedures when dealing with management issues, grievance or disciplinary matters, and/or any contractual or other situation that arises within the Integrated Service and relates to the Seconded Employees of which it is the employer, or compliance with any other policy or procedure of the relevant Original Authority (whether by any Seconded Employee or the Original Authority). Any such situations, matters and/or situations shall be reported to the appropriate Original Authority of the affected Seconded Employee through the delegated authority arrangements and the Seconded Employee's manager will conduct any disciplinary process.
- 7.7.3 In dealing with such matters the Original Authority undertakes to liaise with the Management Board and the Regional Adoption Service Manager as to the nature of the issue and the potential impact this may have on the Integrated Service or the Host Authority.
- 7.7.4 Where a collective grievance or other issue arises that involves Seconded Employees from more than one Original Authority, then, following consultation with the Host Authority through the Management Board, the Original Authorities shall agree between them which shall be the lead authority and how such matters shall be dealt with.
- 7.7.5 Each Participating Authority is responsible for any back fill arrangements of absent Seconded Employees, including any long term sickness, maternity or Seconded Employees suspended pending investigations.
- 7.8 In the event of the Integrated Service discontinuing or otherwise terminating under the provisions of this Agreement, on the Termination Date:
- 7.8.1 each of the Seconded Employees will return to his Original Authority;
- 7.8.2 the terms and conditions of employment for each Seconded Employee immediately prior to the commencement of the secondment shall be re-applied to them (or such other terms and conditions as a Seconded Employee may agree with his Original Authority) including full recognition of any period of service with the Integrated Service as a Seconded Employee as valid continuous service with the Original Authority.
- 7.9 In the event that a Seconded Employee's post no longer exists in the Original Authority, the Seconded Employee shall nevertheless be returned to the Original Authority which shall have responsibility for that Employee's continued employment.
- 7.10 The secondment of the Seconded Employees shall commence on the Commencement Date and shall continue until the earlier to occur of:
- (a) this Agreement's termination pursuant to the provisions of clause 4;
 - (b) the appointment of a replacement Host Authority (with, prior to the replacement taking effect, the secondment agreement to be novated to the replacement Host Authority); and
 - (c) the termination of the Employee's contract of employment.

- 7.11 The secondment arrangements and the delegated authorities exercised by the Host Authority under them shall be reviewed in accordance with the terms of each Seconded Employee's contract of employment or any relevant policy or procedure operated by the Original Authority that shall mandate such a review, and in any event shall be reviewed annually and agreed by the Management Board.
- 7.10 The relevant Original Authority of each Seconded Employee shall continue to be responsible for his employment throughout the Operational Period, and each Original Authority indemnifies the Host Authority for:
- 7.10.1 any costs, expenses or any other liability or fine that the Host Authority shall incur in relation to any employment-related claim brought by any Seconded Employee of which it is or was the employer at the relevant time arising out of any acts or omissions by the Original Authority;
- 7.10.2 any costs, expenses or any other liability or fine the Host Authority shall incur in relation to any claim by a Seconded Employee that relates to his involvement in any aspect of the Integrated Service arising out of any acts of omissions by the Original Authority; and
- 7.10.3 any claim by a third party relating to the matters referred to in Clauses 7.10.1 and 7.10.2 arising out of any acts or omissions by the Original Authority.
- 7.11 The Host Authority and any replacement Host Authority indemnifies each Original Authority for:
- 7.11.1 any costs, expenses or any other liability or fine that either shall incur in relation to any employment-related claim brought by any Seconded Employee in the Integrated Service of which it is or was the employer at the relevant time arising out of any acts or omissions by the Host Authority;
- 7.11.2 any costs, expenses or any other liability or fine that either shall incur in relation to any claim by a Seconded Employee that relates to his involvement in any aspect of the Integrated Service arising out of any acts or omissions by the Host Authority; and
- 7.11.3 any claim by a third party relating to the matters referred to in Clauses 7.11.1 and 7.11.2 arising out of any acts or omissions by the Host Authority.

8. PREMISES AND INFORMATION TECHNOLOGY ('IT')

- 8.1 The Host Authority will enter into lease agreements with, or obtain appropriate licences from, relevant Participating Authorities for any accommodation to be used by the Integrated Service.
- 8.2 The Host Authority will agree with the Participating Authorities the information technology infrastructure to be provided for each Seconded Employee. For the avoidance of doubt, if the Host Authority provides the information technology the associated equipment will remain the property of the Host Authority for use in the Integrated Service. Should another Participating Authority provide the information technology to the Seconded Employee, the associated equipment will remain the property of the relevant Participating Authority.

- 8.3 To further the development of the Integrated Service the Employees shall be asked in due course to co-locate to offices in an area to be agreed and determined.
- 8.4 It is understood by the Participating Authorities that the IT infrastructure will be provided by each relevant Participating Authority as outlined in Schedule 4 of the Funding Agreement, and a case management system for the adoptive parents will be set up within the Integrated Service.

9 FINANCIAL CONTRIBUTIONS

- 9.1 Each Participating Authority shall contribute towards the operation of the Integrated Service as set out in Schedule 4.
- 9.2 To the extent that Schedule 4 does not set out each Participating Authority's financial contributions for Years following the First Period, the Participating Authorities shall agree their financial contributions for each Year on or before 31 December in the immediately preceding Year to that to which the contributions relate.
- 9.3 All amounts payable by the Participating Authorities under this Agreement are exclusive of VAT. Where any taxable supply for VAT purposes is made under the Agreement by the Host Authority to the Participating Authorities, the Participating Authorities shall, on receipt of a valid VAT invoice from the Host Authority, pay to such additional amounts in respect of VAT as are chargeable on the supply of the relevant services or goods.

10 INTELLECTUAL PROPERTY

- 10.1 Any Intellectual Property created through the establishment and running of the Integrated Service prior to the Commencement Date shall vest in the creating Participating Authority.
- 10.2 Any Intellectual Property created through the running of the Integrated Service after the Commencement Date shall vest in the Host Authority.
- 10.3 The Participating Authorities agree that they will each grant to the others a licence to use the Intellectual Property in its ownership by virtue of clauses 10.1 and 10.2 (which may include (but shall not be limited to) the branding of the new agency, software development for or within the Integrated Service, processes, procedures, methodology and manuals) for the purposes of enabling the licensee to perform the Integrated Service.
- 10.4 Nothing in this clause shall operate to prevent or make difficult the sharing of good practice between the Participating Authorities.

11 AGREEMENT REVIEW

- 11.1 There will be an annual review of this Agreement by the Management Board to ensure it is achieving its objectives and that each Participating Authority is upholding the general aims and spirit of the Agreement. If deemed necessary, there will be an interim review if there are any significant policy reviews or legislative changes that require this Agreement to be updated.
- 11.2 Other local authorities may join the Integrated Service with the consent of all Participating Authorities, and subject to their adherence to the terms of this Agreement and the Support Services Agreement.

12. ESCALATION

- 12.1 In the event that there are any issues in relation to the performance of the Services by the Host Authority (or the validity or enforceability of the Agreement), in the first instance, the Operations Group shall meet and discuss the issue with a view to resolving same.
- 12.2 If the issue is unable to be resolved pursuant to clause 12.1, it shall be considered a complaint ("**Complaint**"), and the nature and full particulars of the Complaint (a "**Complaint Notice**") shall be prepared, together with relevant supporting documents, and submitted to the Management Board.
- 12.3 On service of the Complaint Notice, the Management Board shall attempt in good faith to resolve the Complaint.
- 12.4 If the Management Board is unable to resolve the Complaint within 30 days after service of the Complaint Notice, the Chief Executives of the Parties shall attempt in good faith to settle the Complaint.
- 12.5 If the Chief Executives of the Parties are unable to resolve the Complaint within 30 days after service of the Complaint Notice, the Parties shall attempt in good faith to settle the Complaint by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed by all Parties, the mediator shall be nominated by CEDR. To initiate the mediation, the Management Board must send a notification in writing to CEDR. The mediation will start no later than 30 days after the date of the notification.
- 12.6 The Parties shall participate and continue to participate in good faith in the mediation in an attempt to resolve the Complaint.
- 12.7 If the Complaint is not resolved within 60 days (or such longer period as may be agreed by the Parties) after service of the ADR Notice, the Complaint shall be finally resolved in the Courts of England and Wales.

13. VARIATION

- 13.1 The Agreement, including the Schedules, may only be varied by written agreement of all Parties to the Agreement

14. LIABILITY AND INSURANCE

- 14.1 The Host Authority shall be responsible for ensuring that adequate insurance cover agreed between the Authorities is in place at the outset of the Integrated Service.
- 14.2 Any additional insurance premiums or associated costs payable by the Host Authority, during the Operational Period, in insuring the Integrated Service shall be shared equally between the Participating Authorities in accordance with the funding mechanism in Schedule 4 and outlined within the insurance letter in Schedule 8.

- 14.3 The Participating Authorities shall indemnify the Host Authority against any costs claims made against the Host Authority including but not limited to any TUPE claims.
- 14.4 The Host Authority shall notify the other Participating Authorities within 10 working days of any claims received in respect of the Integrated Service.
- 14.5 All Participating Authorities will inform each other of any insurance claims received in respect of the Integrated Service, copies of which should be sent to the Regional Adoption Service Manager as soon as possible.
- 14.6 To the extent such matters are not covered by the insurance arrangements that the Host Authority is required to put in place, or the losses sustained fall below the policy excess, the Participating Authorities will be jointly liable (as detailed in the funding mechanism in Schedule 4 and outlined within the insurance letter in Schedule 8) for all losses, actions, proceeding costs, claims, demands liabilities and expenses however arising out of or in connection with any act or omission by the Host Authority in carrying out all or any of its duties and responsibilities and/or implementing decisions of the Management Board, save where such losses are caused by an unauthorised act of the Host Authority.
- 14.7 Prior to the Commencement Date, any costs incurred as a result of insurance liability claims will be met by the Original Authority in respect of those claims and members of staff whom it employs. The Original Authority is to retain and be responsible for all insurance claims as outlined in Schedule 8. For the avoidance of doubt the following outlines the key liabilities for each Participating Authority:
- (i) Employers Liability – each Participating Authority will bear its own risk for Seconded Employees including any TUPE claims
 - (ii) Public Liability (Injury to Child) – each placing Participating Authority will bear its own risk for any injuries or damage to a child/children
 - (iii) Public Liability (injury non child) – each placing Participating Authority will bear its own risk for any injuries or damage
 - (iv) Public Liability (defective premises and other Occupier Liability claims outside of (iii) – the Participating Authority which is the landlord/freeholder of the office will bear the risk for any injury or damage
 - (v) Officials Indemnity – the placing Participating Authority will bear its own risk for any claim for pure financial loss made by a child as per (ii)
- 14.8 The Participating Authorities accept that, where a claim is submitted in relation to the Integrated Service and there is no clearly identifiable Participating Authority that is responsible for that claim, the liability for any such claims will be split equally between the Participating Authorities. The Participating Authorities also accept that for those claims where there is a dispute about which Participating Authority is responsible for the claim, such a claim will be handled by the Host Authority and the costs associated with the handling of such claims will be dealt with as outlined within the formula in Schedule 4 and contained within the insurance letter in Schedule 8.

- 14.9 The Participating Authorities accept that, where an Adopter complaint is submitted in relation to the Integrated Service, the liability and costs associated with the handling of the claim for any such complaint will be split equally between the Participating Authorities.
- 14.10 The Participating Authorities accept that, where a child/children complaint is submitted in relation to the Integrated Service, such complaints will be handled by the relevant Original Authority and any financial liability and costs associated with handling of such complaints will be the responsibility of that relevant Original Authority and their insurers as outlined in clause 14.7.
- 14.11 The Participating Authorities accept that the Integrated Service has no legal entity but will hold, handle and share sensitive data on both the adoptive families and children. Any claim for breach of the DPA or any fine issued by the Information Commissioner will be brought against the Original Authority employing the Seconded Employee who breached the information. Where it is not clear which Seconded Employee was responsible for the breach of data, each Participating Authority will be liable on an equal basis irrespective of liability (non-negligent cover). The Host Authority and its insurers will handle the claim and involve the Participating Authorities and their insurers as appropriate. The Participating Authorities accept that the costs of the Host Authority in dealing with any Integrated Service insurance claim will be covered within the formula outlined in Schedule 8. The provisions of this Clause shall survive termination.

15. DATA PROTECTION AND FREEDOM OF INFORMATION

Data Protection

- 15.1 All Participating Authorities shall comply with the notification requirements under the DPA
- 15.2 All Participating Authorities recognise and agree that for the purposes of the Integrated Service they are joint data controllers with responsibility for compliance with the DPA and all applicable laws and regulations relating to processing of personal data and privacy in relation to the Integrated Service (such law and regulations being referred to as 'dp principles').
- 15.3 All Participating Authorities shall duly observe their obligations under the DPA which arise in connection with this Agreement and further agree to be guided by the Information Sharing Agreement as detailed in Schedule 2.

Freedom of Information

- 15.4 Notwithstanding its duties under clause 15, each Participating Authority acknowledges that its is subject to the requirements of the FOIA and the EIR and, should the request relate to the Integrated Service, shall assist and co-operate with each other to enable the

Participating Authority, by whom the request has been received, to comply with disclosure requirements under the FOIA

- 15.5 The Participating Authorities shall not disclose any confidential information made available to them in the discharge of their functions under this Agreement unless such information has reached the public domain or must be provided to comply with the Freedom of Information Act 2000, successive legislation or court order.
- 15.6 Where a Participating Authority receives a request for information relating to the Integrated Service, it shall share it with the Host Authority and any other Participating Authority directly affected by the request

16 Communications

- 16.1 All communications and enquiries regarding the service should be routed via the Regional Adoption Service Manager who will consult with the Host Authority's press and communications office in the first instance where he or she deems this appropriate and other press and communications sections in the Participating Authorities as necessary.

17 GOVERNING LAW AND JURISDICTION

- 17.1 The Agreement shall be governed by and construed in accordance with English Law and, without affecting the escalation procedure set out in clause 12, each Participating Authority agrees to submit to the exclusive jurisdiction of the courts of England.

18 FAIR DEALINGS

- 18.1 The Participating Authorities recognise that it is impracticable to make provision for every contingency which may arise during the life of the Agreement, and each declares it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them, and that if in the course of the performance of the Agreement unfairness to one or more of them flows or may result, the remaining Participating Authorities shall use their reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

SCHEDULE 1 INTEGRATED SERVICE

Background:

1. This schedule sets out the vision, objectives and details of roles and responsibilities to be fulfilled under this Agreement.
2. **An Integrated Adoption Service – the Vision**
 - 2.1 The FIVE local authorities in the partnership wish to build on the success of their existing services to improve performance in meeting the needs of those children who require permanence through adoption by bringing together the best practice from each authority into an Integrated Service. Entering into a regional adoption agency/integrated service will allow the five authorities to provide a more cohesive, efficient and effective use of resources and development of practice.
 - 2.2 All Participating Authorities are agreed that collaboration should be underpinned by two guiding principles:
 - a. that looked after children and prospective Adopters are advantaged by doing so; and
 - b. that a regional adoption service is demonstrably more efficient and flexible in delivering the service.

All Participating Authorities share the ambition to improve performance, particularly:

- a. in reducing the time that children have to wait for adoptive placements; and
- b. in improving the experience for prospective Adopters from initial inquiry, through the assessment process, panel approval and placement matching and the delivery of post adoption support services.

All Participating Authorities agree that the joint aim is to improve the adoption system for children and Adopters, and that this will involve systemic and cultural changes within local authorities, as well as the development of the regional adoption agency/integrated service. The regional adoption agency/integrated service in isolation will only be able to effect limited change making effective partnership working between the Participating Authorities critical.

3.3 The Key Objectives shared jointly by the Participating Authorities are:

- a. To provide children with the right Adopters at the right time, approving those equipped to meet the needs of children waiting.
- b. To minimise changes of plan away from adoption.

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- c. To reduce delay and improve timescales for matching and placement for all children – working with care planning processes in each Participating Authority to improve early identification / twin track planning and to achieve best practise and consistency across the region.
- d. To improve earlier permanency planning using:
 - i. Concurrent Planning; and
 - ii. Fostering for Adoption
- e. To take innovative approaches to placing ‘hard to place’ children. e.g.
 - i. linking children with Adopters from enquiry stage onwards where appropriate; and
 - ii. thoroughly preparing child and family for placement
- f. To reduce the likelihood of placement breakdown through timely and improved matching, preparation and adoption support.
 - Providing a range of pre and post adoption support and intermediary services in conjunction with statutory and voluntary sector providers
 - Establishing effective working links with key partnership agencies (e.g. schools and health providers)
- g. To form strong and productive partnerships with:
 - Adopters
 - Adoptees
 - Voluntary Sector providers

Ensuring that customer feedback and the views of service users are obtained and considered in the development of the service

All activity in the Integrated Service will ensure compliance with requirements set by legislation, regulation, national minimum standards and local procedures. The Integrated Service will operate under an agreed performance management framework, will be subject to inspection and auditing bodies, and will work closely with the National Adoption Leadership Board.

In the longer term it is anticipated that the Integrated Service will, dependent upon agreed resourcing, extend its offer to include:

- Supporting all permanence options for children including Special Guardianship Orders; and
- Reducing the number of parents who have successive children placed for adoption.

3.3 The DfE have made it clear that they wish to see Voluntary Adoption Agencies as integral partners in the regional agencies. Adoption Matters and Caritas Care were invited to join the

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partnership. This relationship will be set out in a memorandum of understanding to sit outside this Agreement.

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ANNEX 1 to SCHEDULE 1

1.

OUTLINE SPECIFICATION OF SERVICES AND RESPONSIBILITIES

The provision of adoption services is acknowledged to be the function of a complex system involving a number of agencies. Each part of the system has to play its own role and to work collaboratively with the others in order to deliver positive outcomes for children. The following table sets out the respective responsibilities of each agency under this agreement.

The Adoption and Children Act (2002) places a statutory requirement on each Participating Authority and, therefore, the Integrated Service, to:

- a. Recruit, assess and support potential prospective Adopters.
- b. Work in partnership with the child's social worker in seeking a permanent placement for the child through adoption.
- c. Assess, support and plan for children who are relinquished by their birth parents.
- d. Assess, support and plan for children who have a parallel plan for adoption.
- e. Assess and support parent/partner and family relatives who wish to adopt a child.
- f. Assess and support those adults who are seeking to adopt from another country (inter-country adoptions).
- g. Provide counselling advice and information to adopted adults post 18.
- h. Provide Independent support to birth parents involved in proceedings.
- i. Management and support Adoption Panels which approve prospective Adopters and make recommendations on the matching of individual children to Adopters, reviewing approvals and ensuring quality of practice.
- j. Provide professional advice on best practice and regulations to agency decision makers.
- k. Provide a quality assurance role across the Integrated Service.

2, SERVICE COLLABORATION AND RATIONALE

Stockport Metropolitan Borough Council will act as Host Authority for the new Integrated Service and will bring together the adoption services of the following authorities:

- Stockport Metropolitan Borough Council
- Manchester City Council
- Trafford Borough Council
- Salford City Council
- Cheshire East Borough Council

3, ELIGIBILITY CRITERIA

The Integrated Service will be responsible for providing a service to:

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- Children who require adoption
- Adults who wish to adopt
- All adoptive families living in the region eligible for adoption support
- Adopted adults
- Letter box service
- Birth parents and former guardians eligible for adoption support.
- Independent support to birth parents who risk losing their child to adoption. (to be externally commissioned)

4. SERVICE DELIVERY

- 4.1 The Integrated Service will operate on a full time basis providing core services flexibly, as required by the needs of services users.
- 4.2 The Integrated Service will at all times, maintain a volume of service that is sufficient to fulfil all of its statutory duties as an adoption agency, as well as any specific requirements, targets and outcomes of this specification.
- 4.3 The Integrated Service will at all times maintain an appropriately qualified and skilled workforce that is sufficient to fulfil all of its statutory duties as an adoption agency, as well as any specific requirements, targets and outcomes of this specification.
- 4.4 The Integrated Service will have in place a detailed contingency plan to deal with workforce absence caused by planned leave, sickness and vacancies that is cost effective and causes minimum disruption to service delivery.
- 4.5 The Integrated Service will at all times comply with safe employment practice including statutory background checks, confirmation of identity, confirmation of entitlement to work in the UK, disclosure and barring checks, employment and personal references, General Council Registration, etc.
- 4.6 The Integrated Service will at all times put the needs of users at the heart of service delivery and maintain a system that ensures their involvement in service design and delivery, as well as decision making.
- 4.7 The Integrated Service will at all times maintain a system for the management of complaints and representations that complies with minimum standards for timeliness, transparency and information sharing.
- 4.8 The Integrated Service will at all times maintain a system for data protection and handling that complies with the Data Protection Act, as amended from time to time.

5. PERFORMANCE MEASURES

- 5.1 Building on the aims of the Regional Adoption Agency set out in this Schedule, the Integrated Service will develop a performance management framework and comply with the key performance indicators set and report upon performance in relation to

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these indicators to the Management Board, the Adoption Leadership Board and any other statutory body as required.

- 5.2 The performance management framework will include quantitative indicators which will allow performance on the above outcomes to be measured.
- 5.3 The performance management framework will also include qualitative feedback from Adopters, service users and key professionals who have contact with the agency.
- 5.4 Additionally, regional good practice standards will be developed to clarify service expectations, measure outcomes and ensure that services are value for money.

6. OUTCOMES

- 6.1 Outcomes in adoption have traditionally focussed on placement disruption and breakdown. The data collected is usually quantitative rather than qualitative. To ensure a culture of continuous improvement the new agency will move the focus of evaluation from outputs to outcomes by implementing a review system so that learning from disruptions and breakdowns is captured. This learning will then be used to develop a greater understanding of the factors which present a risk to placement outcomes;

7. CONTRACT MONITORING

The Integrated Service will provide quarterly data submissions and associated reports to the Management Board. Additionally, in accordance with the terms of reference of the Management Board, the Integrated Service will be responsible for conducting an annual review of the quality of the service it provides. Mechanisms to monitor the quality and outcomes of the service will include:

- Effective line management, supervision, support and training of staff employed by the service
- A set of regional policies, procedures and practice standards
- A range of methods to obtain feedback on the functioning of the regional service from service users, local authorities and other stakeholders
- Systems to audit the performance of the service against performance indicators and compliance with legislation and standards;
- A system to monitor and manage complaints against the service

8. OFSTED INSEPCIONS

The Integrated Service will comply with whatever inspection regime is in place from the start of the operational period.

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9.

Detailed division of roles and responsibilities in the new agency.

Recognising the successful delivery of the new service will be dependent on a high level of joint working between the Participating Authorities. The following tables breaks down the respective roles and responsibilities identifying where the agencies need to collaborate in the best interests of children.

9.1 THE CHILD

SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
<p>Case Responsibility</p>	<p>The local authority will retain case management responsibility for the child until the making of the Adoption Order.</p> <p>The local authority will be responsible for all statutory functions including but not limited to:</p> <ul style="list-style-type: none"> • Statutory Visits • Management and supervision of contact between child and family members. • Supervision, administration and finance of foster placements and communication with foster carers (including Fostering for Adoption placements). 	<p>The RAA will provide specialist advice and support to assist LA staff to fully understand the adoption process, influencing and promoting best practice.</p>	
<p>Early identification of children requiring adoption</p>	<p>The local authority is responsible for identifying, at the earliest possible stage, the children who may require adoption and making them and their needs known to the RAA, providing relevant and timely information. The RAA aims to develop working practises with each LA to ensure close involvement in care planning in order to assist with the earliest identification and to provide external</p>	<p>The RAA will allocate a Family Finder to each children identified as possibly requiring adoption. Staff from the RAA will be involved in identifying children for early placement.</p> <p>Representatives of the RAA will be able to</p>	<p>Detail for each LA to be developed in conjunction with care planning leads.</p> <p>The RAA will be asking for permission for the</p>

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SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
	challenge.	attend meetings in each local authority (such as legal gateway meetings, looked after review meetings, care planning meetings etc) to better understand the needs of the children who may require adoption and, where appropriate, to begin to identify suitable Adopters at an early stage.	automatic right to attend these meetings.
Early Placement		Where appropriate, and in agreement with the local authority, the RAA will make available a Concurrent Planning Service and a Fostering For Adoption Service for children who may benefit from the possibility of early placement with potential Adopters. (Placements will depend on the availability of appropriate carers)	The fostering element of an FFA service will remain the responsibility of each LA. The LA will be responsible for supporting foster carers
Twin Tracking of the children requiring adoption	The local authority will track the progress of children in care proceedings or looked after under section 20 (Children Act 1989) so as to maintain an up-to-date knowledge of their potential need for an adoption placement	The RAA will also actively track all children who may require a plan for adoption or for whom initial information indicates that adoption may be required	
Preplacement	The LA will be responsible for the completion and cost of all reports prior to an adoption placement being made	The RAA will advise on and support the completion of the Child placement report and	

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SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
Reports	including: <ul style="list-style-type: none"> • Child Placement Reports 	<p>early profile of the child. The RAA will provide support and challenge to help ensure that CPRs are of a consistent high quality across partnership LAs.</p> <p>The RAA will be responsible for the early and any subsequent profile of the children (even before the CPR is compiled) & in identifying early matching considerations. This will include taking into account information and advice from post adoption support services on the potential needs of the child/ren once placed, and potential sources of future support. The RAA will also provide support to undertake more specialist assessments e.g. sibling assessments</p>	
	<p>The local authority will be responsible for assessing the child's needs in respect of a future placement and in ensuring that any required financial support for a future adoptive placement is available.</p>	<p>The RAA will provide additional information and advice on the placement needs of the child and the likely need for post adoption support services.</p> <p>It will be necessary for the RAA and LAA to work closely and collaboratively to ensure that the needs of the child can be met and that</p>	

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SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
		planned support is sustainable.	
Medical Information	The Local Authority will be responsible for obtaining all required medical information in respect of children who are being considered for adoption.		
SHOBPA decision	<p>The Agency Decision Maker in each LA will be responsible for the 'Should be placed for adoption' decision.</p> <p>The LA will undertake a regular review of this decision and associated plans and keep the family finder in the RAA informed of changes.</p>	<p>The RAA will support the SHOBPA decision making process as requested, particularly in the provision of the above information.</p> <p>The RAA will need to give specific consideration to medical information in the identification of a possible match.</p>	The RAA will have a quality assurance role in this process
Family Finding Process		The RAA will lead the tracking/family finding process in consultation with the local authority.	
Communication during the family finding process	It will be the responsibility of the LA to keep the CPR updated and to inform the family finder of any changes in the child's development or circumstances (e.g. change of placement).	<p>A Family Finder will be allocated during the early stages of profiling and will keep a watching brief until it is clear that a SHODPA decision will be made.</p> <p>The RAA will keep the LA regularly updated</p>	

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SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
		about progress on family finding.	
'Hard to Place'/Priority Children	<p>The LA is responsible for identifying at the earliest opportunity where a child is:</p> <ul style="list-style-type: none"> • • 	<p>The RAA will either provide or commission a service for HTP children which may involve some of all of the following:</p> <ul style="list-style-type: none"> • Increased publicity – DVD, Photos etc • Press and Digital Media advertising • Profile the child at specific events • Attempt to recruit carers specifically for the child • Provide additional training and preparation for potential carers • Advise on or assist with additional preparation work with the child. 	

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SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
	<ul style="list-style-type: none"> <li data-bbox="338 608 353 624">• 	<p data-bbox="1010 316 1048 1289">E h e r i t a g e p a r t o f a s i b l i n g g r o u p o f t h e</p>	

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SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
	<ul style="list-style-type: none"> <li data-bbox="338 564 353 576">• 	<p data-bbox="1010 316 1043 1289">o r m o r e H a s a di s a bi lit y o r m e di c al c</p>	

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SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
	<p style="text-align: center;">o n d i t i o n</p> <p>The LA will gather the relevant information, assess and forward to the RAA as soon a possible.</p>		
<p>Note – It will be the aim of the RAA to identify a choice of potential adoptive matched for a child prior to the conclusion of Care Proceedings</p>			
<p>Preparation of the child</p>	<p>The LA will be responsible for preparing the child for an adoptive placement.</p> <p>The LA will be responsible for the preparation of the child’s Life story Book. This often needs to start early in the child’s looked after career and will contain information to which the LA has immediate access.</p>	<p>The RAA will support the LA in the preparation of the child, particular in respect of the future placement.</p> <p>The RAA will develop or commission specific expertise in the preparation of children who are hard to place and who are being prepared using the a more ‘bespoke’ family finding model (see above)</p>	<p>The RAA could compile life story books if resourced appropriately.</p>
	<p>The LA will be responsible for producing the Later Life Letter</p>		
<p>Linking and</p>	<p>The LA, by agreement, will meet the costs of introductions</p>	<p>The RAA will take lead responsibility for all aspects of the linking and matching process,</p>	

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SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
Matching	between children and carers.	but will always involve the LA in the decision making process. The RAA will chair shortlisting, linking and formal matching meetings as part of the process.	
	The LA is responsible for: <ul style="list-style-type: none"> • The CPR • Delegation of Parental Responsibility report 	The RAA will be responsible for completing the Adoption Placement Report, apart from the section on the child. The RAA will organise the Matching Panel. .	
MATCHING DECISIONS	The Agency Decision Maker in each LA will be responsible for the Matching decision.	The RAA will support the process with information as required, including Panel Minutes	
ADOPTION ALLOWANCES	Adoption allowances will be paid for by each LA. Exceptional allowances will be agreed by the LA-eg vehicles for larger sibling groups.	The RAA will have delegated powers to undertake assessments for Adoption Allowances, and to agree standard expenditure in line with the Statement of Delegation	Delegated authority will need to be agreed with each LA on this issue.

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SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
Applications to the DfE Interagency Fund (for hard to place children)	The LA will make the application to the fund where relevant.	The RAA will highlight to the LA which children are eligible for funding.	

9.2 ADOPTER RECRUITMENT

	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
RECRUITMENT OF ADOPTERS	<p>The LA will signpost any enquiries from potential Adopters to the RAA and not to any other agency.</p> <p>The LA will ensure that information relevant to potential Adopters is included in its own marketing materials and on its website, clearly signposting potential Adopters to the website of the RAA and not to any other agency.</p>	<p>The RAA will be responsible for recruiting Adopters appropriate to the needs of children waiting in each LA.</p> <p>Marketing information will reflect the fact that the RAA is delivering the service on behalf of partnering LAs.</p>	
Enquiries		The RAA will provide a centralised enquiry process for the region to meet all statutory	

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	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
		<p>requirements.</p> <p>The RAA will provide written information to potential Adopters and will hold a programme of information events.</p> <p>The RAA may at times signpost Adopters to other agencies where they are not appropriate to the needs of the children which the RAA has waiting.</p>	
Stage One	The LAs will provide all information required for statutory checks of potential Adopters resident in the LA.	The RAA will undertake all Stage one functions	
Stage Two		The RAA will undertake all Stage Two functions	
		The RAA will complete the Prospective Adopters Report (PAR)	
Approvals		<p>The RAA will service the Adoption Panel.</p> <p>The RAA Agency Decision Maker will be responsible for all approvals</p>	
POST		The RAA will provide post approval support	

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	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
APPROVAL SUPPORT AND TRAINING		and training to approved Adopters	

9.3 POST ADOPTION SUPPORT SERVICES

	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
ADOPTION SUPPORT PLANS	The LA will consider funding requests for post adoption support services which are not included in the core offer . e.g. Therapeutic support	The RAA will provide or commission all adoption support services. The RAA will undertake adoption support fund assessments and applications .	
	The LA will signpost all referrals for support from adoptive families to the RAA. Where a safeguarding referral is made to the LA the LA will conduct any appropriate section 47 enquiry and will allocate an LA Social Worker where thresholds are met,		A referral pathway needs to be agreed. This will often involve CAMHS and other health

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	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
	whilst simultaneously notifying the RAA of any referral involving an adopted child.		services.
Out-of-hours services	All Adopters will have access to the LA's Emergency Duty Team out of core hours.	The RAA will negotiate out of hours support for specific families where necessary subject to agreed LA funding.	
Indirect/ Letterbox contact		The RAA will oversee Letterbox contact between adopted children and birth families?	
Supervised & Sibling Direct Contact	Direct Contact requirements will remain with the LA		
ADOPTION ALLOWANCES	Adoption allowances will be paid for by each LA after undertaking the appropriate assessment.		Statement of delegation to be drafted
Adoption Support Fund		The RAA will be responsible for undertaking all assessments and funding applications to the	

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	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
		Adoption Support Fund.	
Access to Children's records and files	LA to facilitate		
Birth Records Counselling		RAA to ensure provision	
Therapeutic support to birth parent (Legal requirement)		RAA to commission	
Access to Adopter's records	LA for historic cases	RAA for cases which it has managed	
Intermediary Service to relatives of adopted person seeking information and	LA to contract out if required.	No involvement unless specifically commissioned to undertake this work.	

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	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
contact with the adopted person			

9.4 ADOPTER ENGAGEMENT

	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
Adopters		The RAA will engage with and Adopters individually and in groups with the aim of	

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	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
		improving the services available	
Adoptees		The RAA will engage with and adoptees individually and in groups with the aim of improving the services available	

9.5 PERFORMANCE MANAGEMENT & INSPECTION

	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
Data provision	Each LA will need to provide key data to the RAA on performance.		
Data analysis		The RAA will produce a 6 monthly report to each LA on performance	An agreed reporting schedule will need to be agreed with the Board to avoid the RAA being required to produce a large number of different reports in different

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	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
			formats.
OFSTED	The future role of OFSTED in adoption is currently under review and future requirements are currently unclear.		

9.6 MISCELLANEOUS SERVICES

	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
Birth parents support to prevent recurring proceedings	TBC	TBC	
The RAA will provide a service to step parents who wish to		RAA to provide/Commission	

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	RESPONSIBILITIES OF THE LOCAL AUTHORITY (BEING THE ORIGINAL AUTHORITY AS DEFINED IN THIS AGREEMENT)	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY/INTEGRATED SERVICE	NOTES
adopt (non agency adoptions)			
Intercountry adoptions	An intercountry adoption service is commissioned by North West local authorities to oversee all inter country adoptions		

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SCHEDULE 2 INFORMATION SHARING AGREEMENT

[Form of Information Sharing Agreement to be inserted]

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SCHEDULE 3 GOVERNANCE

THE MANAGEMENT BOARD

1.1 The Management Board will comprise of:

(i) The Directors of Children’s Services for each Participating Authority (or their nominated officer)

- 1.1 Each member of the Management Board shall have delegated authority to make decisions at the Board, relating to the Terms of Reference detailed in Paragraph 3, on behalf of their Authority, save for those matters which shall be referred back to the Authorities for resolution in accordance with the terms of this Agreement.
- 1.2 Board Members may invite representatives from the voluntary sector, Adopters and adoptees to attend Board Meetings.

2. MEETINGS AND DECISIONS

- 2.1 The Management Board shall meet quarterly, and at dates to be arranged in advance, with a minimum of four meetings to be held in any Year.
- 2.2 The Management Board shall annually elect a Chair, and who shall serve for a twelve month period.
- 2.3 To constitute a quorate meeting of the Management Board all members must be present.
- 2.4 A Management Board member may appoint an authorised deputy to attend any Management Board meeting on his or her behalf. Where practicable the Management Board should be made aware of such substitution prior to it taking effect. Authorised deputies shall count for the purpose of constituting at quorate meetings.
- 2.5 Any meeting of the Management Board may be summoned by any Board Member on the giving of not less than 5 working days’ notice to all other members of the Management Board, and such meeting must be held within 3 working days following expiration of the notice.
- 2.6 Each member of the Management Board will use all reasonable endeavours to reach a consensus on decisions, acting reasonably and co-operatively in order to reach agreement which contributes to the success of the Integrated Service.
- 2.7 Any decision of the Management Board will be passed by a majority vote. In the event of there being an equal number of votes cast, the Chair shall have the casting vote.
- 2.8 The agenda for each meeting will be prepared and circulated by the Regional Adoption Service Manager 3 working days prior to the meeting (save for requests in accordance with 2.5 above). Any party may request an item be added to the agenda if this is done at least 24 hours prior to the meeting taking place.

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- 2.9 Members of the Management Board may invite one or more officers from the Participating Authorities to attend meetings of the Management Board.
- 2.10 The minutes of the proceedings of every meeting shall be drawn up by the Host Authority. Copies shall be circulated to all those in attendance within 2 weeks after the date of such meeting.

3. TERMS OF REFERENCE

- 3.1 The activities of the Management Board shall include:
- (a) Determining the strategic direction of the Integrated Service
 - (b) Oversee the appointment/s and designation of Manager/s*
 - (c) Setting monitoring and reviewing Integrated Service Standards
 - (d) Monitoring performance to include financial performance including budget spend
 - (e) Resolve any conflicts between competing interests of the Participating Authorities
 - (f) Review the governance arrangement set out by the Agreement
 - (g) Resolve any disputes referred to it via the escalation procedure
 - (h) Ensure that the Integrated Service safeguards children and adoptive parents and further protects the communities of the Participating Authorities
 - (i) Develop the budget strategy based on funding made available by the Participating Authorities
 - (j) Approve any changes to the budget guidelines and approve the Integrated Service budget
 - (k) Approve the annual budget, funding mechanisms, savings targets and any business cases for investment.
 - (l) Review and agree the quarterly budget monitoring

PART II – THE Operations Group

4. MEMBERSHIP

- 4.1 The Operations Group will comprise of:
- i. Senior Officers in each Participating Authority responsible for looked after children and nominated by the relevant Director of Children’s Services.
 - ii. The Regional Adoption Service Manager or his/her representative
- 4.2 Each member of the Operations Group shall have delegated authority to make decisions, at group meetings relating only to the Terms of Reference detailed in Paragraph 6, on behalf of their Authority, save for those matters which shall be referred back to the Participating Authorities for resolution in accordance with the terms of this Agreement

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5. MEETINGS AND DECISIONS

- 5.1 The Operations Group shall meet quarterly, and at dates to be arranged in advance, with a minimum of four meetings to be held in any Year.
- 5.2 The Operations Group shall elect a Chair, who shall not be the Regional Adoption Service Manager, to serve for a 12 month period.
- 5.3 To constitute a quorate meeting of the Operations Group all members must be present. However, if a matter relates only to one Participating Authority, decisions may be taken by the representative of that Authority and the Regional Adoption Service Manager without the consent of the entire Operations Group. However, the entire Operations Group shall be informed of such decisions at the next meeting of the Operations Group.
- 5.4 A member of the Operations Group may appoint an authorised deputy to attend any Operations Group meeting on his or her behalf. Where practicable the Operations Group should be made aware of such substitution, prior to it taking effect. Authorised deputies shall count for the purpose of constituting the quorate meeting.
- 5.5 Any meeting of the Operations Group may be summoned by any member on the giving of not less than 5 working days' notice to all other parties and such meeting must be held within 3 working days following expiration of the notice.
- 5.6 Each member of the Operations Group will use all reasonable endeavours to reach a consensus on decisions, acting reasonably and co-operatively in order to reach agreement which contributes to the success of the Integrated Service.
- 5.7 Any decision of the Operations Group will be passed by a majority vote. In the event of there being an equal number of votes cast, the Chair shall have the second or deciding vote.
- 5.8 Any issues which cannot satisfactorily be agreed by the Operations Group shall be escalated to the Management Board for decision.
- 5.9 The agenda for each meeting will be prepared and circulated by the Regional Adoption Service Manager 3 working days prior to the meeting (save for requests in accordance with 5.5 above). Any party may request an item be added to the agenda.
- 5.10 The minutes of the proceedings of every meeting shall be drawn up by the Regional Adoption Service Manager. Copies shall be circulated to all those in attendance within 2 weeks after the date of such meeting.

6. TERMS OF REFERENCE

- 6.1 The activities of the Operations Group shall include:
 - (a) Developing practice and joint working between the Participating Authorities and the Integrated Service
 - (b) Monitoring and reviewing Integrated Service Standards
 - (c) Monitoring performance to include financial performance including budget spend and reporting this to the Management Board
 - (d) Resolving any operational difficulties or disputes between competing interests of the Participating Authorities

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- (e) Ensuring that Integrated Service safeguards children and adoptive parents and further protects the communities of the Participating Authorities

Part III – REGIONAL ADOPTION SERVICE MANAGER

7. APPOINTMENT

- 7.1 The Participating Authorities have appointed a Regional Adoption Service Manager.

8. TERMS OF REFERENCE

- 8.1 The activities of the Regional Adoption Service Manager shall include, but shall not be limited to:
 - (a) Attending and advising the Management Board
 - (b) Providing general day to day management of the Integrated Service
 - (c) Attending scrutiny meetings across all Participating Authority areas
 - (d) Managing staff and resources
 - (e) Driving and continuing to improve the performance of the Integrated Service teams
 - (f) Developing and maintaining partner relationships
 - (g) Reporting to the National Adoption Board as required
 - (h) Reporting to the Host Authority Chief Executive situations where differences between agencies are impeding work

This list is not exhaustive. A fuller list of duties and obligations are outlined in the Job Description at Schedule 7.

SCHEDULE 4 FUNDING ARRANGEMENTS

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SCHEDULE 5 SUPPORT SERVICES AGREEMENT

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SCHEDULE 6 FORM OF SECONDMENT LETTER

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SCHEDULE 7 REGIONAL ADOPTION SERVICE MANAGER JOB DESCRIPTION



human resources

**Stockport Council
Job Description**

**Post Title: Regional Adoption Agency Manager
Service Area: Regional Adoption Agency**

Directorate: Safeguarding and Prevention.

Team:

Salary Grade: TBC

Post Reports to: Children Services Director

Post Responsible for:

Service Managers, Team Managers and teams in Regional Adoption and Post Adoption services. Operational posts linked to 5 local authorities

Business support manager. Marketing and Comms officer

Main Purpose of the Job:

- Overall responsibility and Accountability for the design and implementation of the Regional Adoption service, for the transition of 5 la services into 1 integrated body and for subsequent management of that service in line with DFE funding requirements.
- To provide clear and visible leadership for the service in the delivery of excellent regional adoption and Permanence services, ensuring that the corporate and strategic objectives of the 5 local authorities are

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embedded in service design and delivery.

- To lead the delivery of a single, fully integrated Adoption Service that provides the highest quality, service provision to Manchester, Stockport, Trafford, Salford and Cheshire East local authority areas, improving performance and outcomes across the region.
- Plan for and ensure the delivery of improved adoption and permanence services, including recruitment, placement activity, and multi-agency support for children, Adopters and birth families, and integration with care planning services in the 5 partner authorities in order to drive improved outcomes.
- To be the principal advisor to the Board of the Regional Adoption Agency and elected members in each authority on all the key issues relating to Adoption Service so that the service can be flexible to local, regional and national trends, priorities, regulation and legislation and adjust accordingly.
- To take the lead role in the development of regional and national approaches to the delivery of adoption and permanence services, including collaboration with the voluntary sector.
- To be accountable for a large and complex budget and to be responsible for effective deployment of resources to meet statutory and regulatory requirements, best practise standards and to develop opportunities for income streams and innovation.
- Liaison and collaboration with council (la) key individuals such as Directors, Chief Executives, Elected Members, Commissioners, and Corporate Leadership teams.
- Liaison and collaboration with key partners, Greater Manchester Combined Authorities (GMCA), health foundation trusts, communities, private sector providers, public agencies, voluntary bodies and statutory authorities as required to maximise opportunities for the RAA ; to provide information and advice and to identify developmental and collaborative opportunities.

Job activities: Summary of Responsibilities and Key Areas:

1. Strategic responsibility for the design, integration, delivery and future development of adoption and permanence services in the partnership local authorities. To develop the RAA, s permanence service to include all forms of legal permanence.
2. To be accountable for the effective deployment of resources to meet statutory ,regulatory and best practise standards, to improve performance across the region .To lead and manage the integrated service with key responsibility for improving outcomes for children, young people ,adoptive families and birth parents.
3. To be responsible for the development and delivery of services in line with agreed objectives across all 5 LAs, in line with agreed standards, designed to improve outcomes and reduce inequalities for users and carers across the region

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4. To be accountable to the RAA board for setting local priorities and targets ,to monitor progress against those targets and deliver service improvement through effective business planning and a robust performance management framework.
5. To promote effective and sustainable working relationships and collaborative opportunities with the voluntary sector partners in the RAA and more widely across statutory ,voluntary and independent sectors and with service users.
6. To be responsible for the development of hub and spoke based service provision and to drive the alignment of these specialist adoption services with care planning services in each La.
7. To develop and model cultural change and promote communication that is clear, effective and transparent at all levels across local authority and voluntary sector services.
8. To embed a strong leadership culture focusing on performance, driving continuous improvement and playing a key role in enabling and encouraging creative and productive networks to form; emphasising the importance of relationships, influence and connecting people.
9. To take an active role in developing regional collaborative opportunities in adoption and permanence with a particular focus on the opportunities emerging in the development and work of the GMCA and other Regional Adoption Agencies
10. To be accountable for compliance with DFE expectations in terms of funding and reporting
11. To be the principal advisor to the Board of the Regional Adoption Agency and elected members in each authority reporting on performance and the key issues arising within the RAA. To be accountable for assurance and quality information to the board and to appropriate forums in the 5 LAs and wider partnership.
12. To be responsible for seeking out and developing new and innovative approaches to delivery of integrated adoption services and to work strategically and collaboratively with partners and key stakeholders to improve service delivery and outcomes
13. To be responsible for commissioning and procurement of services, in conjunction with specialist commissioning and contracting staff, to ensure an appropriate range of high quality and effective services are available ,as determined by needs analysis, in a manner which maximises opportunities, ensures operational delivery is in line with commissioning intentions and evidences value for money.

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14. To be accountable for the allocated budget of the RAA and to negotiate across financial systems in each La to a standard that meets the Council's Financial Regulations, and to work closely with partnering authorities to deliver efficiencies as required.
15. To be responsible for the provision of timely and accurate data and analysis on the performance of the service as a whole and for each participating La as required.
16. To be responsible for ensuring that children, young people, adoptive families and birth parents are enabled to fully participate in planning and evaluation of service provision.
17. To be responsible for the implementation of the Regional Adoption agency Strategic Plan and Business Plans, ensuring that joint planning, delivery and monitoring arrangements are operational, that business objectives are in line with strategic goals and targets, and that national and local objectives are being met.
18. To be responsible for, in partnership with each la, the effective recruitment of staff in the RAA.
19. To be responsible for the establishment of effective organisation, deployment, motivation and leadership of the staff within the integrated service.
20. To be responsible for the Establishment of effective management and leadership structures within the integrated RAA, facilitating shared governance and engaging front line staff.
21. To work with partner organisations to oversee and develop the human resources, training and workforce plan that meets the developing needs of the service.
22. Working with each La to be responsible for ensuring staff employed by the 5 participating authorities are meeting the requirements of registration, attaining the right level of continual professional development and experience.
23. To maintain and monitor an annual appraisal/PDP process, so that individual and service objectives are met.
24. To engage with Elected members in each La Responding to information requests as required
25. To actively seek the engagement of members, senior officers and partners in the RAA partner agencies, both la and voluntary sector.
26. To be accountable for the exercise of good governance at all times and ensure the service complies with all relevant legislation.

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27. To contribute to the diversity policies of all partner organisations, both in delivering services and in the role of manager through implementing diversity action plans. To provide an open and supportive environment where all employees have the opportunity to reach their full potential.
28. To work positively and inclusively with colleagues and customers so that the service provides a work environment and delivers services that do not discriminate against people on the ground of their age, sexuality, religion or belief, race, gender or disabilities.
29. To work flexibly in the interests of the service. This may include undertaking other duties provided that these are appropriate to the employee's background, skills and abilities. Where this occurs there will be consultation with the employee and any necessary personal development will be taken into account.
30. To represent the RAA and partnering local authorities at meetings as appropriate locally, regionally and nationally.
31. To ensure that services operate to a standard which meets participating councils Financial regulations
32. There will be a series of key domains of performance where the post holder will be expected to manage and operate services whilst meeting the performance targets. These include;
33. Monitor compliance framework
34. Service Performance and national targets
35. Contractual Performance targets
36. The post holder will be required to ensure they are up to date in respect of national trends, policy, legislation, guidelines, initiatives and best practise and to ensure service planning and delivery takes these into account.
37. The post holder will need to ensure that services operate to the required clinical, professional and corporate governance standards.
38. The post holder will be required to undertake any other responsibilities and duties commensurate with the grade of the post as required by the Head of Stockport Family.
39. To undertake any other duties which may be assigned to the post holder by the post holder's line manager.

Additional duties:

To work positively and inclusively with colleagues and customers so that the Council provides a workplace and delivers services that do not discriminate against people on the ground of their age, sexuality, religion or belief, race, gender or disabilities.

To fulfill personal requirements, where appropriate, with regard to Council policies and procedures, health, safety and welfare, customer care, emergency, evacuation, security and promotion of the Council's priorities.

To work flexibly in the interests of the service. This may include undertaking other duties provided that these are appropriate to the employee's background, skills and abilities. Where this occurs there will be consultation with the employee and any necessary personal development will be taken into account.

**Stockport Council
Competency Person Specification**

Post Title:

The criteria listed below represent the most important skills, experience, technical expertise and qualifications needed for this job role.

Your application will be assessed against these criteria to determine whether or not you are shortlisted for interview. Any interview questions, or additional assessments (tests, presentations etc.) will be broadly based on the criteria below.

Competency	SCORE					Essential or Desirable
	0	1	2	3		
Experience of leadership and management at a strategic level in a complex and multi-functional public sector environment, working and providing advice in a political context and where appropriate experience at a senior level within the context of the services that the role is accountable for.						Essential
Experience of leading successful placement services for looked after children						Essential
Experience of service/business planning and of leading change/redesign programmes and financial/budgetary regimes						Essential
Evidence of developing and delivering innovation within challenging environments. Able to build a shared vision, develop partnerships, resolve complex problems and facilitate change sensitively.						Essential
Experience of advising and building effective working relationships with senior officers and elected members; inspiring trust and confidence and demonstrable evidence of political awareness. Knowledge of Local Authority procedures						Essential

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and systems including the political environments.						
Evidence of successful working across organisational boundaries and in partnership/collaboration at a local, sub regional and regional level. Ability to represent the Council externally, both professionally and in a leadership role.						Essential
Experience of managing a large service with complex demands. Leading the Service to get the best from staff, developing where necessary and challenging performance when needed. Leading individuals, showing genuine concern, being accessible, enabling, encouraging and questioning.						Essential
Excellent planning, research, organisational and decision making skills. Ability to analyse and interpret information and data and to present to a wider audience.						Essential
Experience of working with commissioners and supporting and influencing the effective commissioning of high quality services.						Desirable
Evidence of effective project management skills and the ability to lead and deliver projects and programmes.						Essential
A social work qualification and registration with the relevant regulatory body.						Essential
Evidence of continuous professional/leadership development.						Essential
Understands and actively supports Stockport Council's diversity and equality policy.						Essential
To meet Stockport Council's standard of attendance.						Essential
A willingness to be flexible in a changing environment						Essential

Scoring key

0 – Not met essential criteria

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- 1 – Partially meets essential criteria
- 2 – Meets criteria
- 3 – Exceeds criteria
- 4 - Exceptional

SCHEDULE 8 INSURANCE LETTER

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