

Cabinet Member for Children and Families

Agenda

Date: Wednesday, 21st June, 2017

Time: 3.45 pm

Venue: Room F9 - Westfields, Middlewich Road, Sandbach CW11 1HZ

The agenda is divided into 2 parts. Part 1 is taken in the presence of the public and press. Part 2 items will be considered in the absence of the public and press for the reasons indicated on the agenda and at the foot of each report.

It should be noted that Part 1 items of Cheshire East Council decision making and Overview and Scrutiny meetings are audio recorded and the recordings will be uploaded to the Council's website

PART 1 – MATTERS TO BE CONSIDERED WITH THE PUBLIC AND PRESS PRESENT

1. Apologies for Absence

2. Declarations of Interest

To provide an opportunity for Members and Officers to declare any disclosable pecuniary and non-pecuniary interests in any item on the agenda.

3. Public Speaking Time/Open Session

In accordance with Procedure Rules Nos.11 and 35 a period of 10 minutes is allocated for members of the public to address the meeting on any matter relevant to the work of the body in question. Individual members of the public may speak for up to 5 minutes but the Chairman or person presiding will decide how the period of time allocated for public speaking will be apportioned where there are a number of speakers. Members of the public are not required to give notice to use this facility. However, as a matter of courtesy, a period of 24 hours' notice is encouraged.

Members of the public wishing to ask a question at the meeting should provide at least three clear working days' notice in writing and should include the question with that notice. This will enable an informed answer to be given.

Please contact Cherry Foreman on 01270 686463
E-Mail: cherry.foreman@cheshireeast.gov.uk with any apologies or requests for further information or to give notice of a question to be asked by a member of the public

4. **Adoption Counts: Regional Adoption Agency** (Pages 3 - 164)

To consider the above report.

Cheshire East Council

Portfolio Holder Decision

Cabinet Member for Children and Families

Date of Meeting: 21st June 2017

Report of: Nigel Moorhouse, Director of Children's Social Care

Subject/Title: Adoption Counts: Regional Adoption Agency

Portfolio Holder: Cllr George Hayes, Children and Families.

1. Report Summary

- 1.1 On 8th March 2016 Cabinet resolved that Cheshire East Council enter a Regional Adoption Agency with Trafford, Stockport, Manchester and Salford Councils and decisions concerning the specific detail of arrangements be delegated to the Portfolio Holder in consultation with the Director of Children's Services and the Director of Legal Services.
- 1.2 The five local authorities have subsequently created a single Regional Adoption Agency, to be known as **Adoption Counts**, which will deliver unified adoption services across the geographical boundaries of the five authorities.
- 1.3 The terms relating to the establishment and operation of Adoption Counts are contained in the Integrated Services Agreement.
- 1.4 ***The full Integrated Services Agreement is contained in the appendix to this report together with all final Schedules as follows***
 - ***Details of the Integrated Service Provision***
 - ***Governance arrangements***
 - ***The Secondment Letter***
 - ***Support Services Agreement***
 - ***Funding Arrangements***
 - ***Information sharing protocol***
 - ***Insurance letter***
- 1.5 Pursuant to the Integrated Services Agreement and Regulation 12(7) of the Public Contracts Regulations 2015, the five authorities have agreed that Stockport Borough Council will be the host authority for Adoption Counts.

2. Recommendation

- 2.1. The Portfolio Holder following consultation with the Executive Director of People and Director of Legal Services approves the Council entering into an Integrated Services Agreement with Trafford, Stockport, Manchester and Salford Councils from 3rd July 2017. Such agreement to be substantially in the form of the agreement attached to this report.

3. Other Options Considered

- 3.1 The Government have made it clear that there is no option for adoption services to remain as they currently are.
- 3.2 Other partnership options were considered during the bid stage but the strength of established arrangements in Four4 adoption offered the greatest potential for success.

4. Reasons for Recommendation

Background Development

- 4.1 In May 2015 the Government announced changes to the delivery of adoption services stating that by 2020 all adoption services would need to be delivered on a regional basis. The premise for this being 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.
- 4.2 In July 2015 it was further announced that local authorities would bid for funding to become a pilot Regional Adoption Agency (**RAA**) operating for 1 year from April 2016. It was also confirmed that if a local authority did not have plans in place to join a RAA by 2017 then this would be selected for them. Subsequently 22 of the 23 North West local authorities submitted various regional bids for funding under the pilot scheme by the deadline of July 2015. The main consideration was for each RAA to have a minimum of 200 children a year adopted and services should be an integration rather than collaboration.
- 4.3 For a number of years Cheshire East had been working closely with Tameside, Stockport and Trafford as part of Four4adoption. This award winning partnership of four local authorities had worked together to make the adoption process as seamless and effective as possible for children waiting for adoption.
- 4.4 Given the success of four4adoption Cheshire East looked to build on this work to form an effective RAA bid. Tameside took the early decision to join a south Pennines partnership. The remaining 3 authorities subsequently developed a strong bid which added Manchester and Salford thus ensuring the requisite number of prospective children and adopters met bid requirements.
- 4.5 This bid was accepted by the DfE as a Grade 1 bid indicating its strength to move forward.

- 4.6 Cheshire East adoption services were judged to be 'Good' by Ofsted in July 2015. The strengths of our relationships with our partner local authorities in Four4adoption were recognised as part of the inspection process.
- 4.7 Trafford and Stockport adoption services are also judged to be 'Good'. Manchester was judged to be 'Inadequate' and Salford 'Requires Improvement'. A term of the bid process was to demonstrate how integrated arrangements across local authorities would spread and share good practice.
- 4.8 Both Manchester and Salford have a diverse population in terms of adopters and children and this further enhanced the regional bid.
- 4.9 Over the last 18 months a Project Board has been in place to oversee the project plan and work streams. The Board operates at an appropriately senior level and includes the Directors and/or Assistant Directors of the five local authorities.
- 4.10 The Project Board ensured a Transition Plan was submitted to the DfE last year. This outlined how the local authorities would move from current arrangements to Adoption Counts covering the existing local authority areas. The DfE have remained very supportive of the plans and have commended the work as a model of good practice.
- 4.11 Within Cheshire East a Task and Finish Group with senior membership from Children's Social Care, Legal Services, IT, HR, and Finance has overseen the development of the Integrated Services Agreement.

Adoption Counts

- 4.12 The objectives of Adoption Counts will be :
- To provide children with the right adopters at the right time, approving those equipped to meet the needs of children waiting. Utilising effective marketing and recruitment of prospective adopters.
 - To minimise changes of plan away from adoption.
 - To reduce delay and improve timescales for matching and placement for all children, working with care planning processes in each Council. To improve early identification / twin track planning and to achieve best practice and consistency across the region.
 - To improve earlier permanency planning using concurrent planning and foster to adopt.
 - To take innovative approaches to placing 'hard to place' children, linking children with adopters from enquiry stage onwards where appropriate and by thoroughly preparing children and families for placements.

- To reduce the likelihood of placement breakdown through timely and improved matching, preparation and adoption support.
- To form strong and productive partnerships with adopters, adoptees and the voluntary sector ensuring that customer feedback and the views of service users are fully heard.
- The core business of Adoption Counts will be marketing and the recruitment of adopters, assessment and approval of adopters including coordination and operation of the Adoption Panel, supporting care planning in the member authorities including the matching of children to adopters, and ensuring effective adoption support planning.

4.13 The first year of operation will be a transitional year for Adoption Counts. Stockport MBC has worked with each participating authority to identify an agreed amount of funding for the first year of operation which incorporates the participating authorities current budget plus any known operational charges.

4.14 This amounts to £702,844 for a full year, equating to £527,133 for nine months for Cheshire East Council in 2017/18. This represents an allocation of existing budget levels based on identified service posts being part of the RAA. There is no requirement for any additional Budget for running costs or any savings at this stage.

4.15 All participating Authorities aspire to funding Adoption Counts based on an agreed measure of activity. During the first year of operation Stockport MBC as host will lead on a review of the activity and cost drivers of the Integrated Service and will work with all participating authorities to implement a funding mechanism for years two and three. The funding mechanism will be reviewed and agreed by board members.

4.16 It is anticipated that this could see a reduction in the funding commitment for Cheshire East from 2018/19. This is on the basis that other councils in the RAA have lower net costs as a result of greater levels of income although activity levels are similar to Cheshire East. As income levels are reduced through placing children through the RAA then, if activity is maintained, other councils should pay more towards overall costs reducing the Cheshire East element. However, any change is subject to agreement and each member authority will be facing similar financial challenges. Therefore, no savings are recognised at this stage.

4.17 Staff across the partners have been engaged in work streams to plan operational issues for the new agency. This included;

- Care planning, family finding and matching
- Recruitment, assessment and preparation
- Adoption and permanence support.

In addition separate work streams have ensured plans are in place for Finance, IT, HR, commissioning arrangements for support services and

marketing and communication. All work streams have reported to the Project Board.

- 4.18 Cheshire East staff, along with other partners, will be seconded to Adoption Counts which is hosted by Stockport MBC. Current Cheshire East staff will remain Cheshire East employees and would return to Cheshire East should the service cease.
- 4.19 The secondment will be reviewed after 12 months. The options at that stage are likely to be:
- Continuation of secondment to the host authority, Stockport Council
 - TUPE transfer to the host authority, or another organisation responsible for the original authority's adoption services
 - Ending of the secondment arrangement with the post and employee reverting back to the original authority
- 4.20 Following staff consultation most staff in Cheshire East were offered their first choice of post within Adoption Counts. One staff member was offered their second choice of post though it is located at their first preference of location (Cledford House).
- 4.21 Staff have been fully involved in the planning stages with regular feedback sessions, a monthly newsletter and engagement in the relevant work streams
- 4.22 Consultation with the Unions was also an intrinsic part of the planning process.
- 4.23 Adoption Counts will operate out of a main hub office in Wythenshawe, south Manchester. This location has ease of transport links to all 5 authorities. Three 'Spoke' offices will also be in place one of which will be at Cledford House in Middlesbrough. Most Cheshire East staff will remain based at Cledford House where Adoption Counts staff will be based subject to licence with Cheshire East Council. Six desk spaces have been agreed at Cledford House for the use of Adoption Counts.
- 4.24 The 'Hub' will provide
- A centralised marketing function
 - A centralised team to receive recruitment enquiries
 - A central register of children and carers
 - A data and performance management function
 - Centralised administration of Adoption Panel
 - Centralised tracking of children and carers
 - centralised linking and matching functions
 - A strategic plan for the delivery of adoption support across the region.
- 4.25 The 'spoke' offices covering North, Centre and South of the region will deliver

- Adopter preparation
- Early identification of the children being looked after by each Council and likely to require adoption
- The capacity and skills to place children and support adopters
- Adoption support services

4.26 Insurance

- **Employers Insurance** – Each Council will bear its own liability for seconded employees and if it can be shown another Council is responsible for the injury then we would be encouraged to subrogate against the negligent party
- **Public Liability: injury to child** – This risk is to remain firmly with the placing Council as they have the statutory duty. Also any claims made by the adoptive parents, should there be one, would again be with the placing authority.
- **Public Liability: General** – this rests with the employing authority of the employee responsible for the injury.
- **Public liability: Defective Premises and other occupier liability claims:** this will rest with the Council who have supplied the offices and equipment.
- **Official Indemnity** – Financial Loss; A claim purely for financial loss by a child will rest with the placing authority.
- **Official Indemnity** – Data Protection breach – In the event of a DP breach, the claim will rest with the Authority identified as being responsible for the leak. If responsibility for the leak can't be clearly established, the claim will be shared on an equal basis by all partner authorities irrespective of liability, with Stockport as the host authority and their respective insurers handling the claim.

4.27 Information governance and IT arrangements have been fully considered and will continue to be reviewed as the structure of Adoption Counts takes shape. An integrated IT solution will support the work of Adoption Counts subject to further market evaluation and procurement.

4.28 The Integrated Services Agreement (appendix 1) together with all the final schedules (also attached) set out the full details of the working arrangements for Adoption Counts. This has been subject to ongoing scrutiny and agreed by officers from the relevant Cheshire East departments including HR, Finance, Legal Services, IT and Children's Social Care and Insurance.

5. Background/Chronology

5.1 The background and chronology to the government requirements to form a RAA have been provided within the report summary.

6. Wards Affected and Local Ward Members

- 6.1. Prospective adopters and children placed for adoption may reside in all wards. This is a very small number of people, upto 30 children and 30 adopters per annum.

7. Implications of Recommendation

7.1. Policy Implications

- 7.1.1. Policy in the Council will remain unchanged

7.2. Legal Implications

- 7.2.1. The powers to undertake the regionalisation of Adoption Services are contained in S16 of the Education and Adoption Act 2016 which allows local authorities to cease provision of their adoption service and gives the Secretary of State powers to direct that local authority adoption services be provided by another local authority or adoption agency.
- 7.2.2. S113 of the Local Government Act 2017 allows 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.
- 7.2.3. S1 of the Local Authorities (goods and Services Act) 1970 enables a local authority to enter into an agreement to provide another other authority with goods and services, including administrative, professional or technical services.

7.3. Financial Implications

- 7.3.1. Services will be provided within existing budgets supported through its development phase by funding via the pilot scheme.
- 7.3.2. There will be additional support time in preparing invoices to the RAA for staff time and other costs each quarter.

7.4. Equality Implications

- 7.4.1. There will be no implications

7.5. Rural Community Implications

- 7.5.1. There will be no implications.

7.6. Human Resources Implications

7.6.1. No further implications beyond those already addressed.

7.7. Public Health Implications

7.7.1. There will be no implications.

7.8. Implications for Children and Young People

7.8.1. Adoption Counts will build on existing best practice ensuring children with a plan for adoption have the best choice of placements and achieve permanence in a timely and appropriate way.

8. Risk Management

8.1 There is a risk to the Authority if it fails to join a RAA; this would include the Government directing how its services would be delivered.

8.2 There is a threat to corporate reputation if Adoption Counts delivers poor performance or costs higher than expected. The Adoption Counts Board is overseeing the management process with financial and performance management at its heart.

8.3 Business disruption during the process of change. Whilst some disruption to existing services is likely, the DfE have granted additional resources to manage the transition process in order to keep this risk to a minimum.

9. Access to Information/Bibliography

10. Contact Information

Contact details for this report are as follows:

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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

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.

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

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

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 INSEPTIONS

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
Case Responsibility	<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>	
Early identification of children requiring adoption	<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	<p>including:</p> <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"> • 	<p>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 w o</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">	o r m o r e H a s a di s a bi lit y o r m e di c al c	

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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>		
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			
Preparation of the child	<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>	The RAA could compile life story books if resourced appropriately.
	The LA will be responsible for producing the Later Life Letter		
Linking and	The LA, by agreement, will meet the costs of introductions	The RAA will take lead responsibility for all aspects of the linking and matching process,	

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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

- (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

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.

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.

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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SMBC – Regional Adoption Agency (RAA)

Information Sharing Agreement between

Stockport Metropolitan Borough Council

And

Manchester City Council

Salford City Council

Trafford Metropolitan Borough Council

Cheshire East Borough Council

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1 INTRODUCTION

1.1 In June 2015 the government announced changes to the provision of adoption services by proposing that adoption services be delivered on a regional basis by 2020¹.

1.2 As a consequence, it has been agreed by the Parties that certain adoption services set out in Section 1.5 now provided locally by the following local authority areas, be brought together in a single Regional Adoption Agency (RAA):

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

1.3 The RAA will be hosted by Stockport MBC.

1.4 The benefit of bringing these local authority adoption services into a single RAA aims to:

- increase the number of children adopted
- reduce the length of time children wait to be adopted
- improve post adoption support services to families who have adopted
- reduce the number of adoption agencies thereby improving efficiency effectiveness

1.5 From 1st February 2017 the SMBC hosted RAA, will be responsible for:

¹ DfE: Regionalising Adoption (June 2015)

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437128/Regionalising_adoption.pdf

(last accessed 4/11/2016)

- the recruitment of persons as prospective adopters;
- the assessment of prospective adopters' suitability to adopt a child;
- the approval of prospective adopters as suitable to adopt a child;
- identifying a particular approved prospective adopter with whom it proposes a child be placed, as soon as reasonably practicable².
- managing the process by which recommendations in individual cases are formally submitted to Adoption Panels and to facilitate consideration by the relevant local authority decision-maker³;
- the provision of adoption support services⁴.

1.6 To identify suitable adopters for particular children, for whom a local authority is the "corporate parent" or where consent to adoption is given by the birth parent, the RAA needs to rely on the timely sharing of information about those children in the care of participating authorities who already are or are likely to become the subject of a Placement Order.

1.7 There are two distinct phases to the data sharing necessary for the effective delivery of services by the RRA. Firstly, the information that participating authorities will need to provide for commencement of the RAA and secondly, the regular information sharing that will need to take place on an ongoing basis thereafter:

Transitional phase – one-off migration of adopter information from the participating authorities to the RAA (including ongoing cases involving child(ren) who may have been matched with prospective adopters but where the decision-making has yet to be concluded at the point records are subject to migration).

Regular data sharing – the exchange of information between the RAA and the participating authorities with legal responsibility for a particular child in

² Adoption Agencies Regulations 2005, Regulation 12A(1)(b) (& Regulations 30A & 32 on the Function of the Adoption Panel & Function of adoption panels in relation to proposed placement

³ Adoption Agencies Regulations 2005, Part II, Sections 3 and 8

⁴ Adoption and Children Act 2002, Section 4 and The Adoption Support Services Regulations 2005 (replacing Adoption Support Services (Local Authorities) (England) Regulations 2003)

need of adoption to enable the SMBC hosted RAA to identify a suitable potential adopter for that child in order to satisfy the duties imposed on the Parties under legislation, regulations and relevant statutory guidance and/or national standards for adoption.

- 1.8 In view of the sensitivity and frequency of the data sharing required, the Parties recognise the fundamental importance of clarifying and documenting their mutual understanding of their respective legal obligations for the management and protection of personal information in respect of the provision of these services, particularly in relation to Data Controller responsibilities under the Data Protection Act 1998 (“the DPA 1998”) and its successor, the General Data Protection Regulation (“the GDPR”) due to come into force on 25th May 2018.
- 1.9 This Information Sharing Agreement (ISA) sets out the agreement between the Parties governing:
- assignment of data protection obligations and responsibilities
 - the legal basis for specified exchanges of personal information
 - compliance with the Data Protection Principles, including fairness, transparency and consent
 - responsibilities for considering valid Subject Access Requests and complaints
 - responsibilities for handling Public Access information requests
 - requirements in respect of confidential commercial information
- 1.10 An ISA does not of itself make the sharing of personal data fair and lawful. Nor does the existence of a legal gateway override the need to comply with the common law duty of confidence and, other relevant legislation, including the particular obligations arising out of the European Convention on Human Rights and the Data Protection Act 1998. This ISA aims to evidence how these legal requirements are addressed, to provide assurance that agreed governance controls are in place to ensure that personal information sharing is managed securely, responsibly and in compliance with the law and with the Information Commissioner’s Data Sharing Code of Practice.

- 1.11 It does not create legal relations between the Parties and is not intended to be legally binding. The Parties are entering into this ISA intending to honour, observe and perform all their obligations towards each other.

2 PARTIES

- 2.1 This Information Sharing Agreement (ISA) is between Stockport Metropolitan Borough Council as host for the RAA and the following local authorities:
- Manchester City Council
 - Salford City Council
 - Trafford Metropolitan Borough Council
 - Cheshire East Borough Council
- 2.2 S.3 of the Adoption and Children Act 2002 (“the AC Act 2002”) places a duty on local authorities to maintain an adoption service within their area, and sets out the minimum facilities that must be made available in the provision of the service⁵.
- 2.3 S.2(1) of the AC Act 2002 clarifies that services maintained by local authorities under s.3 whether provided by a local authority or a registered adoption society may be referred to as an “adoption agency”.
- 2.4 S.3ZA of the AC Act 2002, gives the Secretary of State the power to require one or more authorities to make joint arrangements for all or any of their functions to be carried out on their behalf by a particular authority or one or more adoption agencies⁶.
- 2.5 Though the Secretary of State is yet to exercise this power, the Department for Education has introduced an early adopter programme providing start-up funding to enable some local authorities to enter into voluntary joint arrangements for the delivery of adoption functions in their areas.

⁵ The Adoption and Children Act 2002, section 2(6) defines social services functions as those functions, in particular relating to children within the meaning of the Local Authority Social Services Act 1970

⁶ Inserted into the AC Act 2002 by S.15 of the Education and Adoption Act 2016 (not commenced @17/11/2016)

- 2.6 For the purposes of the DPA 1998 and the GDPR (coming into force in May 2018), the above authorities are individual Data Controllers with distinct legal obligations for ensuring that personal information is processed and shared in accordance with data protection law and other privacy related legislation.
- 2.7 As the RAA is not a separate legal entity, the SMBC as the host authority, is the responsible Data Controller for personal information obtained in relation to the provision of RAA adoption services.
- 2.8 In order to deliver these RAA services, under this ISA personal data will flow from:
- each participating local authority to SMBC as the local authority host for the RAA
 - SMBC as the host for the RAA to participating authorities
- 2.9 For this reason, all of the participating authorities, including SMBC, are Joint Data Controllers when processing personal information in relation to the RAA adoption service as they each remain responsible at different stages of the decision-making process for determining the purpose and the manner in which the personal data is to be processed and they each have a statutory duty for the maintenance of adoption services in relation to their area.

3 PURPOSE FOR SHARING

- 3.1 From 1st February 2017 the RAA will be responsible for
- the recruitment and assessment of persons applying to become adopters and for matching children in need of adoption with suitable potential adopters
 - managing the process by which recommendations in individual cases are formally submitted to Adoption Panels and to facilitate consideration by the relevant local authority decision-maker

- 3.2 To deliver this integrated service, the participating authorities and the RAA will need to:
- share non commercial and confidential commercial information in accordance with the requirements set out in the 'Integrated Services Agreement Relating to the Establishment of a Management Board and provision of a Regionalised Adoption Service';
 - disclose and receive personal data and sensitive personal data
- 3.3 Personal and sensitive personal data is defined in section 1 of the DPA 1998 and hereinafter is collectively referred to as "Specified Data".
- 3.3 Specified Data will be exchanged between the RAA and participating authorities for:
- the primary purpose in 3.1;
 - for any other supplementary or incidental purpose contributing to improving the adoption service for children and prospective adopters;
 - for reviewing and evaluating the effectiveness of this new delivery model
 - to the extent this is in accordance with the adoption law.

4 LEGAL BASIS FOR DATA SHARING

- 4.1 In order to discharge their adoption functions, participating authorities rely on statutory provisions which confer implied and express data sharing powers across a broad range of legislation. While the Children Act 1989 outlines the general framework for the support of children in need and planning for their future if they become looked after, the Adoption and Children Act 2002 (as amended) and associated regulations provides the main framework governing adoption law. Relevant child protection and adoption legislation is listed in Appendix 1. This is not necessarily an exhaustive list. A separate list of statutory guidance, non statutory guidance and the National Minimum Standards for Adoption is outlined in Appendix 2.
- 4.2 The above legislative framework in combination with the duties of local authorities in relation to children looked after by them in section 22 of the Children Act 1989 and the general duty to co-operate to improve the well being of children in s.10 of the Children Act 2004, provide the legal basis

underpinning necessary and proportionate information sharing between participating authorities and the RAA in order to meet the respective statutory obligations of the individual Parties in the context of delivering an integrated adoption service

Transitional Phase

- 4.3 The Parties agree that migration of Specified Data from each of the participating local authorities to the SMBC hosted RAA will be undertaken in accordance with 4.2 relying on the DPA 1998 processing condition in Schedule 2(5)(d) and, in relation to sensitive personal data, paragraph 4 of the schedule in The Data Protection (Processing of Sensitive Personal Data) Order 2000.

Regular Data sharing

- 4.4 It is further agreed that the regular exchange of Specified Data between each of the participating local authorities and the SMBC hosted RAA will be undertaken in accordance with 4.2 in order to satisfy legal requirements imposed on the Parties by the legislation, regulations, statutory guidance and the National Minimum Standards for Adoption. .
- 4.5 Other than where sharing between the participating authorities and the RAA is consent based (as envisaged in section 6.6), the Parties intend to rely on the data protection processing condition in Schedule 2(5)(d) and in relation to sensitive personal data, paragraph 4 of the schedule in The Data Protection (Processing of Sensitive Personal Data) Order 2000.

5 DATA SHARING PROCESSES & SECURE MEANS

Transitional Phase

- 5.1 Each participating authority will securely migrate the Specified Data to the SMBC hosted RAA to enable the RAA to populate its Adopter Case Management System with:
- personal information about potential adopters

- personal information about children in need of adoption where a potential approved adopter has been identified and the process needs to be progressed
- 5.2 The nature of the Specified Data for this purpose is summarised in Appendix 3 – (A) Transitional Phase..
- 5.3 The timing of the migration of these records, system operability and the secure means by which this is to be achieved will be determined between the RRA IT specialist and each of the local authorities relevant IT leads for Children’s Services.
- 5.4 In accordance with the requirements in Section 6, migration will not occur before prospective adopters are notified by the relevant participating authority that their personal data is to be transferred to the SMBC led RAA.

Regular data sharing

- 5.5 The nature of the Specified Data subject to regular sharing between the Parties is outlined in Appendix 3 – (B) Regular Data Sharing.
- 5.6 The means by which the RAA obtains timely information about children in need of adoption will involve secure exchanges between the professionals in the participating authorities and the RAA on a case by case basis. The secure methods involved will include but are not limited to the following:
- in face to face meetings and case conferences
 - by telephone and via secure email exchanges
 - secure system access
- 5.7 As each participating authority is legally responsible for maintaining the child’s care and adoption record and for ensuring this is accessible to adopted adults in later life⁷, the Parties recognise the necessity of ensuring that the child’s

⁷ Adoption & Children Act 2002: Section 65(1):
“appropriate adoption agency”, in relation to an adopted person or to information relating to his adoption, means—
(a) if the person was placed for adoption by an adoption agency, that agency or (if different) the agency which keeps the information in relation to his adoption”,

complete and unique adoption record continues to be held and maintained by each participating local authority.

5.8 Similarly, the Parties accept that for the RAA to operate effectively and efficiently, designated RAA social work professionals need to have equivalent system user access as that which would apply if they were to be directly employed as a social worker delivering adoption services within any of the participating local authorities.

5.9 For these reasons, subject to observing the safeguards specified in 5.10, the Parties aim to ensure that:

- designated role based RAA social work professionals have secure remote access to the Children's Services database maintained by each of the participating local authorities containing the records of children where consent to adoption is given by the birth parent or who are or will potentially become the subject of a Placement Order;
- access is ideally achieved via a secure interface that allows designated RAA social work professionals to use a single user ID and password to access relevant case records in the 5 local authority Children's systems (including SMBC)
- in addition to viewing rights, designated role based RAA social work professionals are authorised by participating authorities to add relevant information to the record of a child who is or may in future be in need of adoption

5.10 The participating local authorities commit to developing technical controls to ensure that remote system access by designated RAA social workers to individual case records is necessary and proportionate and/or that policy controls are agreed and implemented in order to audit the children's records accessed by designated RAA professionals and to provide assurance that access permissions are used appropriately and not for unauthorised purposes.

- 5.11 In the event a technological solution is unable to facilitate secure remote access, alternative data sharing processes for effective sharing of Specified Data about children in need of adoption between the participating authorities and the RAA will be developed and evidenced in an updated version of this ISA no later than one month after establishment of the RAA.
- 5.12 The RAA and participating authorities will share necessary Specified Data about prospective adopters when this is necessary for assessment purposes and with adoption panels and decision-makers as required at key stages in the adoption decision- making processes.

6 FAIRNESS, TRANSPARENCY & CONSENT

Transitional phase

- 6.1 Participating authorities hold information about people who may have registered an interest in becoming adopters, may be part way through the assessment and approval process or have been approved. Prior to the RAA coming into existence, all the participating authorities (including SMBC) agree to the development and delivery of a communications plan to directly inform the registered adopters in their locality of the formation of the RAA and the change in service delivery arrangements so that registered adopters are aware that the SMBC RAA will be responsible for their personal information from the date on which the RAA is established.
- 6.2 The Parties respect that the above measures are necessary prior to the migration of adopter information to the SMBC hosted RAA in order to meet legal obligations under the first data protection principle of the DPA 1998 and to comply with the Information Commissioner's Privacy Notices Code of Practice.
- 6.3 Once the SMBC hosted RAA becomes responsible for these migrated records, participating authorities will consider and review their local retention

and disposal records in accordance with section 14 to ensure they are not unnecessarily storing duplicate information.

Formation of the SMBC hosted RAA

- 6.4 Coinciding with the formation of the SMBC led RAA, SMBC will publish a privacy notice on the SMBC web site providing information about how it will use personal information received from individuals who wish to be considered as potential adopters and with whom and to what extent it will be shared and why, together with any other information which may be relevant, especially if such use or sharing is unexpected.
- 6.5 Participating authorities will ensure their local communications link to the SMBC RAA privacy notice to alert those in their localities who may in the future be interested in becoming adopters.
- 6.6 Where it is necessary, the SMBC hosted RAA will be responsible for seeking the prior consent of the potential adopters, recording the outcome and for providing assurance and/or information about relevant safeguards and, for ensuring it has processes in place to consider any objections received about the use or disclosure of personal information and to implement decisions reached in individual cases.

7 TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

- 7.1 The Parties shall ensure that irrespective of whether Specified Data is in transit or at rest, it is handled in compliance with all relevant legislation, and recognised industry information security standards.
- 7.2 Relevant legislation includes the Agency Adoption Regulations (AAR) 2005, the Disclosure of Adoption Information (Post-Commencement Adoptions) Regulations (AIR) 2005 and the DPA 1998⁸.

⁸ AAR 2005: Regulation 39, AIR 2005: Regulation 5, DPA 1998: principle 7

7.3 Appropriate technical, security and organisational measures shall be taken to safeguard against unauthorised or unlawful processing of the Specified Data and against accidental loss or destruction of, or damage to, the Specified Data

7.4 These measures shall cover all aspects of information governance, data handling and information security addressing organisational and technical controls such as physical security, system specific security, access privileges, staff reliability and training, including but not limited to ensuring:

- the controls deployed (including the method to be agreed for securely exchanging the Specified Data) are appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Specified Data based on the nature and sensitivity of the Specified Data;
- access to Specified Data complies with the “need to know” principle and is role specific
- where the Specified Data is held on portable devices, or communicated by email appropriate encryption is deployed;
- where Specified Data is stored or transported in paper form physical security safeguards are in place;
- where Specified Data is communicated in person (e.g. face to face or over the telephone) appropriate measures are taken to preserve and maintain confidentiality;
- all reasonable steps are taken to establish the reliability of employees (including permanent, temporary, placements, agency staff, consultants or volunteers) authorised to access the Specified Data (including appropriate vetting of prospective employees, in accordance with recognised industry practice);
- employees authorised to disclose/ receive/ access Specified Data have received appropriate training in the law of data protection and information security;
- contracts and/or organisational policies and Codes ensure employees understand their duty of care and confidentiality obligations, including

the circumstances in which unauthorised access or inappropriate disclosure of personal information may give rise to:

- disciplinary measures if confidentiality is breached or Specified Data is knowingly or recklessly processed in a manner in contravention of the law
- the commission of a criminal offence under s.55 of the Data Protection Act 1998 and/or s.1 of the Computer Misuse Act 1990 if accessing or obtaining Personal Data without authorisation and/or any other specified offences under Adoption legislation;
- reasonable steps are taken to maintain and audit compliance with above measures;
- the technical controls and/or auditing safeguards to monitor system user permissions as outlined in section 5.10 are enforced and subject to periodic reporting and review to ensure that user permissions are not misused.

8 SECURITY BREACH PROCEDURES AND NOTIFICATION

8.1 The Parties confirm they have established Incident Reporting and Management procedures consistent with the Information Commissioner's guidance for investigating and handling security breaches.

8.2 In the event of a breach of security or confidentiality resulting in the compromise of any Specified Data, urgent remedial measures shall be implemented, including where applicable notifying the Party from whom the Specified Data has been obtained. Notification to the disclosing Party must be undertaken urgently and no later than 72 hours after first discovery.

8.3 Depending on the nature of the breach, the Parties acknowledge that it may be necessary for the relevant data controller to notify data subjects and/or relevant regulatory bodies.

9 DATA QUALITY AND ACCURACY

- 9.1 Each Party is responsible for the quality and accuracy of the personal information it obtains, uses and discloses.
- 9.2 Before system driven exchanges of Specified Data common identifiers (not excluding National Insurance Numbers) will be agreed to limit the potential for avoidable mismatches.
- 9.3 If a Party later discovers information is inaccurate, it will take all necessary steps to inform other Parties and recipients to enable the correction or updating of their records/case management systems.

10 OTHER DISCLOSURES AND USES

- 10.1 In relation to a person who has been adopted on or after 30 December 2005, the disclosure of information relating to his adoption is governed by ACA 2002, ss 56-65 and in England by the Disclosure of Adoption information (Post Commencement Adoptions) Regulations 2005. The information covered by these regulations is known as 'section 56 information'. Any s56 information kept by the RAA about an adopted person or any other person and is, or includes identifying information about the person in question('protected information') may only be disclosed by the agency to a person(other than the person that the information is about) in pursuance of ACA 2002 s56-65
- 10.2 For specific and limited purposes, the above Regulations provide for specified persons and bodies to access information from the case record before adoption or, after the making of an adoption order, to the adoption record.
- 10.3 Nothing in this ISA excludes disclosures which may be necessary by the participating authorities and/or the SMBC hosted RAA:
- to provide adoption services; and
 - is consistent with the disclosure obligations set out in the AC Act 2002 and the above Regulations; and

- is not otherwise in conflict with any other legal obligations governing adoption law and practice

10.4 In accordance with these Regulations, a written record of the access and disclosure must be made including:

- a description of the information disclosed;
- the date on which the disclosure is made;
- the person to whom the information is disclosed; and
- the reason for the disclosure⁹.

11 DISCLOSURE OF INFORMATION IN RELATION TO A PERSON'S ADOPTION

11.1 The Parties are aware that in relation to persons adopted:

Before 30/12/2005:

- the Adoption Information and Intermediary Services (Pre-Commencement Adoptions) Regulations 2005 (ISR) provide the framework for disclosing information to adopted adults, aged 18 and over, about their adoption, their family history and early life and for facilitating consented contact between adopted adults and their birth relatives¹⁰.

On or after 30/12/2005:

- Section 56-65 of the AC Act 2002 and the Disclosure of Adoption Information (Post-Commencement Adoptions) Regulations (AIR) 2005 provide for an adopted adult, aged 18 or over, with the right at his request to receive from the appropriate adoption agency any information which would allow him to obtain a certified copy of his birth certificate (unless the High Court or the Family Court otherwise orders) or any prescribed information which had been disclosed to his adopters during the adoption process pursuant to ACA 2002 s54

⁹ Adoption Agency Regulations (AAR) 2005: Regulation 42.3, Disclosure of Adoption Information (Post-Commencement Adoptions) Regulations (AIR) 2005/888: Regulation 11

¹⁰ The Adoption Information and Intermediary Services (Pre-Commencement Adoptions) Regulations 2005 (ISR) are made under the Adoption Act 1976.

- 11.2 Requests for the disclosure of “protected information” about an adopted child or an adopted adult (including requests for “protected information” from an adopted adult), must be made in writing and considered in accordance with the provisions of Section 60 or Section 61 of the AC Act, as supplemented by the Disclosure of Adoption Information (Post-Commencement Adoptions) Regulations 2005.

12 DATA PROTECTION RELATED REQUESTS AND COMPLAINTS

- 12.1 Under section 7 of the Data Protection Act 1998 (DPA 1998) individuals have a statutory right to gain access to personal information held about them and, if it is not accurate to ask for their personal information to be corrected.
- 12.2 This right is not absolute and exemptions apply where the disclosure of the requested personal data is prohibited or restricted by certain enactments and subordinate instruments in the interests of safeguarding the interests of the data subject himself or the rights and freedoms of another individual.
- 12.3 The provisions of the Adoption Agency Regulation 41 will prevail over section 7 of the 1998 Act by virtue of Schedule 1, Part II, paragraph 1 of the Data Protection (Miscellaneous Subject Access Exemptions) Order 2000/419¹¹ exempts the right of subject access in relation to specified adoption records and reports¹².
- 12.4 In the unlikely event of receiving a valid Section 7 request for adoption related information falling outside the terms of the exemption described in 12.3, the recipient will liaise with other relevant Parties in order to determine whether the RAA alone or another participating authority holds the information which is the subject of the request.

¹¹ Data Protection (Miscellaneous Subject Access Exemptions) Order 2000/419 (as amended by The Adoption and Children Act 2002 (Consequential Amendments) Order 2005/3504)

¹² Adoption and Children Act 2002: Sections 57 to 62, 77 and 79 and Schedule 2; Adoption Agencies Regulations 2005 reg 42 subject to Regulation 42, the contents of the child's case records and the prospective adopters case records shall be treated by the adoption agency as confidential: Regulation 14; Adoption Agencies Regulations 2005: Regulation 41

- 12.5 Under Section 10 of the DPA, individuals have the right to make written representations objecting to their personal information being processed where the individual considers this is or has the potential to cause them substantial and unwarranted damage or distress.
- 12.6 In the event of a Section 10 notice or a complaint relating to the processing of Specified Data, the receiving Party will take reasonable steps to consult the Party from whom the personal information was obtained before responding to the request.
- 12.7 The Parties acknowledge their responsibility to ensure valid data protection related requests are processed within statutory time limits and/or in line with local customer services and complaint policies.

13 FREEDOM OF INFORMATION

- 13.1 As public authorities for the purposes of the Freedom of Information Act 2000 (FoIA), the Parties to this ISA acknowledge their responsibilities in relation to handling requests for information.
- 13.2 In line with the Code of Practice issued under Section 45 of the FoIA, the Parties shall cooperate with each other in the event of receiving requests for information about or shared under this ISA.

14 RETENTION AND DISPOSAL

- 14.1 Information relating to the child's case record and the prospective adopter's case record specified in the Adoption Agency Regulations 2005¹³ together with the child's adoption record and the adoptive parents record as specified in the Disclosure of Adoption Information (Post-Commencement Adoptions)

¹³ Adoption and Children Act 2002, Section 56 & Adoption Agency Regulations 2005, Reg. 40: Preservation of case records

Regulations (AIR) 2005¹⁴ must be preserved and retained for as long as is appropriate and only for as long as is necessary.

14.2 In line with Section 65(1) of the AC Act 2002, the relevant authority placing the child for adoption is responsible for maintaining the child's adoption record.

14.3 In the case of participating authorities, this obligation requires the:

- retention of specified information in relation to a person's adoption for at least 100 years from the date of the adoption order¹⁵.

14.4 The SMBC hosted RAA shall be responsible for the maintenance of the adoptive parents record.

14.5 In the case of the RAA these obligations include ensuring:

- the adopter record is retained only for as long as this is required;
- that the prospective adopter's case record and the contents of those case records are at all times kept in secure conditions and in particular that all appropriate measures are taken to prevent the theft, unauthorised disclosure, loss or destruction of, or damage to, the case record or its contents
- formal processes are established to separate any protected information about a child's birth records from the family name of the adopter after the adoption order is granted.

14.6 Each Party agrees to comply with statutory guidance on adoption relating to the retention and disposal considerations relating to the records of children who do not proceed to adoption and the records of prospective adopters who are not approved¹⁶.

¹⁴ Disclosure of Adoption Information (Post-Commencement Adoptions) Regulations (AIR) 2005/888: Regulation 4

¹⁵ Disclosure of Adoption Information (Post-Commencement Adoptions) Regulations 2005 (2005/288): Regulations 3, 4 & 6

¹⁶ Department for Education – Statutory Guidance on Adoption (July 2014) (*issued under section 7 of the Local Authority Social Services Act 1970*) – see Chapter 9

- 14.7 Once Specified Data is no longer required, each Party undertakes to ensure it is securely and permanently disposed of in accordance with documented retention and disposal policies.

15 LOCAL AUTHORITY MAIN CONTACT – RESPONSIBILITIES

- 15.1 Each participating local authority in the RAA shall ensure it has a Lead officer who is the main point of contact for the SMBC hosted RAA.
- 15.2 The Lead officer will be sufficiently senior and the initial point of contact for:
- all operational issues
 - escalating any dispute over the interpretation of the provisions in this agreement
 - breach notification
 - liaison on data protection and freedom of information requests
- 15.3 A list of the Lead officers for each authority and their contact details is outlined in Appendix 4

16 DEFINITIONS AND INTERPRETATION

- 16.1 Appendix 5 outlines the relevant definitions applicable to this ISA.
- 16.2 All data protection terms shall be interpreted in accordance with the meaning ascribed to them in the Data Protection Act 1998 (DPA) and associated regulations.
- 16.3 This ISA is not intended to be legally binding and no legal rights shall arise between the Parties from these provisions save that it is acknowledged that the Parties as Data Controllers are responsible for ensuring that shared Specified Data once within their control shall be managed in accordance with

Adoption law and practice and processed in accordance with the eight data protection principles in the DPA identified in Appendix 6.

17 COMMENCEMENT AND TERMINATION

- 17.1 This ISA shall take effect from the date the Parties fix their signatures below and shall continue in force for as long as SMBC continues to host the RAA or until this ISA is terminated.

18 REVIEW

- 18.1 Other than the circumstances envisaged in 5.11, this ISA will be reviewed no later than February 2017 to reflect any actual or impending changes in policy and/or legislation

19 AUTHORISATION

SMBC – Regional Adoption Agency, Information Sharing Agreement signed for and on behalf of Stockport MBC:

.....

Name:

Position:

SMBC – Regional Adoption Agency, Information Sharing Agreement signed for and on behalf of Cheshire East Council:

Name:

Position:

Organisation:

**SMBC – Regional Adoption Agency, Information Sharing Agreement signed for
and on behalf of Manchester City Council:**

Name:

Position:

Organisation:

**SMBC – Regional Adoption Agency, Information Sharing Agreement signed for
and on behalf of Salford City Council:**

Name:

Position:

Organisation:

**SMBC – Regional Adoption Agency, Information Sharing Agreement signed for
and on behalf of Trafford Metropolitan Borough Council:**

Name:
Position:
Organisation:

APPENDIX 1 – RELEVANT LEGISLATION

Local Authority Social Services Act 1970	<p>Section 7 – Local authorities to exercise social services functions under guidance of Secretary of State.</p> <p>Power for Secretary of State to issue statutory guidance relating to exercise of local authority functions (including adoption guidance)</p> <p>Schedule 1, defines social services functions</p>
Adoption Act 1976 <i>(provisions mostly repealed)</i>	<p>Part IV Status of adopted children</p> <p>Schedule 2 – rights relating to property, para 6</p> <p>Local Authority Adoption Service (England) Regulations 2003/370 <i>(retained under Reg. 15 of The Adoption and Children Act 2002 (Commencement No. 10 Transitional and Savings Provisions) Order 2005/2897 and amended by Local Authority Adoption Service (England) (Amendment) Regulations 2005/3339)</i></p>
Children Act 1989 <i>(as amended by Children and Families Act 2014)</i>	<p>Part III Support for children and families provided by local authorities in England</p> <ul style="list-style-type: none"> • Provision of services for children and their families (section 17) • Duties of local authorities in relation to children looked after by them (section 22) <i>(amended by Children & Families Act 2014)</i> <p>Part IV Care and Supervision</p> <ul style="list-style-type: none"> • Effect of care order (section 33) <p>Part V Protection of Children</p> <ul style="list-style-type: none"> • Local authority duty to investigate (section 47) <ol style="list-style-type: none"> 1. Children Act 1989 Representations Procedure (England) Regulations 2006/1738; 2. The Care Planning, Placement and Case Review (England) Regulations 2010/959 3. The Fostering Services (England) Regulations 2011/581 <i>(also made under Care Standards Act 2000)</i> 4. The Adoption and Care Planning (Miscellaneous Amendments) Regulations 2014/1556 <i>(also made under Adoption & Children Act 2002)</i> 5. Her Majesty's Chief Inspector of Education, Children's Services and Skills (Fees and Frequency of Inspections) (Children's Homes etc.) (Amendment) Regulations 2014/670 <i>(also made</i>

	<p>under Care Standards Act 2000)</p> <ol style="list-style-type: none"> 6. The Adoption Agencies (Miscellaneous Amendments) Regulations 2013/985 (also made under Adoption & Children Act 2002) 7. The Care Planning, Placement and Case Review (England) (Miscellaneous Amendments) Regulations 2013/706 (also made under Care Standards Act 2000) 8. The Care Planning, Placement and Case Review and Fostering Services (Miscellaneous Amendments) Regulations 2013/984 (also made under Care Standards Act 2000) 9. The Children's Homes and Looked after Children (Miscellaneous Amendments) (England) Regulations 2013/3239 (also made under Care Standards Act 2000)
<p>Care Standards Act 2000</p> <p><i>(introduces registration; inspection and independent regulation of voluntary adoption agencies)</i></p>	<p>Part III, Local Authority services</p> <p>- S.43(3): " In relation to a local authority–</p> <ol style="list-style-type: none"> (a) "relevant adoption functions" means functions under the Adoption and Children Act 2002 of making or participating in arrangements for the adoption of children or the provision of adoption support services (as defined in section 2(6) of the Adoption and Children Act 2002); and (b) "relevant fostering functions" means functions under section 23(2)(a) of the 1989 Act or regulations under any of paragraphs (a), (b) or (d) to (f) of paragraph 12 of Schedule 2 to that Act". <ol style="list-style-type: none"> 1. Adoption Support Agencies (England) and Adoption Agencies (Miscellaneous Amendments) Regulations 2005/2720 <i>(as amended by 2010/465) (also made under Adoption Children Act 2002)</i> 2. The Fostering Services (England) Regulations 2011/581 (also made under Children's Act 1989) 3. Her Majesty's Chief Inspector of Education, Children's Services and Skills (Fees and Frequency of Inspections) (Children's Homes etc.) (Amendment) Regulations 2014/670 (also made under Children's Act 1989) 4. The Care Planning, Placement and Case Review (England) (Miscellaneous Amendments) Regulations 2013/706 (also made under Children Act 1989) 5. The Care Planning, Placement and Case Review and Fostering

	<p>Services (Miscellaneous Amendments) Regulations 2013/984 (also made under Children Act 1989)</p> <p>6. The Care Standards Act 2000 (Extension of the Application of Part 2 to Holiday Schemes for Disabled Children) (England) Regulations 2013/253</p> <p>7. The Care Standards Act 2000 (Registration) (England) (Amendment) Regulations 2013/446</p> <p>8. The Children's Homes and Looked after Children (Miscellaneous Amendments) (England) Regulations 2013/3239 (also made under Children Act 1989)</p> <p>9. The Providers of Social Work Services (England) Regulations 2013/2668</p> <p>10. The Residential Family Centres (Amendment) Regulations 2013/499</p> <p>11. The Residential Holiday Schemes for Disabled Children (England) Regulations 2013/1394</p>
<p>The Adoption and Children Act 2002</p> <p><i>(as amended by Children and Families Act 2014)</i></p>	<p>1. Adopted Children and Adoption Contact Registers Regulations 2005/924</p> <p>2. Adoption (Recognition of Overseas Adoptions) Order 2013/1801</p> <p>3. Adoption Agencies Regulations 2005/389 <i>(as amended by Adoption Agencies and Independent Review of Determinations (Amendment) Regulations 2011/589; Adoption Agencies (Panel and Consequential Amendments) Regulations 2012/1410; 2013/953; Adoption and Care Planning (Miscellaneous Amendments) Regulations 2014/1556)</i></p> <p>4. Adoption Information and Intermediary Services (Pre-Commencement Adoptions) Regulations 2005/890 (as amended by 2014/2696 and 2015/1685)</p> <p>5. Adoption Support Agencies (England) and Adoption Agencies (Miscellaneous Amendments) Regulations 2005/2720 <i>(as amended by 2010/465)</i></p> <p>6. Adoption Support Services Regulations 2005/691 <i>(as amended by 2010/465 and 2014/1563)</i></p> <p>7. Adoption and Children (Miscellaneous Amendments) Regulations 2005/3482 <i>(amends various regulations, including 2005/389)</i></p> <p>8. Adoption and Children Act 2002 (Consequential Amendment to Statutory Adoption Pay) Order 2006/2012</p> <p>9. Adoption and Children Act 2002 (Consequential Amendments)</p>

	Order 2005/3504
	10. Adoption and Children Act Register (Search and Inspection) (Pilot) Regulations 2014/1957
	11. Adoption and Children Act Register Regulations 2014/1492
	12. The Adoption Agencies (Miscellaneous Amendments) Regulations 2013/985 (also made under Children Act 1989)
	13. The Adoption and Care Planning (Miscellaneous Amendments) Regulations 2014/1556
	14. Adoptions with a Foreign Element Regulations 2005/392
	15. Care Standards and Adoption (Regulation of Establishments, Agencies and Adult Placement Schemes) (Amendment) Regulations 2009/1895 (amends various regulations)
	16. Disclosure of Adoption Information (Post-Commencement Adoptions) Regulations 2005/888
	18. Family Procedure Rules 2010/2955 (as amended 2012/679 and 2013/3204)
	19. Family Proceedings (Amendment) (No.2) Rules 2010/1064
	20. Family Proceedings Courts (Children Act 1989) (Amendment) (No.2) Rules 2010/1065
	21. Independent Review of Determinations (Adoption and Fostering) Regulations 2009/395
	22. Independent Review of Determinations (Adoption) Regulations 2005/3332
	23. Local Authority (Adoption) (Miscellaneous Provisions) Regulations 2005/3390
	24. Local Authority Adoption Service (England) (Amendment) Regulations 2005/3339 (<i>amending Local Authority Adoption Service (England) Regulations 2003/370</i>)
	25. Parental Orders (Prescribed Particulars and Forms of Entry) Regulations 2010/1205
	26. Restriction on the Preparation of Adoption Reports Regulations 2005/1711
	27. The Adoption and Children Act 2002 (Commencement No. 10 Transitional and Savings Provisions) Order 2005/2897
	28. The Adoption (Recognition of Overseas Adoptions) Order 2013/1801

	<p>29. Suitability of Adopters Regulations 2005/1712</p> <p>30. Voluntary Adoption Agencies and the Adoption Agencies (Miscellaneous Amendments) Regulations 2003/367 (<i>as amended by 2005/3341 and 2009/1898</i>)</p>
The Children and Adoption Act 2006	<p>1. Adoptions with a Foreign Element (Special Restrictions on Adoptions from Abroad) Regulations 2008/1807</p> <p>2. Special Restrictions on Adoptions from Abroad (Cambodia) Order 2008/1808</p> <p>3. Special Restrictions on Adoptions from Abroad (Guatemala) Order 2008/1809</p> <p>4. Special Restrictions on Adoptions from Abroad (Haiti) Order 2010/2265</p> <p>5. Special Restrictions on Adoptions from Abroad (Nepal) Order 2010/951</p>
Child Care Act 2006	<p>1. The Local Authority (Duty to Secure Early Years Provision Free of Charge) Regulations 2013/3193</p>
Children and Young Persons Act 2008	<p>1. The Children and Young Persons Act 2008 (Relevant Care Functions) (England) Regulations 2014/2407</p> <p>2. The Children and Families Act 2014 (Transitional Provisions) Order 2014/1042</p>
Protection of Freedoms Act 2012	<p>1. Disclosure and Barring Service (Core Functions) Order 2012/2522 (<i>as amended by The Disclosure and Barring Service (Core Functions) (Amendment) Order 2014/238</i>)</p>
Children & Families Act 2014 (<i>amends Adoption & Children Act 2002</i>)	<p>1. The Children and Families Act 2014 (Commencement No. 2) (Amendment) Order 2014/1134</p> <p>2. The Child Arrangements Order (Consequential Amendments to Subordinate Legislation) Order 2014/852</p> <p>3. Children and Families Act 2014 (Transitional Provisions Order 2014/1042</p>
Education & Adoption Act 2016	Part I, Adoption and Contact
European Communities Act 1972	<p>1. The Working with Children (Exchange of Criminal Conviction Information) (England and Wales and Northern Ireland) Regulations 2013/2945</p>

APPENDIX 2 – STATUTORY GUIDANCE & OTHER GUIDANCE

Adoption

1. Department for Education – Statutory Guidance on Adoption (July 2014) (*issued under section 7 of the Local Authority Social Services Act 1970*)¹⁷
2. Department for Education – Adoption: national minimum standards (July 2014)¹⁸
3. Department for Children, Schools and Family: Adoption: Access to Information and Intermediary Services (Practice Guidance)¹⁹

Looked After Children & Children Act 1989

4. Court orders and pre-proceedings for local authorities April 2014 (Volume 1)²⁰
5. The Children Act 1989 guidance and regulations (Volume 2): care planning, placement and case review June 2015²¹
6. The Children Act 1989 guidance and regulations (Volume 3): planning transition to adulthood for care leavers Publication date: October 2010 Implementation date: 1 April 2011²²
7. Department for Education: The Children Act 1989, Guidance and Regulations, (Volume 4), Fostering Services (2011)²³
8. Guide to the Children's Homes Regulations including the quality standards April 2015 (Volume 5)²⁴

¹⁷ DfE Statutory Guidance (2013)

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/270100/adoption_statutory_guidance_2013.pdf (last accessed 16/11/2016)

¹⁸ DfE Adoption minimum standards (2014)

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/336069/Adoption_NMS_July_2014_for_publication.pdf (last accessed 4/11/2016)

¹⁹ Department for Children, Schools and Family: Adoption: Access to Information and Intermediary Services (Practice Guidance) https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/459609/Adoption_-_Access_to_Information_and_Intermediary_Services.pdf

²⁰ Court orders and pre-proceedings for local authorities April 2014 (Volume 1)

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/306282/Statutory_guidance_on_court_orders_and_pre-proceedings.pdf

²¹ The Children Act 1989 guidance and regulations (Volume 2): care planning, placement and case review June 2015 https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/441643/Children_Act_Guidance_2015.pdf

²² The Children Act 1989 guidance and regulations (Volume 3): planning transition to adulthood for care leavers Publication date: October 2010 Implementation date: 1 April 2011

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/397649/CA1989_Transitions_guidance.pdf

²³ Department for Education: The Children Act 1989, Guidance and Regulations, (Volume 4), Fostering Services (2011)

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/274220/Children_Act_1989_fostering_services.pdf

²⁴ Guide to the Children's Homes Regulations including the quality standards April 2015 (Volume 5)

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/463220/Guide_to_Children_s_Home

9. DfE: Promoting the education of looked after children Statutory guidance for local authorities (July 2014)²⁵

10. DfE: Care of unaccompanied and trafficked children: Statutory guidance for local authorities on the care of unaccompanied asylum seeking and trafficked children (July 2014)²⁶

11. DfE: Working with foreign authorities: child protection cases and care orders: Departmental advice for local authorities, social workers, service managers and children's services lawyers (July 2014)²⁷

12. DfE: Children looked after by local authorities in England Guide to the SSDA903 collection 1 April 2014 to 31 March 2015 (October 2014)²⁸

13. DfE: Court orders and pre-proceedings For local authorities (April 2014)²⁹

14. DfE: Children in need census 2013 to 2014 guide Version 2.2, (March 2014)³⁰

15. Child Trust Fund and Looked After Children: Guidance for Local Authorities in England, Wales and Scotland and Health and Social Services Trusts in Northern Ireland³¹

[Standards_inc_quality_standards_Version_1.17_FINAL.pdf](#)

²⁵ DfE: Promoting the education of looked after children
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/335964/Promoting_the_educational_achievement_of_looked_after_children_Final_23-....pdf

²⁶ DfE: Care of unaccompanied and trafficked children
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/330787/Care_of_unaccompanied_and_trafficked_children.pdf

²⁷ DfE: Working with foreign authorities: child protection cases and care orders: Departmental advice for local authorities, social workers, service managers and children's services lawyers (July 2014)
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/351145/Working_with_Foreign_Authorities_-_Child_Protection_and_Court_Orders.pdf

²⁸ DfE: Children looked after by local authorities in England Guide to the SSDA903 collection 1 April 2014 to 31 March 2015 (October 2014)
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/369750/SSDA903_GuidanceNotes_2014_15_v1.1.pdf

²⁹ DfE: Court orders and pre-proceedings For local authorities (April 2014)
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/306282/Statutory_guidance_on_court_orders_and_pre-proceedings.pdf

³⁰ DfE: Children in need census 2013 to 2014 guide Version 2.2, (March 2014)
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/299928/DFE-00338-2014.pdf

³¹ Child Trust Fund and Looked After Children: Guidance for Local Authorities in England, Wales and Scotland and Health and Social Services Trusts in Northern Ireland
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/358155/Child_Trust_Fund_and_Looked_After_Children.pdf

APPENDIX 3 - SPECIFIED DATA

(A) Transitional phase

Sharing with RAA by participating authorities

Information about prospective adopters will be supplied to the RAA by participating authorities in line with the same information requirements outlined in Part 4 and Part 8, Schedule 4 of the Adoption Agencies Regulations 2005/389³².

In so far as children in need of adoption may already have been matched with approved adopters, information about the child and about the child's family will be supplied to the RAA in line with the same information requirements outlined in Part 3 and Part 8, Schedule 1 of the Adoption Agencies Regulations 2005/389

(B) Regular Data Sharing

Sharing with RAA by participating authorities

Information about the child in need of adoption and about the child's family will be supplied to the RAA in line with the same information requirements outlined in Part 3 and Part 8, Schedule 1 of the Adoption Agencies Regulations 2005/389.

In relation to Adoption Panels the participating authorities will share the information set out in Sections 17(2) and (3) of The Adoption Agency Regulations 2005/389

Sharing by RAA with participating LAs

Information about the child in need of adoption and about the child's family will be supplied by the RAA to the participating authorities in line with the same information requirements outlined in Part 3 and Part 8, Schedule 1 of the Adoption Agencies Regulations 2005/389 .

³² The Adoption Agencies Regulations 2005/389
<http://www.opsi.gov.uk/si/si2005/20050389.htm> (last accessed 4/11/16)

Categories of data

Adopters

Each Local Authority will be sharing the following information relating to adopters:

- Enquiry information
- Prospective Adopter Reports – including medical information and statutory checks
- Approval Panel Minutes
- Information relevant to Adoption Support
- Letterbox information to enable ongoing indirect contact between birth parents and adopted children

Children placed for Adoption

Prior to a Placement Order the following information is shared with the consent of the Court:

- Referral and assessment information
- Court Reports
- Child Profiles
- Child Placement report and associated documents e.g. medical reports and specialist assessments.
- Should be placed for Adoption Decision notices
- Adoption Support Plans

Post Placement Order the Local Authority is under an obligation to share this information with prospective adopters regardless of which agency has approved them.

Information Security

All of the above data will be shared via the new CHARMS system.

There will be three processes for the transfer of the data into the new system:

- Local Authority staff will directly input data into the system;
- For one off data transfers a secure file transfer application called Sharefile will be used.
- Where the size of the data is so large so as to prohibit upload to Sharefile, data will be physically transferred via encrypted drive directly into the system providers' data centre.

APPENDIX 4 – LOCAL AUTHORITY LEAD CONTACTS

Stockport Metropolitan Borough Council:

Andrew Webb, Corporate Director

Email: andrew.webb@stockport.gov.uk

Cheshire East Council:

Nigel Moorhouse, Director of Children's Social Care/Deputy Director of Children's Services

Email: nigel.moorhouse@cheshireeast.gov.uk

Manchester City Council:

Amanda Amesbury, Strategic Lead Children's Social Care

Email: a.amesbury@manchester.gov.uk

Salford City Council:

Sharon Hubber, Assistant Director of Specialist Services

Email: Sharon.Hubber@salford.gov.uk

Trafford Metropolitan Borough Council

Anna Lomas, Strategic Lead, Children in Care

Email: anna.lomas@trafford.gov.uk

APPENDIX 5 – GLOSSARY OF TERMS

Term	Definition
“Consent”	Means the fully informed, freely given and unambiguous indication of person’s wishes in relation to how personal information about them is to be used and disclosed
“Common Law duty of confidentiality”	<p>An obligation or expectation of confidence is not confidentiality absolute and information may be lawfully disclosed:</p> <ul style="list-style-type: none"> • if the person owed the duty, gives consent • in compliance with a court order or legal obligation • where the public interest in disclosure overrides the public interest in the protection of the confidence
“Data Protection Act”	The Data Protection Act 1998 (as amended and supplemented from time to time)
“Data Controller”	Means as defined in Section 1 of the Act; a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed);
“Data Processor”	Means any person (other than an employee of the Data Controller) who processes personal on behalf of the Data Controller
“Data Subject Access request”	Shall have the same meaning as section 7 of the Data Protection Act 1998 (as amended by the Freedom of Information Act 2000). This provides a data subject with a statutory right of access to personal information unless the requested information is subject to an exemption
“First Principle of the Data Protection Act”	Means the data protection principle set out in paragraph 1 of Part 1 of Schedule 1 of the Act; Personal data shall be processed fairly and lawfully and, in particular, shall not be processed unless—(a) at least one of the conditions in Schedule 2 is met, and (b) in the case of sensitive personal data, at least one of the conditions in Schedule 3 is also met

“Freedom of Information Act 2000”	Means the Act giving the public the general right of access recorded information held by public authorities
“Section 56 information”	Means the specified information in Sections 56 to 65 of the Adoption and Children Act 2002 and supporting Regulations
“Information Commissioner’s Data Sharing Code of practice”	Means the code of practice designed to help Data Controllers share information fairly and lawfully in accordance with The Data Protection Act.
“Information Commissioner’s Privacy Notices Code of Practice”	Means the code of practice designed to help Data Controllers collect and use information fairly and transparently, in accordance with The Data Protection Act.
“Objection to processing” or “Cease processing notice”	Shall have the same meaning as the process described in Section 10 of the Data Protection Act 1998 (as amended by the Freedom of Information Act 2000)
“Personal Data”	<p>Means as defined in Section 1 of the Act as amended by Section 68 of the Freedom of Information Act 2000; Personal Data which relate to a living individual who can be identified—</p> <p>(a) from those data, or</p> <p>(b) from those data and other information which is in the possession of, or is likely to come into the possession of the Data Controller, and includes any expression of opinion about the individual and any indication of the intentions of the Data controller or any other person in respect of the individual</p>
“Privacy Notice/Fair processing”	A notice that must be given informing individuals of the reason for processing their personal information before the processing takes place, including how it is to be used and with whom it will be shared and why to ensure that the processing is undertaken fairly and transparently
“Processing”	as defined in Section 1 of the Act; in relation to information or data, means obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including—

- a) organisation, adaptation or alteration of the information or data,
- (b) retrieval, consultation or use of the information or data,
- (c) disclosure of the information or data by transmission, dissemination or otherwise making available, or
- (d) alignment, combination, blocking, erasure or destruction of the information or data;

“Regional Adoption Agency”	Is the name given to the particular adoption services SMBC is hosting for the local authorities who are Party to this agreement
“Schedule 2 / Schedule 3 processing conditions”	Means the processing conditions in the DPA. At least one of the conditions must be met in schedule 2 to justify processing personal data and if also processing sensitive personal, an additional condition in schedule 3 must be satisfied.
“Schedule 2 condition 5(d)”	This DPA processing condition means the “the exercise of any other functions of a public nature exercised in the public interest by any person”.
“Section 45 FoIA Code”	Means the Code of Practice on the discharge of public authorities' functions under Part I of the Freedom of Information Act 2000
“Sensitive Personal Data”	Means personal data consisting of information as to— <ul style="list-style-type: none"> (a) the racial or ethnic origin of the data subject, (b) political opinions, (c) religious beliefs or other beliefs of a similar nature, (d) whether or not the a member of a trade union (e) physical or mental health or condition, (f) sexual life, (g) the commission or alleged commission of any offence, or (h) any proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.
“Specified Data”	Is an umbrella term which for the purposes of this agreement means both: <ul style="list-style-type: none"> (1) personal and sensitive personal data as defined in s.1 of the DPA (2) the personal data types specified in Appendix 3
“The Data Protection (Processing of Sensitive	This Order supplements the sensitive data processing conditions in schedule 3 of the DPA 1998.

Personal Data) Order 2000”

Paragraph 4 provides a condition for processing—
(a) is in the substantial public interest;
(b) is necessary for the discharge of any function which is designed for the provision of confidential counselling, advice, support or any other service; and
(c) is carried out without the explicit consent of the data subject because the processing—
(i) is necessary in a case where consent cannot be given by the data subject,
(ii) is necessary in a case where the data controller cannot reasonably be expected to obtain the explicit consent of the data subject, or
(iii) must necessarily be carried out without the explicit consent of the data subject being sought so as not to prejudice the provision of that counselling, advice, support or other service.

Data Protection
(Miscellaneous Subject
Access Exemptions)
Order 2000/419 (as
amended by The Adoption
and Children Act 2002
(Consequential
Amendments) Order
2005/3504)

Means the Regulations providing exemptions from the right of subject access under section 7

APPENDIX 6 – DATA PROTECTION ACT PRINCIPLES

The Data Protection Act 1998 contains eight data protection principles which taken together define the standards that must be met when processing personal data. The purpose of the Act is to make provision for the regulation of the processing of information relating to individuals including the obtaining, holding, use and disclosure of such information.

The eight data protection principles are that personal data is:

1. fairly and lawfully processed
2. processed for limited purposes
3. adequate, relevant and not excessive
4. accurate
5. not kept for longer than is necessary
6. processed in line with the rights of individuals
7. kept secure
8. not transferred to countries without adequate data protection

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Stockport MBC**Schedule four Funding Arrangement: Schedule 4a**

Participating Authority	Cheshire East Borough Council ("CEBC")
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First Period

In the First Period each participating Authority will contribute an agreed amount of funding. The following table sets out the CEBC agreed funding contribution for the First Period:

Full year Funding Contribution	£702,844
Percentage of Funding Contribution	18%
First Period Funding Contribution	£527,133

Please note: that if your salary figures included in the above are at 2016/17 levels then there will be an additional contribution required to uplift the figures to 2017/18 rates (1% uplift). This will be agreed on an individual authority basis when staffing schedules are signed off.

The First Period funding contribution will be invoiced by Stockport MBC on or around 3 July 2017. Any direct costs incurred by **CEBC** should be invoiced quarterly (commencing September 2017) to Stockport Metropolitan Borough Council (as Host Authority).

Years Two & Three: 2018/19 and 2019/20

All Participating Authorities aspire to funding the Regional Adoption Agency based on an agreed measure of activity, currently the number of children between SHOBPA and Placement Order. During the First Period the activity and key cost drivers of the agency will be reviewed and the Board will agree an approach to funding activity in Years two and three which would minimise any increase in cost to each Participating Authority.

This may involve transitional arrangements such as distance from target capping before moving to a purely activity based funding model.

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Schedule 4 Funding Arrangements.

1. ESTABLISHMENT OF THE FUNDING ARRANGEMENTS AND MECHANISM FOR THE OPERATIONAL BUDGET

FIRST PERIOD

- 1.1. The First Period will be a transition period for the Integrated Service. The Host Authority has worked with each Participating Authority to identify an agreed amount of funding for the First Year which incorporates the Participating Authorities' current budgets plus and known operational changes.
- 1.2. Each Participating Authority will be provided with a funding schedule setting out the agreed First Period contribution. This can be found at section 4a of this Schedule 4. There will no changes to the contributions during the First Period. A deficit budget position at the end of the First Period will result in further contributions being demanded from each Participating Authority, and as set out in paragraphs 3.3 to 3.6 of this schedule four.
- 1.3. In respect of the First Period, the full funding contribution from each Participating Authority will be invoiced by the Host authority in July 2017, with each Participating Authority to make payment of same within seven (7) days of the invoice date.
- 1.4. The Participating Authorities will pay Seconded Employees through their own payroll systems. Participating Authorities will invoice the Host Authority in arrears on a quarterly basis commencing in September 2017. Invoices will be raised to the Host Authority, and will be supported with a detailed schedule of the Seconded Employee costs in the format prescribed by the Host Authority.
- 1.5. Where Participating Authorities are providing accommodation to the Integrated Service this will be included in the quarterly invoice detailed at 1.4 above, and will be supported with a detailed schedule of the accommodation costs in the format prescribed by the Host Authority.
- 1.6. The income from Interagency adoptions from all adopters matched after 3 July 2017 will become the income of the Integrated Service. In the period 1 April 2017 to 3 July 2017 expenditure relating to interagency placements will continue to be the responsibility of each Original Authority.
- 1.7. Where Participating Authorities plan to put adoption support arrangements into place in the period before the Commencement Date, they will first consult with the Regional Adoption Manager.

SUBSEQUENT YEARS

- 1.8. All Participating Authorities aspire to funding the Integrated Service based on an agreed measure of activity. During the First Period the Host Authority will lead on a review of the activity and cost drivers of the Integrated Service and will work with all Participating Authorities to implement a funding mechanism for Years commencing 1 April 2018, 1 April 2019 and following Years. The funding mechanism will be reviewed and agreed by the Management Board.
- 1.9. The proposed activity measure is the number of children between the stages of the 'should be placed for adoption decision' (SHOBPA) and Placement order. However, if the review of cost drivers and activity described at paragraph 1.8 above identifies a more appropriate measure of activity, or multiple measures of activity, subject to Management Board approval, this will be implemented.
- 1.10. The funding mechanism will reflect the level of agreed activities carried out on behalf of each Participating Authority. It is acknowledged that a Participating Authority's funding contribution may increase or decrease as a result of changes to activity levels.
- 1.11. The funding mechanism agreed will minimise any increase in costs to each Participating Authority. This may be achieved by using distance from target capping before moving towards a purely activity based funding model.
- 1.12. Distance from target capping may be applied where activity levels have remained constant but a Participating Authority's funding contribution would be significantly more under an activity based model than in the previous Year. The funding contribution would be capped at an agreed level so as to minimise the cost increase whilst ensuring that funding contributions from all Participating Authorities is equal to the Integrated Service budget for the Year in question.
- 1.13. Participating Authorities whose contribution would decrease as a result of the funding mechanism would benefit from a share of any savings and efficiencies identified by the Integrated Service.
- 1.14. In respect of each Year following the First Period, the full funding contribution from each Participating Authority will be invoiced by the Host authority in July 2017, with each Participating Authority to make payment of same within seven (7) days of the invoice date. The anticipated contributions will be presented to the Management Board for agreement in the form of a budget report. The contributions are to be agreed by the Management Board on or prior to 31 December in the Year immediately preceding the Year to which the contributions relate.

2. BUDGET SETTING PROCESS

FIRST PERIOD

- 2.1. The budget for the First Period has been set by the Host authority and has been presented and agreed by the Participating Authorities.
- 2.2. The Host Authority will in the First Period undertake a detailed review of operations to inform the future Years' budgets.

SUBSEQUENT YEARS

- 2.3. The budget setting process will be undertaken in line with the budget guidelines agreed by the Management Board. The budget for Year commencing 1 April 2018 will be drafted in the autumn of the First Period, and for each subsequent Year will be drafted in the autumn of the immediately preceding Year. The budgets will be presented for the agreement of the Management Board and in the form of a budget report. The budget report will include:
 - 2.3.1. Integrated Service financial and activity performance to date against budget;
 - 2.3.2. projected outturn for current Year;
 - 2.3.3. proposed budget for next Year and projected activity levels;
 - 2.3.4. details of variations to resources proposed including developments and efficiency savings;
 - 2.3.5. a business case to support any balances to be carried forward or planned; and
 - 2.3.6. proposed payments required from each Participating Authority supported by:
 - a statement of the funding contribution of each Participating Authority based on the activity measure;
 - adjustments to payments for changes in activity;
 - the application of caps for those Participating Authorities whose payments based on the activity measure are significant more than in the previous Year;
 - an allocation of any savings using the 'Distance from Target' approach; and
 - an explanation of any deviation proposed from the Payment Mechanism approach.
- 2.4. The budget guidelines will include, but are not limited to, the following:
 - 2.4.1. Annual increases relating to Employees for inflation and incremental progression will be funded by each Participating Authority through its annual budget setting process.
 - 2.4.2. The schedule of Seconded Employees which will be used to invoice the Host Authority will be agreed prior to each Year. The Participating Authorities will only invoice for actual Employee costs incurred. There will be no holding of vacancies or charging for vacancy levels.

2.4.3. Where Seconded Employees are subject to long term absence (for example long term sickness and maternity leave) the employing Participating Authority will be required to continue to pay all of that Employee's costs. The need for cover and the associated cost will be determined on a case by case basis by the employing Participating Authority and the Host Authority.

2.4.4. The Support Services Agreement will be reviewed on an annual basis. Payments and costs in respect of the Support Services Agreement will be included in each Participating Authority's contribution under the terms of these Funding Arrangements.

3. BUDGET MONITORING

- 3.1. The Host Authority will ring-fence the Integrated Service budget within its financial ledger. The Host Authority will undertake budget monitoring on a quarterly basis.
- 3.2. The quarterly monitoring information will be prepared by the Host Authority and will be reported to the Management Board for agreement. This will highlight significant variations and remedial actions where appropriate.
- 3.3. The Host Authority will endeavour to ensure that the Integrated Service costs will remain within the budget set and approved by the Management Board. However, if the Integrated Service is in a deficit position at the year-end then each Participating Authority will provide a contribution to the Host Authority to cover the deficit position.
- 3.4. If a deficit arises and is directly attributable to one Participating Authority then that Authority will be expected to fully fund the attributable deficit. An invoice will be raised by the Host Authority to the Participating Authority at the earliest convenience.
- 3.5. If in the First Period the year-end deficit position is not directly attributable to one or more Participating Authorities, then the deficit position will be shared between the Participating Authorities. The contribution to the deficit position will be calculated based on the percentage contribution of funding in the First Period. An invoice will be raised by the Host Authority to each Participating Authority following the First Period end, with same to be paid within seven (7) days of the invoice date. This position will be reviewed and confirmed to Participating Authorities throughout the First Period.
- 3.6. In the Year commencing 1 April 2018 ("**Year Two**"), if necessary, any contribution to the deficit position will be calculated based on the activity model adopted. An invoice will be raised by the Host Authority to each Participating Authority following the Year Two end, with same to be paid within seven (7) days of the invoice date. This position will be reviewed and confirmed to Participating Authorities throughout Year Two.

Glossary of Terms

Distance from target

Distance from target is the difference between the funding contribution from a Participating Authority in year one and the funding contribution for the same Participating Authority based on the agreed activity measure.

Distance from target capping

Where a Participating Authority has a 'distance from target' which indicates that the funding contribution is more under the activity based approach than in the First Period, a cap may be applied to minimise the cost increase for that Authority. Any savings identified by the Integrated Service will be applied to authority who do not have a cap applied.

Directly Attributable

In this scenario directly attributable relates to where the Integrated Service Agreement has a year-end deficit position. The deficit position may be directly attributable to the actions of one particular Participating Authority, examples may include but are not limited to changes to planned activity levels, Employee sickness and Employee maternity leave.

Payment Mechanism

This is the name given to the calculation of the Participating Authorities' Funding Contributions.

Participating Authority Funding Contribution

This is the amount that the Participating Authority is required to pay at the start of First Period and each Year (as appropriate) to Stockport MBC as the Host Authority.

Employee Costs

In this scenario Employee costs are the costs paid by the employing Participating Authority for the Seconded Employees, through their payroll systems.

Accommodation Costs

In this scenario these are the charges in the license agreement between Participating Authorities who will have Integrated Service Seconded Employees working from their office accommodation and the Host Authority.

DRAFT

DRAFT – SUBJECT TO CONTRACT

Dated

2017

(1) STOCKPORT METROPOLITAN BOROUGH COUNCIL

and

(2) SALFORD CITY COUNCIL

and

(3) TRAFFORD BOROUGH COUNCIL

and

(4) CHESHIRE EAST BOROUGH COUNCIL

and

(5) MANCHESTER CITY COUNCIL

**CONTRACT FOR THE SUPPLY OF SUPPORT SERVICES TO THE REGIONAL ADOPTION
AGENCY**

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THIS CONTRACT is dated

2017

BETWEEN

- (1) **STOCKPORT METROPOLITAN BOROUGH COUNCIL** of Town Hall, Edward Street, Stockport, SK1 3XE (the "**SMBC**");
- (2) **SALFORD CITY COUNCIL** of Salford Civic Centre, Chorley Road, Swinton, Salford, M27 5AW ("**Salford**");
- (3) **TRAFFORD BOROUGH COUNCIL** of Trafford Town Hall, Talbot Road, Stretford, M32 0TH ("**Trafford**");
- (4) **CHESHIRE EAST BOROUGH COUNCIL** of Westfields, Middlewich Road, Sandbach, Cheshire, CW11 1HZ ("**Cheshire East**"); and
- (5) **MANCHESTER CITY COUNCIL** of Town Hall, Albert Square, Manchester, M60 2LA ("**Manchester**"),

each a "**party**" and together the "**parties**".

BACKGROUND

- (A) In response to the Government's announcement to changes to the delivery of adoption services, under a separate contractual arrangement, the parties have created a single Regional Adoption Agency, which will deliver unified adoption services across the geographical boundaries of the five parties.
- (B) The terms related to the establishment and operation of the Regional Adoption Agency are contained in the Integrated Services Agreement between the parties, which details the common objectives of the parties. The Integrated Services Agreement was executed on or around the same date as this Contract.
- (C) Pursuant to the Integrated Services Agreement and Regulation 12(7) of the Public Contracts Regulations 2015, the parties have agreed that SMBC, as the host authority for the Regional Adoption Agency, shall provide support services which are linked to the implementation and successful operation of the Regional Adoption Agency, upon the terms of this Contract.

TERMS AGREED

1. Interpretation

1.1 Definitions:

"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Charges"	the charges payable by the parties for the supply of the Services in accordance with clause 6;
"Commencement Date"	the date on which this Contract is executed by the parties;
"Contract"	this contract between SMBC and the parties for the supply of

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Services;

“Fee Earner” is the relevant legal contact at SMBC who is dealing with a particular Matter;

“Intellectual Property Rights” patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Matter” has the meaning set out in Legal, Schedule 1 (**Services**);

“Regional Adoption Agency” the unified agency which will provide adoption services across the geographical boundaries of the five parties;

“Regional Adoption Agency Default ” has the meaning set out in clause 5.2;

“Regional Adoption Service Manager” has the meaning set out in the Integrated Services Agreement (and is the individual for day-to-day responsibility for the duties of the Regional Adoption Agency);

“Services” the provision of services supplied and/or arranged by SMBC to the Regional Adoption Agency as set out in Schedule 1 (**Services**); and

“Year” means a period of 12 months commencing on 1 April and ending on 31 March in the following year.

1.2 Interpretation:

1.2.1 References to “clauses” and “schedules” are to the clauses, and schedules of this Contract and references to paragraphs are to paragraphs of the relevant schedule. Clause, schedule and paragraph headings shall not affect the interpretation of this Contract. The schedules forms part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to “this Contract” includes the schedules.

1.2.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any

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subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.3 Any phrase introduced by the terms **including, include, for example, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding or proceeding those terms.

1.2.4 A reference to **writing** or **written** includes email.

1.2.5 A reference to the Regional Adoption Agency is a reference to the parties to this Contract, as the Regional Adoption Agency is an amalgamation of services of each of the parties, and the parties shall be bound as if the reference to the Regional Adoption Agency were a direct reference to each party.

1.2.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

2. **Commencement and duration**

2.1 SMBC shall provide the Services to the Regional Adoption Agency on the terms and conditions of this Contract.

2.2 SMBC shall provide the Services to the Regional Adoption Agency for a term of three years from the Commencement Date (unless terminated earlier in accordance with clause 9).

3. **Exclusivity**

3.1 For the duration of the term of this Contract, SMBC shall have the right of first refusal to perform the Services for the Regional Adoption Agency.

4. **Supply of Services**

4.1 SMBC shall supply the Services to the Regional Adoption Agency in accordance with Schedule 1 (Services) in all material respects.

4.2 SMBC shall use all reasonable endeavours to meet any performance dates in relation to the Services but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.3 SMBC shall have the right to make any changes to the Services which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the Services, and SMBC shall notify the Regional Adoption Agency in any such event.

4.4 SMBC warrants to the Regional Adoption Agency that the Services will be provided using reasonable care and skill.

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5. **The Regional Adoption Agency's obligations**

5.1 The Regional Adoption Agency shall:

- 5.1.1 co-operate with SMBC in all matters relating to the Services;
- 5.1.2 provide SMBC with such information and instructions as SMBC may reasonably require in order to supply the Services, and ensure that such information and instructions are accurate in all material respects; and
- 5.1.3 comply with any additional obligations set out in Schedule 1 (Services).

5.2 If SMBC's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Regional Adoption Agency or failure by the Regional Adoption Agency to perform any relevant obligation ("**Regional Adoption Agency Default**"):

- 5.2.1 SMBC shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Regional Adoption Agency remedies the Regional Adoption Agency Default, and to rely on the Regional Adoption Agency Default to relieve it from the performance of any of its obligations to the extent the Regional Adoption Agency Default prevents or delays SMBC's performance of any of its obligations;
- 5.2.2 SMBC shall not be liable for any costs or losses sustained or incurred by the Regional Adoption Agency arising directly or indirectly from SMBC's failure or delay to perform any of its obligations as set out in this clause 5.2; and
- 5.2.3 The Regional Adoption Agency shall reimburse SMBC on written demand for any costs or losses sustained or incurred by SMBC arising directly or indirectly from a Regional Adoption Agency Default.

6. **Charges and payment**

- 6.1 The fee for the Services for the period commencing the Commencement Date and ending 31 March 2018 shall be included in each Party's contribution to the Regional Adoption Agency pursuant to the Integrated Services Agreement on a pro rata basis. The fee for the Services for the Year commencing on the anniversary of the Commencement Date and each following Year shall be included in each Party's contribution to the Regional Adoption Agency for the corresponding year.
- 6.2 SMBC shall charge for any independent professional advice or services from third parties including solicitors, barristers, advocates or experts. The parties will be responsible for the fees of any such third parties and SMBC will involve the Regional Adoption Agency in agreeing such fees.
- 6.3 Pursuant to clause 6.2, SMBC will not engage third parties without first conferring with the Regional Adoption Agency and gaining consent to instruct third parties.

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- 6.4 SMBC shall be entitled to charge for any expenses reasonably incurred by the individuals which SMBC engages in connection with the Services including, but not limited to, travelling expenses, Court fees, hotel costs, subsistence and any associated expenses and for the cost of services provided by third parties and required by SMBC for the performance of the Services.
- 6.5 The fee for the Services payable by the parties for the Year commencing 1 April 2018 and each subsequent Year shall be agreed by the parties three months prior to the commencement of the relevant Year.
- 6.6 All amounts payable by the Regional Adoption Agency under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by SMBC to the Regional Adoption Agency, the Regional Adoption Agency shall, on receipt of a valid VAT invoice from SMBC, pay to SMBC such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.7 If the parties fail to make any payment due to SMBC under the Contract by the due date for payment, then the Regional Adoption Agency shall pay interest on the overdue amount at the rate of 4% per cent per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Regional Adoption Agency shall pay the interest together with the overdue amount.
- 6.8 The parties shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). SMBC may at any time, without limiting its other rights or remedies, set off any amount owing to it by the parties against any amount payable by SMBC to the Regional Adoption Agency.

7. Intellectual property rights

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by SMBC.
- 7.2 The Regional Adoption Agency acknowledges that, in respect of any third party Intellectual Property Rights, the Regional Adoption Agency's use of any such Intellectual Property Rights is conditional on SMBC obtaining a written licence from the relevant licensor on such terms as will entitle SMBC to license such rights to the Regional Adoption Agency.

8. Limitation of liability

- 8.1 Nothing in the Contract shall limit or exclude any party's liability for:

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- 8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 8.1.2 fraud or fraudulent misrepresentation; or
 - 8.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 8.2 Subject to clause 8.1, SMBC shall not be liable to the Regional Adoption Agency, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - 8.2.1 loss of profits;
 - 8.2.2 loss of sales or business;
 - 8.2.3 loss of agreements or contracts;
 - 8.2.4 loss of anticipated savings;
 - 8.2.5 loss of use or corruption of software, data or information;
 - 8.2.6 loss of damage to goodwill; and
 - 8.2.7 any indirect or consequential loss.
- 8.3 Subject to clause 8.1, SMBC's total liability to the Regional Adoption Agency, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the fees paid in the 12 months preceding the claim.
- 8.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.5 This clause 8 shall survive termination of the Contract.
- 8.6 The parties shall be jointly and severally liable for their obligations, and breaches of their obligations, under this Contract; and SMBC may take action against, or release or compromise the liability of any party, without affecting the liability of any other party.

9. Termination

- 9.1 Without limiting its other rights or remedies:
 - 9.1.1 SMBC may terminate the Contract for convenience by giving the Regional Adoption Agency 12 months' written notice;
 - 9.1.2 the other parties may terminate the Contract for convenience on 12 months' written notice, subject to SMBC's written consent to the termination.

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- 9.2 Without limiting its other rights or remedies, either of the parties may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty days of that party being notified in writing to do so;
 - 9.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 9.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
 - 9.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 9.2.5 the parties agree to terminate the Integrated Services Agreement.
- 9.3 Without limiting its other rights or remedies, SMBC may terminate the Contract with immediate effect by giving written notice to the other parties if the parties fail to pay any amount due under the Contract on the due date for payment and remains in default not less than thirty days after being notified in writing to make such payment.
- 9.4 Without limiting its other rights or remedies, SMBC may terminate the Contract with immediate effect by giving written notice to the other parties in the event that SMBC is no longer the host authority for the Regional Adoption Agency.

10. Consequences of termination

- 10.1 On termination of the Contract for any reason:
- 10.1.1 the parties shall immediately pay to SMBC all of SMBC's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, SMBC shall submit an invoice, which shall be payable by the other parties immediately on receipt;
 - 10.1.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;
 - 10.1.3 clauses which expressly or by implication survive termination shall continue in full force and effect; and

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10.1.4 SMBC shall work with any replacement host authority to facilitate the handover of the Services to the replacement host authority or replacement supplier (for which the parties will agree charges as appropriate).

11. **Complaint resolution procedure**

- 11.1 In the event that there are any issues in relation to the performance of the Services by SMBC (or the validity or enforceability of the Contract), in the first instance, the Operation Groups of the Regional Adoption Agency (comprised of each party's operational manager nominated by each party's Director of Children's Services and the Regional Adoption Service Manager) shall meet and discuss the issue.
- 11.2 If the issue is unable to be resolved pursuant to clause 11.1, 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 of the Regional Adoption Agency (comprised of each party's Director of Children's Services).
- 11.3 On service of the Complaint Notice, the Management Board shall attempt in good faith to resolve the Complaint.
- 11.4 If the Management Board is unable to resolve the Complaint within 30 days after service of the Complaint Notice, the Chief Executive of each of the parties shall attempt in good faith to settle the Complaint.
- 11.5 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.
- 11.6 The parties shall participate and continue to participate in good faith in the mediation in an attempt to resolve the Complaint.
- 11.7 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.

12. **General**

12.1 **Force majeure**

No party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

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12.2 Confidentiality

12.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.2.

12.2.2 Each party may disclose the other party's confidential information:

12.2.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and

12.2.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.2.3 No party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.3 Entire agreement

12.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

12.4 Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5 Waiver

12.5.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

12.5.1.1 waive that or any other right or remedy; or

12.5.1.2 prevent or restrict the further exercise of that or any other right or remedy.

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12.6 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.7 Notices

12.7.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next Business Day delivery service, commercial courier or fax.

12.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.7.1; if sent by pre-paid first class post or other next Business Day delivery service, at 09.00 on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

12.7.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.8 Third parties

No one other than a party to the Contract shall have any right to enforce any of its terms.

12.9 Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

12.10 Jurisdiction

Subject always to clause 11 (Complaint resolution procedure), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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SCHEDULE 1

SERVICES

[To be finalised]

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SIGNATURE PAGE

The common seal of
STOCKPORT METROPOLITAN BOROUGH COUNCIL

was affixed to this deed in the presence of:

.....

Name:

.....

Authorised Signatory

Name:

The common seal of
SALFORD COUNCIL

was affixed to this deed in the presence of:

.....

Name:

.....

Authorised Signatory

Name:

OFFICIAL

The common seal of
TRAFFORD COUNCIL

was affixed to this deed in the presence of:

.....

Name:

.....

Authorised Signatory

Name:

The common seal of
CHESHIRE EAST COUNCIL

was affixed to this deed in the presence of:

.....

Name:

.....

Authorised Signatory

Name:

OFFICIAL

The common seal of
MANCHESTER CITY COUNCIL

was affixed to this deed in the presence of:

.....

Name:

.....

Authorised Signatory

Name:¹

14

¹ Each party to confirm how it executes deeds.

OFFICIAL

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SCHEDULE 1

SERVICES

The SLA has been designed to incorporate all the back office functions that allow the Regional Adoption Agency to operate successfully. The figures are estimates as we do not know how the functions will be required until after the go live date. We intend to support the SLA with Quarterly Board reporting on the time and cost used to throughout the year. We also wish to note that a majority of the services provided will be carried out by partner Authorities and not just Stockport.

LEGAL

1. SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following legal services to the Regional Adoption Agency:
 - Employment advice and representation
 - Litigation proceedings
 - Contract Advice
 - Adoption advice and representation
 - Information Governance (DPA/FOI legal advice)
 - General advice

Procedure for instructing SMBC

2. The Regional Adoption Service Manager of the Regional Adoption Agency shall inform the Head of Legal of SMBC of its requirement for the Services in relation to a particular matter, giving written details in a single document concerning:
 - a. the background of the matter;
 - b. the Regional Adoption Agency's objectives; and
 - c. the Regional Adoption Agency's instructions to SMBC regarding how to proceed ("**Matter**").
3. The Regional Adoption Agency will be provided with a Fee Earner's details.
4. The Fee Earner shall determine whether there is a conflict of interest pursuant to paragraph 11 below.
5. If there is a conflict of interest which prevents SMBC from being able to provide the Services in relation to a Matter, SMBC will refer the Matter to a third party.
6. If there is not a conflict of interest which prevents SMBC from acting on a Matter:
 - a. if requested by the Regional Adoption Agency, SMBC shall provide an estimate of the Charges for the Matter to the Regional Adoption Agency; and
 - b. SMBC shall then provide the Services to the Regional Adoption Agency in accordance with this Contract.

Fees

7. The volume of Services which the Regional Adoption Agency receives from SMBC shall be calculated by reference to the time spent on each Matter by SMBC. That time will be charged at an hourly rate of £53.
8. Each month, SMBC shall prepare a draft report for the Regional Adoption Agency which includes:
 - a. the fees incurred on all Matters;
 - b. any fees of third parties pursuant to clause 6.2; and
 - c. any disbursements or expenses pursuant to clause 6.4.
9. If the annual fee for the legal services is exceeded before the end of a particular 12-month period, SMBC shall notify the parties and further legal services provided to the Regional Adoption Agency which exceed the annual fee shall be charged at the hourly rate of £53.
10. SMBC reserves the right to increase its standard hourly rate, provided that such charges cannot be increased more than once in any 12 month period. SMBC will give the Regional Adoption Agency written notice of any such increase three months before the proposed date of the increase. If such increase is not acceptable to the Regional Adoption Agency, the parties shall notify SMBC in writing within one month of the date of SMBC's notice and SMBC shall have the right without limiting its other rights or remedies to terminate the Contract by giving one month's written notice to the parties.

Conflicts of interest

11. Upon being instructed in relation to a Matter by the Regional Adoption Agency, SMBC will first determine whether there is a conflict of interest in performing the Services.
12. A conflict of interest may arise:
 - a. between SMBC and the Regional Adoption Agency on a Matter; or
 - b. due to SMBC providing legal services to another party involved in a Matter for which the Regional Adoption Agency wishes to receive the Services from SMBC.
13. If SMBC determines that there would be a conflict of interest in performing the Services in relation to a Matter, it will advise the Regional Adoption Agency of the fact within one Business Day of receiving instructions from the Regional Adoption Agency and either:
 - a. perform the Services if appropriate arrangements may be put in place to manage the conflict of interest; or
 - b. refer the Regional Adoption Agency to a third party, which will provide the Services instead of SMBC, if the conflict of interest cannot be managed by SMBC.

FINANCE

1. SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following finance services to the Regional Adoption Agency:
 - Attendance at Board meetings
 - Prepare annual budget in conjunction with RAA Management/contract managers and observing budget guidelines set by the Executive Committee and joint funding agreements/ protocols with partner agencies.
 - Prepare annual funding targets for partner agencies for agreement and approval at RAA Board
 - Preparation of the employee budgets, including existing secondment agreements with partner agencies.
 - Prepare budget reports to portfolio holders and submit information on the annual budgets for inclusion in Corporate Budget Reports to Executive and Scrutiny Committees
 - Prepare information on the directorate annual budgets in whatever format is required by members, for inclusion in the annual Financial Plans Book.
 - Review of funding arrangements, Vacancy monitoring etc.
 - Short, medium and long term financial planning
 - Government grants - ALB/ Post Adoption support - variation letters & returns
 - Commercial & general financial advice (meetings)
 - Production of Statutory Accounting
 - Capital and investment programme
 - Taxation advice, accounting and returns
 - Manage all asset leases including arranging, maintaining records and payment of leases
 - reporting and ad hoc queries from partners
 - Overview of operations - report to finance committee
 - Banking (Barclays)
 - GPC –Credit Cards and Cash Cards
 - Audit of Financial statements (External Audit)
 - Generation of accounts receivable invoices
 - Debt management
 - Gen processing of accounts payable invoices
 - Financial vetting of new and existing contractors

HUMAN RESOURCES

1. To ensure that the Regional Adoption Agency maintains effective management of employees, SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following human resources services to the Regional Adoption Agency: This applies only to employees employed directly by the RAA or to recruit employees to be employed directly by the RAA. Seconded staff will use the HR services of the local authority of which they are employed.

Human Resources

- Policy
- Recruitment
- Employee relations

HR Management information

- Sickness
- Holidays
- Establishment control

Payroll monthly pay

- Statutory payroll duties
- Pension payments

Work forces development

- Training
- Coaching appraisals

INFORMATON TECHNOLOGY

The Host Agency undertakes to provide for every seconded employee access to:

- One agreed RAA email account with access to all associated RAA Group mailboxes / RAA Group diary to record future events
- Access to one agreed RAA case recording system to record and manage all activity (CHARMS)
- Access to all associated IT software / hardware to support the individual's role
- Access to agreed training with local and centralised technical support
- Access to a Telephone connected across the RAA network

INFORMATION GOVERNANCE

1. SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following information governance services to the Regional Adoption Agency:

- 2 weeks training twice a year 70 people
- on going advice and training
- Audit of procedures
- Management of any data breach
- Answering FIO requests

PROCUREMENT

1. SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following procurement services to the Regional Adoption Agency:
 - a. access to STaR, a professional procurement service which can provide the Regional Adoption Agency with access to corporate contracts and suppliers including the following:
 - Councils contract Procedure rules
 - Procurement Activity
 - Contracts register
 - Pricing Reviews
 - Social Value

AUDIT AND RISK

1. SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following audit and risk services to the Regional Adoption Agency:

- Review of internal policies and procedures
- Risk review and input to risk register
- Fraud non compliance investigations
- ICT Audit
- Insurance of Employees who are employed for the RAA New employees who will be taken on by SMBC for any vacant posts - Stockport,

Complaints

- SMBC shall provide (or, where appropriate, shall arrange for the provision of) any of the following information complaint investigation services to the Regional Adoption Agency:
- Advice on policy and procedure
- A complaints investigation service for complaints made by adopters only
- Facilitation to ensure that the RAA learns from any complaints which are upheld and takes appropriate action.

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Each LA to insert letterhead etc.

Recipient
Street
District
Town/City
Postcode
Date:
Our Ref:

Dear [employee name],

Re: Secondment Agreement

Further to your agreed secondment to Stockport MBC as part of the Regional Adoption Agency, please find below a secondment protocol which details the terms and conditions of the secondment arrangement.

1. This arrangement is made between the following parties:

- xxxx Council (the original Council or original authority)
- Stockport Council (the host authority)
- You hereinafter referred to as the Employee.

2. Nature and purpose of the secondment

Please note that these arrangements are subject to each local authority participating in RAA receiving political authority to proceed.

- a. This secondment arises due to the integration of the original Council's adoption services to the Regional Adoption Agency ('RAA' or "Integrated Service") which is hosted by Stockport Council ("the host authority").
- b. The original authority therefore agrees to second to the host authority both the services of the Employee as well as their substantive post. The Employee will continue to undertake their substantive role of [name of post][grade of post] during this secondment and in accordance with their existing job description/role profile.
- c. The Employee will remain an employee of the original authority and the substantive contract of employment between the Employee and the original authority will remain in force during the period of the secondment.

The Employee agrees to such variations to that contract of employment as are necessary to facilitate the secondment and as are set out in this agreement.

- d. If adoption services cease to be undertaken by the host authority or any replacement host agency and revert to the original authority the Employee and their substantive post will return to the original authority on no less favourable terms and conditions.

3. Duration of the secondment

The period of the secondment shall commence on for an initial period of 12 months, ending on xx date 2018, when it will be reviewed. The options at this stage are likely to be:

- Extension of secondment to the host authority, Stockport Council
- TUPE transfer to the host authority,, or another organisation responsible for the original authority's adoption services
- Ending of the secondment arrangement with the post and Employee reverting back to the original authority. .

However, this agreement does not preclude other unforeseen situations arising (please see also paragraph 18).

4. Salary

- a. The Employee's salary shall continue to be paid directly to the Employee by the original authority in accordance with their contract of employment. The annual salary will be increased in line with normal incremental progression and cost of living pay rises outlined in the substantive contract of employment.
- b. Travel and subsistence expenses incurred by the Employee in the course of his/her duties with the host authority shall be claimed by the Employee in the usual manner via the original authority's payroll. The Adoption Agency Service manager (AASM) will liaise with the original authority to identify properly incurred claims which will be paid in accordance with the rates agreed by the original authority.
- c. The original authority shall be responsible for making all deductions from salary including PAYE deductions for income tax, National Insurance and pension contributions (where appropriate).

5. Hours

The Employee will work the hours set out in their employment contract, which are unchanged by the secondment arrangements. The working arrangements / pattern will be determined by and overseen by the original authority, to suit the needs of the Regional Adoption Agency.

6. Annual leave

The Employee's annual leave entitlement will be as provided under the substantive contract of employment. The timing of annual leave must be agreed with the Employee's delegated line manager at the integrated service and must be approved before any leave commitments are made by the Employee.

7. Sick leave

- a. The Employee will remain subject to the original authority's attendance and absence management process. In the event that the Employee is unable to attend work due to sickness, they should contact their line manager at the integrated service who will follow the original authority's sickness reporting procedure and will carry out return to work interviews.
- b. The Employee should direct all self-certification forms and medical certificates to the line manager at the integrated service who will send them to the relevant contact at the original authority for dealing.

8. Pension

The Employee will continue to be covered by the original authority's pension scheme whilst on secondment and contributions will be maintained by the original authority during the secondment. The original authority will continue to pay employers contributions in relation to the Employee's employment.

9. Place of work

The Employee will be based at: (insert address).

10. Equipment

The original authority and the host authority will be jointly responsible for providing the Employee with ICT, copying facilities and all other necessary equipment and learning and development for the Employee to enable [him/her] to carry out their necessary duties.

11. Health and Safety

Subject only as otherwise expressly provided in this Agreement the original authority shall retain all normal duties and other legal responsibilities of an employer for the Employee, but the host authority shall comply with all relevant requirements contained in or having effect under the legislation relating to health, safety and welfare at work and provision of a safe working environment.

12. Conduct/complaints

- a. The Employee will remain subject to the original authority's rules governing conduct and behaviour of staff. The Employee agrees to continue to abide by the original authority's Code of Conduct for employees and financial regulations and to abide by both the original authority and the host authority's policies as agreed prior to commencement of the secondment. In the event that any inconsistency occurs between the respective policies of the original authority and the host authority in relation to any issue of conduct, capability, disciplinary and/or grievance issues, then it will be interpreted consistently with the policy of the original authority and decisions about the conduct or capability of the Employee will ultimately be made by the original authority, with input at the investigation stage and a recommendation from the AASM. line manager within the host authority.
- b. The host authority will not take any formal action against the Employee on grounds of misconduct or capability, except where an allegation which constitutes gross misconduct has been made and where it is appropriate in those circumstances to impose a precautionary suspension from work, pending the outcome of an investigation. Any allegation of misconduct or issues relating to capability will be referred to the original authority, who will agree with the host authority the appropriate course of action, the original authority being responsible for any decision affecting the seconded Employee. If an investigation is needed a manager from the host authority may be the most appropriate person to investigate or to hold formal investigation meetings, but should be accompanied at any formal meeting by an HR or management representative of the original authority. The decision to terminate employment can only be made by a manager employed by the original authority and appeal rights under the original authority's handbook and/or policies would apply.
- c. Any grievances raised during the secondment will be discussed by the AASM and the relevant contact at the original authority. A joint decision will be reached as to the most appropriate procedure to follow and who should handle the grievance based on the specific circumstances of the given grievance complaint. The original authority will ultimately be responsible for the outcome of any grievance, on consideration of a recommendation from the AASM.

13. Union Representation

The Employee's right to union representation is unchanged. If the Employee currently has union deductions made from their salary this will continue unless they choose otherwise.

14. Continuing Contact with Employer

As the Employee will remain an employee of the original authority during the secondment they will be permitted to have access to the Employee's original authority's intranet site wherever possible.

15. Business Ethics and Conflict of Interest

The Employee shall maintain appropriate professional standards including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with the original authority's interests or those of the host authority.

16. Performance Management

- a. The Employee will be required to carry out all reasonable instructions, which the AASM may give in connection with work.
- b. The AASM will manage the workload of the seconded Employee and will be responsible for ensuring that regular day to day performance and supervision meetings are held with the Employee, in line with the original authority's supervision procedures. The aim of these meetings will be to monitor the achievement of the objectives in relation to the secondment and to discuss training and development for the Employee in their seconded role. For the avoidance of doubt any decision about performance which may adversely affect the Employee's employment will ultimately be made by management at the original authority and in accordance with clause 12 of this Agreement, having consulted with the host authority in gathering any evidence as part of a reasonable investigation, where necessary.
- c. The host authority will provide the Employee with any training and development to ensure that the Employee continues to be equipped to carry out their role including the provision of a development plan if appropriate.
- d. The host authority will not approach the Employee with an offer of permanent employment during the continuance of this contract without prior agreement from the original authority.

- e. If the Employee applies for a position that the original authority advertises in internal or external media, they will be treated as any other applicant who is an employee of the original authority.

17. Confidentiality

- a. Neither the host authority nor the Employee shall, without the original authority's prior written consent, disclose by way of a press release or otherwise to any third party any information which relates to the services provided or the duties performed under this contract save as is necessary in the proper performance of such services and duties.
- b. Neither the host authority nor the Employee will at any time during or after the termination of this contract divulge any confidential information relating to the original authority or to providers or about any other services provided or duties performed under this Agreement to any person without the written consent of the original authority.
- c. The Employee has read and agrees to comply with the confidentiality requirements set out in Appendix 1 of this Agreement.

18. Termination

- a. The Secondment will end if the Employee is formally notified that it is ending by the host authority or the original authority either in accordance with Clause 3 of this Agreement or howsoever the original authority shall direct, at which point the Employee will return to their role with the original authority.,
- b. The host authority and original authority agree to provide as much notice as is possible to the Employee of the end of the secondment.
- c. In the event that the host authority decides to opt out of the Integrated Services Agreement, the parties will agree to endeavour to inform the Employee in accordance with clause 18.b above.
- d. As the Employee's secondment relates to their substantive role, requests from Employees to terminate the secondment early may or may not be agreed.

**Authorised to sign
for and on behalf of the xxxxxCouncil**

**Authorised to sign
for and on behalf of
Stockport MBC**

Name in capitals
Position in original authority
Date.....

Sue Westwood
Regional Adoption Manger
Date.....

Signature by Employee

I agree to the variations of my terms and conditions of employment as detailed in this agreement during the period of the secondment.

Signature.....

Name in capitals

Date.....

You are requested to sign and return a copy of this agreement within two weeks of the date of sending. If a response if not received, it will be assumed that you consent to these arrangements.

Confidentiality

For the purposes of this secondment agreement, 'Confidential Information' means:

- Personal information (in whatever form and on whatever medium) which is subject to the provisions of the Data Protection Act 1998 (this may be collected or generated directly by the RAA, obtained from other authorities participating in the RAA and/or received from other organisations.)
- Non personal information (in whatever form and on whatever medium) relating to the business activities of the RAA, Stockport Council, another local authority within the RAA or any other third party organisation which is confidential in nature and if inappropriately disclosed may harm the interests of the RAA and/or other parties from whom the confidential information has been obtained.

Confidential Information must be protected at all times from inappropriate access and disclosure.

For the period of their secondment to the host authority, the Employee shall:

- Ensure that Confidential Information is stored, accessed, used, transported and disposed of appropriately and that security levels are maintained at all times in accordance with the host authority's agreed policies and procedures for the secure and responsible handling of information and any specific directions as issued from time to time by the RAA.
- Not directly or indirectly use, record or disclose any Confidential Information, except as may be necessary for the proper performance of their duties or as may be specifically authorised in writing by an authorised senior officer of the RAA and shall observe this requirement after the secondment ends.
- Ensure the security of any media or equipment provided by the RAA containing Confidential Information in their custody or control and shall not, except in the proper course of their duties, show or disclose or communicate the contents or substance thereof to anyone.

- Ensure that RAA papers, equipment or data within their custody or control during transit from one secure location to another, shall remain secure and in no circumstances is left unattended in vehicles or on public transport.
- Seek advice, guidance and/or additional training from their line manager in the event they have any doubts or concerns about their responsibilities for the security of information entrusted to them or the authorised use of that information.
- Upon termination of the secondment (for whatever reason), and at any other time at the request of an authorised officer of the RAA, shall without retaining any copies or records thereof, immediately return all such media, equipment and documents to the relevant officer and shall deliver up to [her/him] all copies of such documents or extracts of such documents and all other notes, memoranda, photographs, drawings, records or other materials obtained or generated in the course of the secondment

The Employee understands that failure to comply with the above requirements may in some circumstances give rise to the commission of a criminal offence and/or constitute grounds for serious disciplinary sanction.

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16th November 2016**RE: The Regional Adoption Agency (RAA)**

I write in connection with the above collaboration and the insurance implication which flow therefrom, some of which you may or may not have been made aware of following discussions within your own organisation. I will try and set out briefly the salient aspect of the collaboration and then offer consideration of the insurance solutions we propose, which for all RMP clients apply automatically unless you tell us to the contrary.

The conclusions and suggestions as set out in this letter are drawn from the various discussions we have held with Stockport MBC as the host authority and also having sight of the documents mentioned below at various stages of being drafted.

1. Integrated Services Agreement
2. Secondment Agreement

General:

1. In the summer of 2015 Central Government announced it wanted all Council Social Services terms to work more closely together over adoption measures so as to ease the red tape, pool vital resources and share more closely their experiences. This 'merger' of resources must be completed by the end of this parliament – so around May 2020 at the latest – and it is compulsory - the RAA.
2. The RAA we are concerned with here is a collaboration between Stockport/Trafford /Cheshire East/Salford and Manchester C C. Each member will continue to deliver their own adoption services but the RAA will compliment that service, with each Authority retaining their statutory duty and the RAA delivering the service on behalf of the 5 local authorities. Thus the RAA will not replace the adoption service of each member. The service is aiming to be operational by July 2017.
3. The proposal before us now is a 'shared service' with Stockport as the host authority.. The coming together of the 5 Councils into a Regional Adoption Agency (RAA), is one of 19 such collaborations around the country and this particular RAA is referred by Central Government as a Demonstrator RAA – of which there are 5 around the country.
4. The aim of the Demonstrators RAA is that they will pathway the way forward through the various issues and offer a blueprint to the other RAA's as to how they can go about setting up their own RAA's.



5. This RAA here operates as follows:
 - a. Stockport MBC as host authority – they sort out finance, negotiate premises etc
 - b. The RAA will have a strategic board made up of the Council Officers.
 - c. Each Council will second a proportion of its Children's services staff into the RAA – around 60 in total.
 - d. The RAA will have *no legal identity* and all employee contracts will remain with the original employing authority.
 - e. The RAA will most likely operate from 3 Council premises spread across the 5 councils and lease agreements will be drawn up.
 - f. The desire of each council is that where possible the liability will rest with the authority which has given rise to the loss or has legal responsibility for the loss.
 - g. Any newly post vacancies within the RAA will be responsibility of SMBC and will become SMBC employees.

6. The Adoption Process is as follows:
 - a. In the wider context of adoption the RAA will generate and have a wider pool of families wishing to adopt and they will work with voluntary sector agencies and other public bodies to encourage and 'recruit' adoption families.
 - b. The Courts need to approve any nominated family for adoption and clearly they go through a vigorous process before they can become adoptive parents.
 - c. The RAA will family find on behalf of the local authority who has legal responsibility for the child..
 - d. This same Council then needs to ensure the family are suitable, seek a court order for the adoption and then retain an on-going duty to monitor the adoption and make sure all is satisfactory with the placement. The statutory duty to look after the child does not transfer to the RAA or is it diluted in any way. It remains firmly with the placing Council.
 - e. Each council is encouraged through the RAA to use the already listed adoptive families they currently have on their own register of adoptive families.

Flowing from the above we feel the key liability issues are as follows:

1. **Employers Liability** – It is suggested that each Council bear its own EL risk for seconded employees and if it can be shown another Council is responsible for the injury then we would be encouraged to subrogate against negligent party. So if a Stockport MBC employee on secondment to the RAA is sitting in a Manchester CC office and a chair they sit on collapses then SMBC have the EL claim in the first instance but they would want us to subrogate against MCC to try and make a recovery.



2. **Employers Liability – TUPE** – Should any seconded employee decide to bring an employer's liability claim against Stockport MBC under the TUPE Regulations in line with (1) above the claim will be dealt with by the seconded employees 'employing authority' and their insurers and Stockport MBC will be afforded an indemnity from the employing authority in respect of the claim. The indemnity will not apply if Stockport MBC caused the injury to the seconded employee.
3. **Public Liability – Injury to Child** – This PL risk is to remain firmly with the placing Council as they have the statutory duty. Also any claims made by the Adoptive parents - should there be one – would again be with the placing Authority. Even if it was felt the RAA had in some way contributed to the injury – say a negligent profiling of the family – no recovery would be pursued against the RAA as (1) it has no legal identity and (2) the Council in question has representative on the RAA Board etc. and is at least in theory 1/5th of the RAA – so it would be suing itself and with which Council would the RAA claim rest?
4. **Public Liability – Injury to a TP (not (2))** – This just rests with the employing authority of the employee responsible for the injury/damage.
5. **Public Liability – Defective premises and other Occupier Liability claims outside of (3)** – an example of such a claim could be that a member of the public visits one of the regional RAA hubs and trips over a computer cable in the offices – its felt this should rest with the Council who have supplied/own the offices. This is to be reflected in the lease agreements.
6. **Officials Indemnity** – If a claim for pure financial loss is made by the child then this will rest with the placing Authority as per (2) above – i.e. if the adopted family abused them and they placed a claim for prejudice on the job market but no accompanying injury claim – as difficult as this maybe to imagine.
7. **Officials Indemnity** – The RAA will hold and handle sensitive data on both the adoptive families and potentially the child. Suppose this data was negligently shared – e.g. an abused child is adopted and accidentally the RAA reveals the address of the adopted family to the paternal family. This could lead to a claim for moving house and the like from the adoptive family. If the partner authority responsible for the leak can easily be identified then the claim will rest with that authority. If the matter is so complicated it cannot be clearly established which partner is responsible for the leak then the claim will be shared on 1/5th basis equally by all partners, irrespective of liability (non-negligent cover). Stockport as the host authority and their insurers will handle the claim and involve other partners/insurers as appropriate.

We recognise there maybe issues around the SIRO (Senior Information Risk Officer) and there would only be a SIRO if the RAA was a legal entity. The RAA cannot be a data controller without this. The SIRO in each LA would need to take responsibility as data controller and this should be covered in the Partnership Agreement.



Please note that the Integrated Services Agreement (clause 14) says that apart from Employers Liability cover the Host (Stockport) shall be responsible for ensuring that adequate insurance arrangements are in place for the RAA at the time of completing the Agreement. This means that Stockport *will not* have to arrange cover, just merely be responsible for making sure each partner authority has adequate cover in place. Therefore it is the responsibility of each Authority to ensure they have appropriate insurance cover in place to meets its obligations as part of their statutory duties and under the Agreement

For all those Council insured with RMP for casualty risks there are no amendments required to the policy wordings. Please feel free to contact the writer should any of you have any queries regarding the RAA or the contents of this letter.