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**WESTERN BAY REGIONAL ADOPTION SERVICE**

**INTER AUTHORITY SERVICES AGREEMENT**

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Between

Bridgend County Borough Council

AND

Neath Port Talbot County Borough Council

AND

The Council of the City and County of Swansea

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**THIS AGREEMENT** is made the [DATE]

## **PARTIES**

- (1) **BRIDGEND COUNTY BOROUGH COUNCIL** of Civic Offices, Angel Street, Bridgend, CF31 4WB ("**Bridgend**");
- (2) **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of Port Talbot Civic Centre, Port Talbot, SA13 1PJ ("**NPT**"); and
- (3) **THE COUNCIL OF THE CITY AND THE COUNTY OF SWANSEA** of Civic Centre, Oystermouth Road, Swansea, SA1 3SN ("**Host Authority**").

## **BACKGROUND**

- (A) In February 2013 in the document "Sustainable Social Services: A Framework for Action" the Welsh Government made it clear that it expects and if necessary will require that some services, including adoption, will be provided nationally.
- (B) In a written statement on 25th April 2013, the Deputy Minister for Children and Social Services endorsed the proposals for achieving a national adoption service and the development of a functional model for the delivery of services across Wales, as presented by Association of Directors for Social Services Cymru (**ADSS**) and the Welsh Local Government Association (**WLGA**).
- (C) The functional model proposes that five regional adoption collaboratives are established to deliver the functions of the national service. This Agreement relates to the proposed Western Bay Regional Adoption Service consisting of Bridgend, Neath Port Talbot and Swansea. Under this Agreement Swansea will act as the Host Authority for the delivery of all regional responsibilities and functions.
- (D) This Agreement facilitates the amalgamation of three adoption services into a single integrated service team and outlines the arrangements for governance, Pooled Fund, staffing and resources.

## IT IS AGREED

### 1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement.

<b>“Agreement”</b>	means this agreement and any schedules attached hereto;
<b>“Authority” or “Authorities”</b>	means either the Host Authority, NPT or Bridgend or all as the context requires;
<b>“Commencement Date”</b>	means the 1 <sup>st</sup> of April 2015
<b>“EIR”</b>	means the Environmental Information Regulations
<b>“Employee”</b>	means any person who is employed by an Authority and works within the adoption service;
<b>“FOIA”</b>	means the Freedom of Information Act 2000;
<b>“Host Authority”</b>	means the Council of the City and County of Swansea or any subsequent replacement as permitted within the terms of this Agreement
<b>“Information Sharing Protocol”</b>	means the process detailed in Schedule 2 to be adhered to by the Authorities when sharing information, including Personal Data as defined in the Data Protection Act 1998,
<b>“Integrated Service”</b>	means the amalgamation of the three adoption service teams across the western bay area and the management and delivery of those services as detailed in Schedule 1 and Annex 1 to that Schedule (Integrated Service Specification);
<b>“Intellectual Property”</b>	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, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered.

<b>“Key Objectives”</b>	means the objectives for the Integrated Service as detailed in Schedule 1 Part 2;
<b>“Management Board”</b>	means the group comprising of: <ul style="list-style-type: none"> <li>▪ A Head of Service from each of the Authorities;</li> <li>▪ the Director of Social Services, Health and Housing at NPT who shall act as chairperson.</li> </ul>
<b>“Necessary Consents”</b>	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Integrated Service;
<b>“Original Authority”</b>	means the Authority that employs the Employee prior to the Commencement Date and continues to employ any such Employee throughout this Agreement who is responsible for managing any vacancy of that post thereafter;
<b>“Placing Authority”</b>	Means the Authority making the “should be placed “ and “matching” decisions in respect of children for whom is has a statutory responsibility.
<b>“Pooled Fund”</b>	means the joint fund(s) of monies administered by the Host Authority under the direction of the Management Board being the shared contributions from the Authorities for the purpose of delivering the Integrated Service as set out in clause 9;
<b>“Regional Adoption Service Manager”</b>	means the individual employed by the Host Authority who will have the day to day operational responsibility for the delivery of the duties of the Integrated Service as detailed in Schedule 3 part 2.
<b>“Retained Functions”</b>	Means those functions retained by each individual Authority as set out in paragraph 2.4 of the Annex to Schedule 1.

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

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

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

## 2. **AGREEMENT**

- 2.1 This Agreement is made under the powers conferred by Section 101 and 111 of the Local Government Act 1972, Section 25 of the Local Government Wales Act 1994, the Local Authorities (Goods and Services) Act 1970, Sections 2, 19, 20 of the Local Government Act 2000, Section 3A(1) of the Adoption & Children Act 2002 (as amended by Social Services and Well-being (Wales) Act 2014 and all other enabling powers now vested in the Authorities.
- 2.2 The Authorities have agreed to establish the Integrated Service on the terms of this Agreement in order to achieve the Key Objectives
- 2.3 In order to facilitate the creation of the Integrated Service under this Agreement, the 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 I;
  - (c) appoint a Regional Adoption Service Manager to carry out functions set out in Schedule 3 Part II;
  - (d) create a Pooled Fund to facilitate the delivery of the Service.

## 3. **TERM**

- 3.1 This Agreement shall take effect on the Commencement Date and shall continue until such time as the Agreement is terminated in accordance with clause 15.

## 4. **CONSENTS AND DUE DILIGENCE**

- 4.1 The Authorities shall ensure that all Necessary Consents are in place to provide the Integrated Service and shall provide copies thereof to the Host Authority.

4.2 Subject to clause 4.3 below where there is any conflict or inconsistency between the provisions of the Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Host Authority has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Integrated Service and the requirement of any such Necessary Consent does not impede the delivery of the Integrated Service then the Agreement shall accordingly be varied to be consistent with the Necessary Consent.

4.3 Where there is a conflict or inconsistency between this Agreement and any Necessary Consent that impedes the delivery of the Integrated Service the matter shall be referred to the Management Board for immediate resolution.

4.4 The Host Authority acknowledges and confirms that:

(a) it has had an opportunity to carry out a due diligence exercise in relation to the Integrated Service and has asked the Authorities questions it considers to be relevant for the purpose of establishing whether it is able to provide the Integrated Service in accordance with the terms of this Agreement;

(b) it has received all information requested by it from the Authorities pursuant to clause 4.3(a) to enable it to determine whether it is able to provide the Integrated Service in accordance with the terms of this Agreement;

(c) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Authority pursuant to clause 4.3(b).

## 5. **HOST SERVICES**

5.1 It is agreed between the Authorities that for the purpose of the development and delivery of the Integrated Service, the Host Authority shall provide the Integrated Services for and on behalf of all the Authorities and, subject to acting in accordance with the instructions of the Management Board and clause 5.2 shall have authority to enter into agreements necessary with any third party in respect of the provision of the Integrated Services. Any contract entered into by the Host Authority will be based solely on the Host Authority's Contract Procedure Rules.

- 5.2 Where the Host Authority is minded to put in place agreements with third party providers for the provision of the Integrated Services, it shall first consult the other parties to this Agreement to ascertain whether they are able to provide such services, and the provision of those services either by a third party or one of the Authorities will be subject to the agreement of the Management Board.

## 6. **GOVERNANCE**

### **MANAGEMENT BOARD**

- 6.1 The Management Board is responsible for the overall strategic direction of the Integrated Service. Its functions and terms of reference are set out in Schedule 3 Part I to this Agreement.

### **REGIONAL ADOPTION SERVICE MANAGER**

- 6.2 The Host Authority is responsible for the day to day running of the Integrated Service, its functions largely discharged by the Regional Adoption Service Manager. The functions and terms of reference of the Regional Adoption Service Manager are set out in Schedule 3 Part II.

## 7. **STAFF**

- 7.1 All staff employed in the operation of the Integrated Service shall have a mobility clause within their employment contracts enabling them to operate within the geographical area covered by the Western Bay Regional Adoption Service.
- 7.2 Where deemed appropriate by the Host Authority, the Employees shall be required to co-locate to offices in the Neath Port Talbot area ("**Co-Located Offices**").
- 7.3 All Employees shall remain employed by the Original Authority during the operation of the Integrated Service, with the terms of their employment remaining unchanged save for the requirements of clause 7.1. In particular, the period of continuous employment will remain unbroken.
- 7.4 All staff employed in the operation of the Integrated Service shall be managed and supervised on a day to day basis by the Regional Adoption Service Manager (or another authorised officer). Responsibility for any conduct or disciplinary matters remains with the employing Authority utilising the employing Authority's policies and procedures. For the avoidance of



doubt the Authorities acknowledge and accept that they may have to provide assistance and or any information reasonably requested by the employing Authority in order that the employing Authority may comply with any duties or obligations to the staff.

- 7.5 Where applicable a procedure for training and development of all staff involved in the operation of the Integrated Service will be agreed by the Management Board and implemented by each Authority and reviewed by the Regional Adoption Service Manager.
- 7.6 The Management Board will be responsible for all decisions relating to the staffing structure required to deliver the Integrated Service to ensure that it is fit for purpose.
- 7.7 The Management Board shall be responsible for all decisions relating to staffing costs as part of its role in managing the Pooled Fund in accordance with Schedule 4.

## 8. **PREMISES**

- 8.1 To further the development of the Integrated Service, Employees are required, as directed by the Host Authority, to co-locate to offices in the Neath Port Talbot area shown edged red on the plan annexed to Schedule 6 ("**Co-located Offices**").
- 8.2 The Integrated Service Employees shall be entitled to utilise the Co-located Offices during normal working hours when the Port Talbot Civic Centre is open to employees of NPT.
- 8.3 The Integrated Service Employees shall at all times comply with any health and safety policies of NPT that have been notified to them by NPT.
- 8.4 It is acknowledged by the Authorities that the office space and IT infrastructure was grant financed during the initial transition period Any costs incurred over and above the grant funding shall be apportioned in accordance Schedule 4 of this Agreement.
- 8.5 The Host Authority shall be permitted access to NPT and Bridgend premises as the Host Authority reasonably requires for the purposes of properly providing the Integrated Service.

## 9. POOLED FUND

- 9.1 The financial arrangements between the Authorities for the delivery of the Integrated Service is detailed in Schedule 4 of this Agreement.
- 9.2 The budget for the first financial year of this Agreement together with the mechanism for calculating subsequent budgets and contributions is set out in Schedule 4.
- 9.3 The constituent elements of the Pooled Fund will include all variable and fixed costs of providing the Integrated Service and is set out in Schedule 4
- 9.4 The apportionments each Authority will contribute for the first year of this Agreement are set out in Table 1 of Schedule 4. Percentage apportionments of the Pooled Fund for subsequent years shall be agreed by the Authorities in accordance with paragraph 1.3 of Schedule 4. The percentage apportionments agreed in accordance with paragraph 1.3 are calculated based on anticipated use of placements per year per Authority. This figure is then adjusted in accordance with paragraph 1.6 of Schedule 4 to reflect actual usage and this Agreement shall be varied accordingly to incorporate the adjusted figure on an annual basis.
- 9.5 The financial contributions of each Authority and the pro rata apportionments contained within Schedule 4 are agreed by each Authority for the year 2015/16 and will be amended on an annual basis going forward in accordance with clause 9.4 above.
- 9.6 No provision of this Agreement shall preclude the Authorities by mutual agreement making additional contributions of non-recurring monies to the Pooled Fund from time to time but no such additional contributions shall be taken into account in the calculation of the Authority's respective contributions for the purpose of apportionment in Schedule 4. Any such additional contributions of non-recurring monies shall be explicitly recorded in the budget arrangements, as a separate item.
- 9.7 Subject to Clause 9.8, the costs incurred by any of the Authorities in delivering the Integrated Service, shall be the responsibility of the Authority incurring the same unless and until such time as the Authority views those costs as disproportionate/ and or unreasonable, wherein the matter shall be referred to the Management Board for consideration. The Management Board shall determine whether such costs shall be met by the Pooled Fund and apportioned in accordance with Schedule 4 of this Agreement.

- 9.8 The costs incurred by NPT in providing premises and infrastructure support in accordance with clause 8 and as more particularly described in Schedule 6 shall form part of the costs met by the Pooled Fund and NPT will invoice the Pooled Fund accordingly.
- 9.9 Any reasonable costs incurred by NPT in the use of the Premises (over and above those contained within Schedule 6) which have been agreed by all parties to this Agreement shall form part of the Pooled Fund and NPT will invoice the Pooled Fund accordingly
- 9.10 The Host Authority shall be responsible for administering the Pooled Fund and shall act in accordance with the instructions of the Management Board. The internal regulations of the Host Authority shall apply to the management of the Pooled Fund. The Host Authority shall be responsible for forecasting and reporting to the Management Board upon the targets and information requirements set by the Management Board from time to time. The Host Authority shall make payments from the Pooled Fund, necessary to deliver the Integrated Service and in accordance with the instructions of the Management Board.
- 9.11 The Pooled Fund is to be used solely to achieve the aims and objectives of the Integrated Service set out in Schedule 1 and in accordance with the terms of this Agreement.
- 9.12 The Host Authority shall ensure that the Pooled Fund is used efficiently and in accordance with industry standard financial recording and reporting methods to deliver agreed outcomes and that expenditure and income within the Pooled Fund remains within budget and that any exceptions to this are reported to the Management Board in a timely manner.
- 9.13 The Authorities shall take mitigating action applicable and appropriate to ensure expenditure remains within the limit of the Pooled Fund and shall not act unreasonably so as to expose the other Authorities to undue financial risk.
- 9.14 The benefit of any surplus in the Pooled Fund at the end of any financial year may be used as agreed by the Management Board, or where there is no agreement, distributed to the Authorities in accordance with the apportionments as adjusted in accordance with paragraph 1.6 of Schedule 4. For the avoidance of doubt in this clause the end of the financial year will be the financial position after the reconciliation has been carried out in accordance with clause 1.6 of Schedule 4.
- 9.15 In the absence of the Authorities agreeing revised Pooled Fund contributions or apportionments as outlined in Schedule 4, the Authorities shall remain liable

to contribute the same sum as was identified as their contribution in the previous financial year after any adjustments have been undertaken in accordance with paragraph 1.6 of Schedule 4.

- 9.16 The invoicing arrangements between the Authorities shall be agreed by the Management Board

## 10. **INTELLECTUAL PROPERTY**

- 10.1 Any Intellectual Property created through the establishment and running of the Integrated Service shall vest in the Host Authority on trust on behalf of all the Authorities in equal proportions. This shall include but is not limited to processes, procedures, methodology and manuals.

- 10.2 The Host Authority shall grant to the Authorities an irrevocable licence to use that intellectual property for the purposes of the Integrated Service.

- 10.3 Nothing in this clause shall operate to prevent or make difficult the sharing of good practice between the Authorities.

## 11. **AGREEMENT REVIEW**

- 11.1 There will be an annual review of this Agreement to ensure it is achieving its objectives and that each Authority is upholding the general aims and spirit of this 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.

## 12. **ESCALATION**

- 12.1 If an Authority has any issues, concerns or complaints about the Integrated Service, or any matter in this Agreement, that Authority shall notify the other Authorities and the Authorities shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Management Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Management Board within 14 days, the matter may be escalated to the Chief Executives of each Authority for resolution.

- 12.2 Subject to the provisions of clause 17 where any Authority receives any formal inquiry, complaint, claim or threat of action from a third party including, but not limited to, claims made by a supplier or requests for information made under the FOIA in relation to the Integrated Service, the matter shall be

promptly referred to the Regional Adoption Service Manager. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Integrated Service, without the prior approval of the Regional Adoption Service Manager.

### 13. **VARIATION**

13.1 Subject to clause 13.2 below this Agreement, including the Schedules and any Annexes, may only be varied by written agreement of all parties to this Agreement.

13.2 It is acknowledged and accepted that the table of contributions as set out in Schedule 4 will vary every year in accordance with paragraph 1.6 of Schedule 4 of this Agreement and any variation in this regard will be deemed to be incorporated once agreed by the Management Board and notification sent out to each Authority.

### 14. **LIABILITY AND INSURANCE**

14.1 Save for employer's liability insurance, which is further detailed in clause 14.5 below, the Host Authority shall be responsible for ensuring that adequate insurance cover agreed between the Authorities is in place covering the delivery of the Integrated Service

14.2 Any additional insurance premium payable by the Host Authority in insuring the Integrated Services shall be shared between each Authority in accordance with the percentage apportionment agreed between the Authorities for the relevant financial year and calculated in accordance with Schedule 4 following any reconciliation as set out in paragraph 1.6 of Schedule 4.

14.3 The Host shall notify the other Authorities within 10 days of any claims received in respect of the Integrated Service.

14.4 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:

- (a) the Authorities agree to contribute to such losses in accordance with the percentage apportionments detailed in Table 1 of Schedule 4 (as adjusted in accordance with paragraph 1.6 of Schedule 4) for all losses suffered, in relation to all actions, proceedings costs, claims, demands liabilities, losses 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 the duties and responsibilities of the Host Authority and/or implementing decisions of the Management Board, save where the losses incurred are caused by an unauthorised or negligent act or omission of the Host Authority in which event the Host Authority shall indemnify the other Authorities in respect of such losses.

(b) Placing Authorities are solely responsible for any losses arising as a result of the exercise of any of their Retained Functions.

14.5 Save for those costs associated with withdrawal or termination, any costs incurred as a result of employer liability claims will be met by the employing Authority in respect of those members of staff whom it employs. The employing Authority is to maintain employers liability insurance in respect of all its staff employed in the operation of the Integrated Service.

14.6 The provisions of this Clause shall survive termination.

## 15. **WITHDRAWAL AND TERMINATION**

15.1 Subject to clause 15.3 and 15.4 below any Authority may decide to withdraw from this arrangement.

15.2 If the Authorities agree that the Agreement should be terminated, then the Authorities agree to allow a reasonable period in order for the Host Authority to wind down the Integrated Service and Management Board whilst continuing to comply with their statutory requirements.

15.3 If any Authority wishes to withdraw from this Agreement it must notify each of the other Authorities by giving not less than twelve (12) months' notice in writing of its intention to withdraw.

15.4 If any Authority has notified the Host Authority of its intention to withdraw from this Agreement the remaining Authorities shall immediately review the Agreement to determine whether there is sufficient resource for the Host Authority to continue to fulfil its functions, obligations and responsibilities on behalf of the remaining Authority or whether the Agreement should be terminated pursuant to clause 15.2.

15.5 In the event of the Host Authority notifying the other Authorities of its intention to withdraw from this Agreement all parties shall immediately review the Agreement to determine whether either of the remaining Authorities can become a host Authority or whether the Agreement should be terminated pursuant to clause 15.2.

15.6 If it is decided that the Agreement is to continue after notice is given by the Host Authority to withdraw, the Host Authority shall continue to fulfil its functions, obligations and responsibilities until such time as arrangements have been made for the replacement host Authority to take over the Integrated Service.

## 16. **CONSEQUENCES OF WITHDRAWAL OR TERMINATION**

16.1 Unless otherwise agreed by the Management Board:-

16.1.1 In the event of any Authority withdrawing from this Agreement irrespective of whether notice has been issued, that Authority shall remain liable in accordance with the apportionments as adjusted in accordance with paragraph 1.6 of Schedule 4, for any financial or other obligation or liability (actual or contingent) incurred as a party to this Agreement in respect of the period to which the Authority was a party to the Integrated Service. This will also include a proportion of any additional costs incurred by the Authorities as a result of the withdrawal and as agreed by the Management Board.

16.1.2 In the event of the termination of this Agreement, all costs associated with such termination and any surplus of funds within the Pooled Fund and any disposal of assets, shall be shared by the Authorities in accordance with the apportionments as adjusted in accordance with paragraph 1.6 of Schedule 4.

16.2 Costs associated with termination shall include all related staffing costs, (as set out on Schedule 4 paragraph 1.5), costs relating to the disposal of assets acquired for the operation of the Integrated Service and any costs incurred by the Host Authority in terminating or otherwise dealing with its liabilities in relation to third party contracts entered into in accordance with clause 5.2. This list is not exhaustive.

16.3 This clause together with clauses 14 and 17 shall survive the termination of this Agreement.

## 17. **DATA PROTECTION AND FREEDOM OF INFORMATION**

### **DATA PROTECTION**

17.1 All Authorities shall comply with the notification requirements under the Data Protection Act ("**DPA**")

17.2 All 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 Protocol detailed in Schedule 2 to this Agreement.

#### **FREEDOM OF INFORMATION**

17.3 Notwithstanding their duties under clause 12.2, each Authority acknowledges that they are 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 Authority, by whom the request has been received, to comply with disclosure requirements under the FOIA.

17.4 The costs of dealing with any request shall be borne by the Authority receiving the request.

#### **18. WELSH LANGUAGE POLICY**

18.1 The Authorities shall comply with the provisions of the Welsh Language Act 1993 or any replacement protocol that the Authorities are required to implement as a result of the Welsh Language (Wales) Measure 2011 and Welsh Language Standards (Welsh Ministers, County and County Borough Council and National Park Authorities) Regulations 2015.

18.2 The Host Authority shall ensure that all third party contracts entered in connection with the Integrated Service shall comply with the requirements of the Welsh Language Act 1993, the Welsh Language Measure 2011 and Welsh Language Standards Regulation 2015 insofar as they apply to any of the Authorities.

#### **19. COMPLAINTS**

19.1 All complaints relating to the conduct of a member of staff employed in the delivery of the Integrated Service shall be referred to the relevant employing Authority who shall deal with that complaint in accordance with their internal policies. Any complaint relating to the Integrated Service provided to a service user shall be referred to the Authority with statutory responsibility for the service provision and shall be dealt with by that Authority in accordance with their internal policies. Where a complaint is received by the Integrated Service and there is a potential for more than one Authority to be responsible



for managing that complaint, then the Authority to assume responsibility shall be determined by a joint decision of officers from the Authorities concerned

20. **GOVERNING LAW AND JURISDICTION**

20.1 This Agreement shall be governed by and construed in accordance with English and Welsh law and, without affecting the escalation procedure set out in clause 12; each Authority agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

21. **FAIR DEALINGS**

21.1 The Authorities recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare 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 this Agreement, unfairness to any of them does or may result then the others shall use their reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

This Agreement has been entered into on the date stated at the beginning of it.

**THE COMMON SEAL** of **BRIDGEND** )  
**COUNTY BOROUGH COUNCIL** was )  
hereunto affixed in the presence of:- )

**Mayor**

**Authorised Signatory**

**THE COMMON SEAL** of **THE CITY AND** )  
**COUNTY OF SWANSEA COUNCIL** was )  
hereunto affixed in the presence of:- )

**Designation:**

**THE COMMON SEAL** of **NEATH PORT** )  
**TALBOT COUNCIL** was )  
hereunto affixed in the presence of:- )

**Proper Officer**

## **SCHEDULE 1 INTEGRATED SERVICE**

A detailed Integrated Service Specification is attached at Annex 1 of this Schedule 1. For brevity an overview of the Integrated Service vision, general aims and objectives are detailed below.

### **PART 1**

#### **Integrated Service – The Vision**

The Western Bay Adoption Service wishes to build on the success of three local authorities 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.

All partners and stakeholders are agreed that collaboration should be underpinned by two guiding principles; that looked after children and prospective adopters alike are advantaged by doing so and that a regional service is demonstrably more efficient and flexible in delivering the service. All partners and stakeholders are agreed that, good as current performance might be, it can and must be improved upon, most especially in reducing the time that children and young people have to wait for adoptive placements and 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.

The amalgamation of services has been approved by Bridgend, Neath Port Talbot and Swansea.

## **SCHEDULE 1 - PART 2**

### **The Key Objectives**

Through collaboration and joint working the Key Objectives are:

- To carry out the functions of the national adoption service and deliver a comprehensive adoption service on a regional level.
- To ensure compliance with legislation, regulations, minimum standards, local procedures and the performance management framework set by the National Adoption Board.
- To ensure that services are carried out in a timely & efficient way and based upon the assessed needs of those persons requiring the service.
- To ensure that those persons seeking approval as adoptive parents are welcomed without prejudice and delay and that their applications are considered on their individual merit.
- To develop a recruitment strategy which ensures a range of adoptive placements are available regionally or through external agencies to ensure timely placements for all children where the placement plan is adoption.
- To provide a child focussed placement service to ensure that children are appropriately matched with adopters who can meet their needs throughout their childhood.
- To work jointly with Health and Education Boards with a view to:
  - providing a range of pre & post adoption support and intermediary services in conjunction with statutory and voluntary sector providers.
  - establishing effective working links with key stakeholders and other collaboratives.
- To maintain effective working links with local authority Children's Services Departments to ensure that agency functions in relation to children requiring adoptive placements are maintained.
- To utilise and build upon examples of good practice within the region and promote consistency, excellence and continuous improvement.

- To comply with the requirements of external audit and inspection.
- To ensure that customer feedback and the views of services users are obtained and considered in the development of the service.

## **SCHEDULE 1 - PART 3**

### **SERVICES**

#### **Overview**

Working in collaboration the Host Authority shall ensure the Integrated Service will:

- Ensure that adoption is considered for all children needing a permanent alternative family and liaise, support and advise Local Authority agency on adoption related matters.
- Where the plan for children is adoption, assess their placement requirements, and achieve the closest match possible with prospective adopters making all reasonable efforts to enable sibling groups to be placed together where this is in their best interests
- Recruit, prepare and approve prospective adopters who offer the greatest potential for the adoption of looked after children. This will also include foster carers seeking to adopt a child in their care, if this is considered to be an appropriate plan
- Respond to the immediate and long-term needs of birth parents, siblings and other birth relatives involved in adoption
- Provide information, advice and support across the range of interests and needs of those involved in adoption, including 'non-agency' (e.g. parent/partner adoption) and inter-country adoption
- Offer post placement and post adoption support to all adoptive families, including families where a child has been adopted by a parent/partner or relative, or adopted from overseas
- Meet the needs of adopted adults seeking information about their adoption history, and of others seeking information about, and searching for, their relatives who have been adopted, including access to records

## **General duties**

The Host Authority shall ensure that the Integrated Service:

- provides information in a timely manner and follow up to all enquiries from prospective adopters.
- provides counselling, preparation and pre-approval training for all persons seeking approval as adopters and to ensure that assessments are completed in a timely way.
- provides support to adoptive families post approval and placement.
- undertakes assessments of parent/partner and non-agency adopters on behalf of the court.
- assesses and supports persons who are seeking to adopt a child from abroad.
- provides a family finding and linking service for all children referred for an adoptive placement.
- provides a birth parent counselling service for parents and relatives of children where the plan is adoption.
- provides an intermediary service for those adopted adults seeking access to their birth records and those seeking to be re-united with their birth families.
- provides an intermediary service to relatives of adopted persons seeking information and contact with the adopted person.
- provides a range of financial, practical, therapeutic adoption support services to support the assessed needs of children requiring placement and adoptive families.
- delivers the role & responsibilities of the Adoption Support Services Adviser (ASSA).

- establishes and maintains regional Adoption Panels in line with regulatory requirements and manage the responsibilities associated with the running of Panels.
- maintains a management information system to ensure timely, consistent performance reporting to the Director of Operations and the National Board.
- undertakes a Review of Quality of Service on an annual basis in line with regulatory requirements.

This list is not exhaustive and may be subject to amendment in accordance with clause 13



## ANNEX TO SCHEDULE 1

### WESTERN BAY REGIONAL ADOPTION SERVICE

#### INTEGRATED SERVICE SPECIFICATION

##### 1. SERVICE COLLABORATION RATIONALE

- 1.1 All the responsibilities and functions within the five domains of adoption have historically been delivered through the three individual local authority agencies.
- 1.2 The purpose of the Western Bay Integrated Service is to deliver these functions on a collaborative basis, maximising resources to provide services to those affected by adoption in timely and effective manner.
- 1.3 Irrespective of the Welsh Government's willingness to legislate for regional collaboration the Western Bay partners have recognised that there are advantages in developing an Integrated Service. By far the most compelling advantage will be the ability to flex resource to address any and all of the statutory requirements noted above in a timely manner. In addition the ability to utilise a pooled resource to undertake multiple tasks simultaneously will inevitably impact on reducing any unnecessary delay in the process and improve performance in each of the statutory areas. More critically this will also impact positively on the child's journey, shortening the time spent in temporary placements. Potential adopters will also experience a more robust and timely process that will keep them engaged and committed to the Western Bay Adoption Service, therefore reducing the possibility of losing them to a competing agency. Consideration will need to be given to the needs of the service user as to which services should be delivered on a regional and local basis. This specification is, therefore founded on the premise that current performance cannot afford to slip and must improve where possible.
- 1.4 The City and County of Swansea Council will act as Host Authority for the new Integrated Service and will bring together the adoption services of the following authorities:
  - The City and County of Swansea Council
  - Neath and Port Talbot Council
  - The County and Borough of Bridgend Council

##### **Legislative Context**

- Adoption & Children Act 2002
- Children Act 1989
- Adoption (Inter-country Aspects) Act 1999
- The Adoption Agencies (Wales) Regulations 2005
- The Local Authority Adoption Service (Wales) Regulations 2005
- The Local Authority (Non -Agency) (Wales) Regulations 2005
- National Minimum Standards for Local Authority Adoption Services for Wales
- The Adoption Information and Intermediary Services (Pre-Commencement Adoptions) (Wales) Regulations 2005
- The Access to Information (Post-Commencement Adoptions) (Wales) Regulations 2005

- The Adoption Support Services (Local Authorities ) ( Wales) Regulations 2005

1.5 In addition there is a range of statutory guidance and some further amending regulations to support these provisions.

## 2. SCOPE

2.1 The Adoption and Children Act (2002) places a statutory requirement on each participating Authority and, therefore, the Western Bay adoption service, to provide the following:

- Recruit, assess and support potential prospective adopters;
- Work in partnership with the child's social worker in seeking a permanent placement for the child through adoption;
- Assess, support and plan for children who are relinquished by their birth parents;
- Assess, support and plan for children who have a parallel plan for adoption;
- Assess and support parent/partner and family relatives who wish to adopt a child;
- Assess and support those adults who are seeking to adopt from another country (inter-country adoptions);
- Provide a service under the Adoption Support Regulations (2005) to children and adoptive families who are considered in need of family support/financial support or require further support/assistance when the children become adults, e.g. Birth Records Counselling to birth parents, adopted adults, letter box contact etc.;
- The management and support of Adoption Panels which approve prospective adopters and make recommendations on the matching of individual children to adopters, reviewing approvals and ensuring quality of practice;
- The provision of professional advice on best practice and regulations to agency decision maker;
- Provide a quality assurance role across the Integrated Service e.g. quality assuring all Prospective Adopter's Reports (PAR) (Wales) and Child Adoption Report and Annexe B Reports (CAR- B)

2.2 For the sake of clarity decisions in the following areas will be managed as follows:

- **"Approvals"** Head of Service in the Host Authority;
- **"Should Be Placed"** Head of Service in the responsible Authority';
- **"Matching"** Head of Service in the responsible Authority

- 2.3 The provision of legal advice in the case of the responsible Authority will be provided by that Authority's legal department.
- 2.4 The Integrated Service will not be responsible for the following functions as these will be retained by each individual Authority:
- The assessment, care planning and review of children in need and referred and placed for adoption;
  - Maintaining the functions of the Agency Decision Maker in respect of children requiring a "should be adopted decision";
  - Assessing the support needs of children requiring adoption;
  - Responsibility for the choice of adoptive placement and working with the family finder in matching the child with the prospective adopters.

### 3. **AIMS AND OBJECTIVES AND FUNCTIONS OF SERVICE**

- 3.1 The aims and objectives for the Integrated Service are (subject to any agreed variation in accordance with clause 13\_:
- To carry out the functions of the national service and deliver a comprehensive adoption service on a regional level;
  - To ensure compliance with legislation, regulations, minimum standards, local procedures and the performance management framework set by the National Board;
  - To ensure that services are carried out in a timely & efficient way and based upon the assessed needs of those persons requiring the service;
  - To ensure that those persons seeking approval as adoptive parents are welcomed without prejudice and delay and that their applications are considered on their individual merit;
  - To develop a recruitment strategy which ensures a range of adoptive placements are available regionally or through external agencies to ensure timely placements for all children where the placement plan is adoption;
  - To provide a child focussed placement service to ensure that children are appropriately matched with adopters who can meet their needs throughout their childhood;
  - To provide a range of pre & post adoption support and intermediary services in conjunction with statutory and voluntary sector providers;
  - To establish effective working links with key stakeholders and other collaboratives;
  - To maintain effective working links with each Authorities children's services departments to ensure that agency functions in relation to children requiring adoptive placements are maintained;

- To utilise and build upon examples of good practice within the region and promote consistency, excellence and continuous improvement;
- To comply with the requirements of external audit and inspection;
- To ensure that customer feedback and the views of services users are obtained and considered in the development of the Integrated service.

### 3.2 The Integrated Service will:

- Ensure that adoption is considered for all children needing a permanent alternative family and liaise, support and advise the Local Authority agency on adoption related matters;
- Where the plan for children is adoption, assess their placement requirements, and achieve the closest match possible with prospective adopters making all reasonable efforts to enable sibling groups to be placed together where this is in their best interests;
- Recruit, prepare and approve prospective adopters who offer the greatest potential for the adoption of looked after children. This will also include foster carers seeking to adopt a child in their care, if this is considered to be an appropriate plan;
- Respond to the immediate and long-term needs of birth parents, siblings and other birth relatives involved in adoption;
- Provide information, advice and support across the range of interests and needs of those involved in adoption, including 'non-agency' (e.g. parent/partner adoption) and inter-country adoption;
- Offer post placement and post adoption support to all adoptive families, including families where a child has been adopted by a parent/partner or relative, or adopted from overseas;
- Meet the needs of adopted adults seeking information about their adoption history, and of others seeking information about, and searching for, their relatives who have been adopted, including access to records.

### 3.3 General functions & responsibilities of the Integrated Service:

- To provide information, a timely initial response and follow up to all enquiries from prospective adopters;
- To provide counselling, preparation and pre-approval training for all persons seeking approval as adopters and to ensure that assessments are completed in a timely way;
- To provide support to adoptive families post approval and placement;
- To undertake assessments of parent/partner and non-agency adopters on behalf of the court;

- To assess and support persons who are seeking to adopt a child from abroad;
- To provide a family finding and linking service for all children referred for an adoptive placement;
- To provide a birth parent counselling service for parents and relatives of children where the plan is adoption;
- To provide an intermediary service for those adopted adults seeking access to their birth records and those seeking to be re-united with their birth families;
- To provide an intermediary service to relatives of adopted persons seeking information and contact with the adopted person;
- To provide a range of financial, practical, therapeutic adoption support services to support the assessed needs of children requiring placement and adoptive families;
- To deliver the role & responsibilities of the Adoption Support Services Adviser (ASSA);
- To establish and maintain Regional Adoption Panels ("**RAP**") in line with regulatory requirements and manage the responsibilities associated with the running of RAP's;
- To maintain a management information system to ensure timely, consistent performance reporting to the Director of Operations for the National Adoption Service (NAS) and the NAS Governance Board;
- To undertake reviews relating to the quality of the Integrated Service on an annual basis in line with regulatory requirements.

#### 4. **OUTCOMES**

4.1 Outcomes in adoption have traditionally focussed on placement disruption and breakdown and data collected is usually quantitative rather than qualitative. If we are to shift the focus from outputs to outcomes, consideration should be given to the effective management of disruptions and breakdowns and, in particular:

- Improved use and development of predictors of placement outcomes;
- Effective support services and interventions;
- Attachment and mental health; and
- Contentious issues in placement choice

4.2 Additionally, the Integrated Service will develop outcomes and measures around the following, as distinct from National and Regional performance indicators:

- Speed of process – assessment and approval;
- Sign Posting – links to other services and undue delay;
- Fast Tracking – previous adopters and foster carers;
- Matching Process – rationalising interagency fees structure, parallel searching v sequential searching;
- Adoption Register – timeliness of referrals

## 5. **ELIGIBILITY CRITERIA**

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

- Persons seeking approval as adoptive parents from within the regional boundary although applicants from outside the region will also be considered;
- Children looked after or relinquished within the region requiring an adoptive placement;
- Adoptive families living within the region requiring an assessment of their support needs following the three year period;
- Adopted adults whose adoption was undertaken by one of the agencies within the region;
- Relatives of adopted persons living within the region requesting an intermediary service;
- People in the region affected by adoption who meet the criteria set out in regulations

## 6. **SERVICE DELIVERY**

6.1 The Integrated Service will operate on a full-time basis, providing core services during normal working hours, i.e. 8.30am to 5.00pm Monday to Thursday and 8.30 am to 4.30 pm Friday. However, current best practice recognises the need to deliver services outside core hours and in multiple venues, including service users own homes. However, this does not imply a dedicated out of hours emergency service.

6.2 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.

6.3 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.

6.4 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.

- 6.5 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.
- 6.6 The Integrated Service will at all times maintain a system for the management and supervision of staff that meets minimum professional standards as well as a system for quality assurance.
- 6.7 The Integrated Service will at all times comply with the policy and procedures of the Local Children's Safeguarding Board, as amended from time to time and ensure that the safety of children is paramount.
- 6.8 The Integrated Service will at all times comply with any national guidance, minimum standards and legislation relevant to the delivery of this service.
- 6.9 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.
- 6.10 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.
- 6.11 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.

## 7. **PERFORMANCE MEASURES**

- 7.1 The Integrated Service will comply with the key performance indicators set by the National Adoption Service and report upon performance in relation to these indicators.
- 7.2 Additionally regional good practice standards will be developed to measure outcomes and ensure that services are value for money.

## 8. **CONTRACT MONITORING**

- 8.1 The Integrated Service will provide quarterly data submissions and associated reports aligned to the National Adoption Service performance indicators.
- 8.2 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 which will be required are:
  - 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.



## SCHEDULE 2 INFORMATION SHARING PROTOCOL

In this Schedule the following definitions shall apply:

**Data Controller:** shall have the same meaning as set out in the Data Protection Act 1998.

**Data Processor:** shall have the same meaning as set out in the Data Protection Act 1998.

**Data Protection Legislation:** the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

**Data Subject:** shall have the same meaning as set out in the Data Protection Act 1998.

**Personal Data:** shall have the same meaning as set out in the Data Protection Act 1998.

**Process:** has the meaning given to it under the Data Protection Legislation but, for the purposes of this agreement, it shall include both manual and automatic processing.

**Staff:** means all persons employed by the Original Authorities to perform its obligations under the Agreement.

### 1. PROTECTION OF DATA

1.1 It is understood by each Authority that there is a great deal of data, much of it sensitive, processed by the adoption teams in each Authority area. As a result of the collaborative working it is likely that, at times, Personal Data may be transferred between Authorities for the benefit of the Integrated Service.

1.2 This Schedule aims to clarify each Authorities duty when receiving Personal Data from another Authority.

1.3 With respect to the Authorities rights and obligations under this Agreement, the Authorities agree that each Authority is the Data Controller in respect of the work undertaken in that area relating to the Integrated Service. And that if such Data is passed to another Authority that Authority will be regarded as the Data Processor.

1.4 Each Authority that acts as Processor shall:

- (a) Process the Personal Data only in accordance with instructions from the Data Controller;

- (b) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Integrated Service or as is required by law or any regulatory body;
- (c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
- (d) obtain prior written consent from the Authority in order to transfer the Personal Data to any affiliates for the provision of the Integrated Service;
- (e) ensure that all Employees required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Schedule;
- (f) ensure that none of the Employees publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Data Controller;
- (g) notify the Data Controller (within five Working Days), if it receives:
  - (i) a request from a Data Subject to have access to that person's Personal Data; or
  - (ii) a complaint or request relating to the Authority's obligations under the Data Protection Legislation;

In relation to (g) (i) the Data Processor shall provide the Data Controller with and personal data it holds in relation to a Data Subject (within timescales required by the Data Processor). In relation to (g) (ii) the Data Processor shall provide the Data Controller with full co-operation and assistance in relation to any complaint or request made.

1.5 Each Authority shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this agreement in such a way as to cause any other Authority to breach any of its applicable obligations under the Data Protection Legislation.

1.6 Each Authority agrees that if a data subject access request is received then the Authority which is deemed to be Data Controller shall be responsible for all expenses relating to such request.

## 2. **DATA STORAGE**

2.1 Each Authority shall be responsible for storing their own data in respect of services undertaken in their respective jurisdiction and shall do so in accordance with the Data Protection Act 1998. All data relating to prospective and approved adopters will be held by the Host Authority in accordance with the provisions of the Data Protection Act 1998.



## **SCHEDULE 3 GOVERNANCE**

### **PART I - THE MANAGEMENT BOARD**

#### **1. MEMBERSHIP**

- 1.1 The Management Board will comprise of:
- (a) A Head of Service from each of the Authorities;
  - (b) The Director for Social Services at NPT (Chairperson).
- 1.2 Each Management Board member shall have delegated authority to make decisions, relating only to the Terms of Reference detailed in Paragraph 3 below, on behalf of the Authorities. Save for those matters which shall be referred back to the Authorities for resolution and or Cabinet/ council approval as required by the Authorities constitution from time to time in accordance with the terms of this Agreement and in particular clause 3.2 below.
- 1.3 In addition to the individuals detailed in paragraphs 1 (a) and (b) above, and in order to accord with the proposed Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Direction 2015, the Management Board shall
- (a) request representation at the Management Board from the Authorities education departments;
  - (b) request representation at the Management Board from the Local Health Board.
  - (c) request representation at the Management Board from voluntary adoption agencies
- 1.4 The attendees detailed in paragraph 1.3 (a), (b) and (c) above shall not have any voting rights for any matters raised at Management Board.

#### **2. MEETINGS AND DECISIONS**

- 2.1 The Management Board shall meet bi-monthly and shall be held within the Western Bay region as determined by the Management Board.
- 2.2 To constitute a quorate meeting of the Management Board all members must be present.
- 2.3 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. Authorised deputies shall count for the purposes of quorate meetings.

- 2.4 Any meeting of the Management Board may be summoned 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.
- 2.5 Each member of the Management Board will use their best 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.
- 2.6 Any failure by the Management Board to reach a consensus shall result in the matter in question being referred back to the Authorities who shall deal with the matter in accordance with the escalation process detailed in clause 12.
- 2.7 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 2.4 above). Any party may request an item be added to the agenda.
- 2.8 Members of the Management Board may invite one or more officers from the Authorities to attend meetings of the Management Board.
- 2.9 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 but not be limited to:
  - (a) Determining the strategic direction of the Integrated Service;
  - (b) Make decisions in relation to the use of the Pooled Fund in accordance with clause 9;
  - (c) Make decisions in relation to the staffing structure, resources and premises required to deliver the Integrated Service, in accordance with the terms of this Agreement;
  - (d) Oversee the appointment and designation of a Regional Adoption Service Manager;
  - (e) Setting monitoring and reviewing Integrated Service standards;
  - (f) Monitoring performance to include financial performance including budget spend;
  - (g) Resolve any conflicts between competing interests of the Authorities;
  - (h) Review the governance arrangement set out by this Agreement;

- (i) Resolve any disputes referred to it via the escalation procedure;
  - (j) Ensure the Integrated Service safeguards children and adoptive parents and further protects the communities of the Western Bay region insofar as possible under the terms of this Agreement;
  - (k) Develop budget strategy based on funding made available by the Authorities.
- 3.2 The Management Board shall not make any decisions relating to an Authority's decision to withdraw from the Agreement or to terminate the Agreement without first referring that matter to the individual Authority for approval.

## **PART II – REGIONAL ADOPTION SERVICE MANAGER**

### **1. APPOINTMENT**

- 1.1 A Regional Adoption Service Manager shall be employed by the Host Authority and shall be tasked by all Authorities to manage the Integrated Service under the strategic direction of the Management Board.

### **2. TERMS OF REFERENCE**

- 2.1 The activities of the Regional Adoption Service Manager shall include but not be limited to:
  - (a) Attend and advise the Management Board;
  - (b) Providing day to day management of the Integrated Service;
  - (c) Attending scrutiny meetings across all Authority areas;
  - (d) Managing staff and resources;
  - (e) Driving & continuing to improve the performance of the Integrated Service teams;
  - (f) Developing and maintain partner relationships;
  - (g) Reporting to the National Adoption Board as required;
  - (h) Having access to the Host Authority Chief Executive in situations where differences between agencies are impeding work;
- 2.2 This list is not exhaustive a fuller list of duties and obligations are attached at Schedule 5.

## **SCHEDULE 4 POOLED FUND**

### **1. ESTABLISHMENT OF A POOLED FUND**

- 1.1 The budget for the Integrated Service for the financial year 2015 – 2016 is attached at Annex 1 to this Schedule .
- 1.2 By 31<sup>st</sup> January before the commencement of the second or any subsequent financial year, the Authorities shall advise each other of their anticipated budget expenditure in respect of that financial year. In the event that the amount of the anticipated budget alters during any formal budget approval process, then that Authority shall advise the other Authorities of the change without delay.
- 1.3 By the 31<sup>st</sup> March before the commencement of any financial year, the Authorities shall advise each other of their agreed budget expenditure on the Integrated Service for the following financial year. The Authorities shall agree their respective percentage apportionments and financial contributions to the Pooled Fund for the forthcoming financial year.
- 1.4 The Authorities shall establish a Pooled Fund to manage the budget for the Integrated Service. Authority contributions for 2015/16 are set out in Table 1, together with the percentage contribution this payment represents in relation to that Authority's share of the Pooled Fund. This will be amended and varied year on year
- 1.5 The Pooled Fund will comprise the following elements of expenditure:

#### **Fixed Costs**

- (a) Staffing - to include all staff employed by the Original Authority and any new staff employed by any Authority for the delivery of the Integrated Service; all costs associated with decisions of the Management Board in relation to the staffing structure including the creation/deletion of posts.;
- (b) Accommodation/Premises - in accordance with clause 8 all costs incurred by NPT in providing premises for the operation of the Integrated Service;
- (c) Infrastructure and support costs - to be borne by each Authority incurring the same, save for those costs incurred by NPT as approved by the Management Board together with those costs incurred by any Authority which are deemed to be disproportionate and are approved by the Management Board;
- (d) Termination costs - as outlined in clauses 15 and 16.

### Variable Costs

(a) Costs of commissioning independent adoption placements;

- 1.6 Each Authority is entitled to receive a pro rata percentage (as outlined in Table 1) return of the total number of placements made over the year by the Western Bay Adoption Service. Should an Authority receive a higher percentage of placements than their pro rata financial contribution, that Authority shall make an appropriate payment adjustment to the Authority/Authorities who have suffered a pro rata financial deficit, calculated in accordance with the formula below. Such adjustment to be made by the 31<sup>st</sup> March of each financial year. In the event that such adjustment cannot be made by the 31<sup>st</sup> March of each financial year then it shall make such adjustment in the April of the new financial year and without delay
- 1.7 Unless otherwise agreed by the Management Board, the pro rata percentage as outlined in Table 1 and as adjusted in accordance with paragraph 1.6 shall be utilised for the calculation of any shared liabilities or the division of surplus funds in accordance with the terms of this Agreement.

This formula is intended to apportion the actual cost of the service at financial year end to ensure that the contributions from each partner are proportionate to their use of the service.

The partners agree their contributions at the start of the year. These are represented as

BCBC	X
CCS	Y
NPT	Z

The actual cost of the service is A and the actual number of placements made is B. Those placements made by each partner are represented as

BCBC	D
CCS	E
NPT	F

The required financial contribution based upon the actual costs of the service multiplied by the partner's usage is calculated as follows

BCBC	G	=	$(D/B)*A$
CCS	H	=	$(E/B)*A$
NPT	I	=	$(F/B)*A$

The balancing payment is then the difference between what each partner originally contributed and the figures calculated above



BCBC G-X  
 CCS H-Y  
 NPT I-Z

Where the result of this calculation is a positive number, the partner's initial contribution does not represent their proportion of the overall costs and a top up is required. Where the figure is negative, the reverse is true.

Worked Example

<b>Financial Contribution</b>		
Bridgend	X	740,500
Swansea	Y	1,053,000
NPT	Z	1,053,000
Actual Cost of Service	A	2,100,000
<b>Actual Number of Placements Made</b>	B	78.00
<b>Actual Number of Placements</b>		
BCBC	D	21.00
CCS	E	26.00
NPT	F	31.00
<b>Actual Required Financial Contribution</b>		
BCBC	G	565,384.62
CCS	H	700,000.00
NPT	I	834,615.38
<b>Balancing Payment</b>		
BCBC	J	-175,115.38
CCS	K	-353,000.00
NPT	L	-218,384.62
		-746,500.00

**TABLE 1 - PERCENTAGE APPORTIONMENT FOR 2015/2016:**

<b>Authority</b>	<b>Financial Contribution</b>	<b>% split</b>
<b>Bridgend</b>	£740.5K	26%
<b>Host Authority Swansea</b>	£1053K	37%
<b>NPT</b>	£1053K	37%

**2. INCOME GENERATION**

- 2.1 In the event of income being generated by the Integrated Service the Management Board will decide on how best to deal with such income

**ANNEX 1 TO SCHEDULE 4**

**Western Bay Pooled budget 2015/16**

Natural Account	Sub-Analysis	Budget Full Year
Employees Detail		
000001 Salaries Basic Pay	00000 n/a	<u>951,500</u>
000002 Salaries NI	00000 n/a	<u>95,000</u>
000003 Salaries Pension	00000 n/a	<u>296,000</u>
000005 Salaries Sick	00000 n/a	<u>0</u>
000013 P&G Backpay	00000 n/a	<u>0</u>
000041 Teachers Basic Pay	00000 n/a	<u>0</u>
000042 Teachers NI	00000 n/a	<u>0</u>
000053 Teachers Part Time	00000 n/a	<u>31,500</u>
000171 Professional Fees	00000 n/a	<u>0</u>
000499 Insurance Liability	00000 n/a	<u>5,000</u>
EMPLOYEES		<u>1,379,000</u>
Premises Detail		
100090 Rent & Leases	00000 n/a	<u>35,000</u>
PREMISES		<u>35,000</u>
Transport Detail		
200070 Car Allowances	00000 n/a	<u>45,000</u>
200071 Staff Transport Other	00000 n/a	<u>0</u>
200079 Other Transport Costs	00000 n/a	<u>0</u>
TRANSPORT		<u>45,000</u>
Supplies & Svcs Detail		
300002 Catering Provisions	00000 n/a	<u>0</u>
300021 Client Support	00000 n/a	<u>0</u>
300021 Client Support	30101 Adoption Allowances	<u>400,600</u>
300021 Client Support	30102 Adoption Support Services	<u>84,500</u>
300021 Client Support	30141 Section 17	<u>0</u>
300021 Client Support	32608 Inter Agency Adoptions	<u>1,172,000</u>
300021 Client Support	33999 Pcards Unverified Transactions	<u>0</u>
300047 IT Hardware Purchase/Lease	00000 n/a	<u>0</u>
300051 IT Software Purchase/Lease	00000 n/a	<u>0</u>
300052 IT Hardware & Software Maintenance	00000 n/a	<u>20,000</u>
300090 Hotel Accommodation	00000 n/a	<u>0</u>
300091 Staff Expenses	00000 n/a	<u>0</u>
300091 Staff Expenses	30603 Subsistence	<u>0</u>
300095 Hospitality & Refreshments	00000 n/a	<u>21,000</u>
300095 Hospitality & Refreshments	30737 Catering	<u>0</u>
300096 Advertising	00000 n/a	<u>0</u>

300096 Advertising	30806 Placements Advertising	<u>25,000</u>
300099 Telephone Rentals/Charges	00000 n/a	<u>5,000</u>
300129 Books & Publications	00000 n/a	<u>15,000</u>
300150 Printing Services	00000 n/a	<u>0</u>
300171 Stationery	00000 n/a	<u>0</u>
300171 Stationery	31847 Photocopying Paper	<u>0</u>
300192 Hire of Facilities	31383 Room Hire	<u>0</u>
300256 Materials Purchase	00000 n/a	<u>0</u>
300304 Consultancy Services	00000 n/a	<u>31,400</u>
300413 Subscriptions	00000 n/a	<u>16,000</u>
300433 Miscellaneous Expenses	00000 n/a	<u>0</u>
300433 Miscellaneous Expenses	30102 Adoption Support Services	<u>0</u>
390150 Printing Recharges	00000 n/a	<u>0</u>
SUPPLIES & SERVICES		<u>1,790,500</u>
GROSS EXPENDITURE		<u>3,249,500</u>
Income Detail		
800115 Recharges Local Authorities	00000 n/a	<u>0</u>
800115 Recharges Local Authorities	80601 Neath & Port Talbot Income	<u>1,053,000</u>
800115 Recharges Local Authorities	81706 Bridgend CBC Income	<u>-740,500</u>
INCOME		<u>1,793,500</u>
NET EXPENDITURE		<u><u>1,456,000</u></u>

## **SCHEDULE 5 REGIONAL ADOPTION SERVICE MANAGER JOB DESCRIPTION**

### **SUMMARY OF ROLE**

#### **PURPOSE OF THE POST:**

1.1 To implement and manage the Western Bay regional adoption service and ensure effective and efficient Service delivery.

1.2 To provide operational and strategic leadership and management of adoption provision across the Region to ensure compliance with statutory requirements, policies and procedures and performance measures.

1.3 To promote and develop a cohesive, responsive and quality service in conjunction with partner agencies to meet identified needs and ensure best outcomes.

1.4 To promote the work of the regional collaborative and be accountable to the Regional Management Board.

1.5 To be accountable for the performance of the regional service to the Regional Management Board

#### **THE POST HOLDER IS RESPONSIBLE FOR THE FOLLOWING:**

2.1 Develop and implement strategic plans for the Adoption Service through appropriate cross agency partnerships, in order to deliver effective services for children with key partner agencies such as Health, Education, the Police and the Independent Sector.

2.2 Develop, monitor and evaluate services provided in order to raise standards and contribute to the success of the Adoption Service through organisational development, change management and workforce planning.

2.3 Ensure appropriate improvements are made to services in order to continuously improve standards of service provision.

2.4 Manage and control the relevant budgets, ensuring that appropriate and effective use is made of the financial resources available. Work closely with finance colleagues to maximise financial resources available to develop services for children.

2.5 Ensure that data relating to individual clients is recorded and that performance and activity information is reported to the Regional and National Adoption Boards on local and national Performance information.

2.6 Provide monthly supervision in line with the Authority supervision policy to Team Managers.

2.7 Develop mechanisms to maintain strong links with the Child Care Teams in each Local Authority to maintain the profile of Adoption.

2.8 Contribute to and manage inspection processes across the service area as required.

2.9 Represent the region when required at a national and strategic level and contribute to the development and work of the National Adoption Service.

2.10 Ensure Adoption Panels provide robust scrutiny of assessments of Adopters and Matching of children to Adopters.

2.11 Ensure the workforce is adequately qualified and trained to carry out the requirements of the service.

2.12 Ensure that the professional practice and standards of Social Workers and other Team Members are promoted, supported and monitored through regular supervision and appraisal.

2.13 Ensure that all statutory duties in respect of children are discharged in accordance with the requirements of legislation, guidance and the Council's policy.

2.14 To promote good working relationships with other organisations and agencies and to develop effective joint arrangements with the statutory bodies.

2.15 Create opportunities to maximise universal services to meet the needs of children within the region.

2.16 The Regional Manager will be accountable to the Regional Management Board for the service's performance and then to the National Board. Consequently, the regional manager will be required to attend and report to the National Service at regular intervals

## **HEALTH & SAFETY RESPONSIBILITIES**

3.1 To undertake the Health and Safety responsibilities within the HASAWA 1974.

3.2 Employees have a duty of care;

- i) to take reasonable care for the health and safety of both themselves whilst at work and of other persons who may be affected by their acts or omissions (by what they do or do not do).
- ii) to co-operate with the employer so as to enable the duty imposed on them to be performed or complied with
- iii) not to interfere with, or misuse, anything provided for their health, safety or welfare.

#### **4.0 GENERAL DUTIES**

4.1 To assist in the development of initiatives, e.g. Investors in People; Performance Management and Appraisal; Continuous Professional Development, etc. To ensure that all activities are operated in accordance with Equal Opportunities.

#### **JOB WORKING CIRCUMSTANCES**

The post holder will be expected to:

Central office location base with travel to various locations for external meetings. May be required to travel to other sites.

## SCHEDULE 6 NPT ACCOMMODATION AND SUPPORT COST

Narrative	Recurring Cost
<b>Software</b>	
Endpoint Protection	£ 180.00
Microsoft Office	£ 1,135.29
Windows Core Cal	£ 608.40
Encryption Software	£ 900.00
Specialist Hardware and Software (TBD)	£ 500.00
<b>Network Infrastructure</b>	
Ethernet Switch	£ -
Wireless Access Point	£ -
Wireless Access Controller	£ 1,950.00
CISCO ASA Firewall	£ 300.00
<b>Bespoke Adoption Application</b>	
Analysis, Production, Hosting and Support, including EDRMS Development and Storage	£ 14,000.00
<b>Accommodation</b>	
Rent and Services	£ 28,600.00
<b>TOTAL</b>	<b>£48,173.69</b>



