

DATED

INTERIM SERVICES AGREEMENT

RELATING TO THE ESTABLISHMENT OF A MANGEMENT BOARD AND THE PROVISION OF A
REGIONALISED ADOPTION SERVICE

Between

Bridgend County Borough Council

AND

Neath Port Talbot County Borough Council

AND

The Council of the City and County of Swansea

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	3
2.	AGREEMENT.....	5
3.	TERM AND TERMINATION	5
4.	CONSENTS AND DUE DILIGENCE.....	6
5.	HOST SERVICES	7
6.	GOVERNANCE.....	7
7.	STAFF	8
8.	PREMISES	9
9.	TRANSITION BUDGET	9
10.	INTELLECTUAL PROPERTY	10
11.	AGREEMENT REVIEW	10
12.	ESCALATION	10
13.	VARIATION	11
14.	LIABILITIES AND INDEMNITIES	11
15.	DATA PROTECTION AND FREEDOM OF INFORMATION	12
16.	GOVERNING LAW AND JURISDICTION.....	12
17.	FAIR DEALINGS	12
	SCHEDULE 1 INTEGRATED SERVICE	13
	SCHEDULE 2 INFORMATION SHARING PROTOCOL.....	19
	SCHEDULE 3 GOVERNANCE.....	22
	SCHEDULE 4 TRANSITION BUDGET	25
	SCHEDULE 5 REGIONAL ADOPTION SERVICE MANAGER JOB DESCRIPTION.....	27
	SCHEDULE 6 TEMPLATE SECONDMENT LETTER.....	30

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 the document "Sustainable Social Services: A Framework for Action" the Welsh Government made it clear and explicit what 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 ADSS Cymru and the 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 inter alia the role and responsibilities of the Management Board (defined below) and the Regional Adoption Service Manager (defined below).
- (E) After the Transition Period and subject to the decision by each Authority to conclude the same, a detailed terms of engagement agreement for the long term functioning of the Integrated Service (the "**Main Agreement**") will be drafted providing, inter alia, pooled budget and long term staffing arrangements.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

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

“Agreement”	means this agreement and any schedules attached hereto;
“Authority” or “Authorities”	means either the Host Authority, NPT or Bridgend or all as the context requires;
“Commencement Date”	means the [DATE];
“EIR”	means the Environmental Information Regulations
“Employee”	means any person who is employed by an Authority and works within the adoption service;
“FOIA”	means the Freedom of Information Act 2000;
“Host Authority”	means the Council of the City and County of Swansea
“Information Sharing Protocol”	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,
“Integrated Service”	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 Part 3 to this Agreement;
“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, 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.

“Key Objectives”	means the objectives for the Integrated Service as detailed in Schedule 1 Part 2;
“Main Agreement”	means the agreement to be entered into between the Authorities after the Transition Period specifically dealing with, inter alia, the issue of pooled funds and staffing;
“Management Board”	means the group comprising of: <ul style="list-style-type: none"> § A Head of Service from each of the Authorities; § A Director for NPT who shall act as chairperson.
“Necessary Consents”	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Integrated Service;
“Regional Adoption Service Manager”	means the individual in consultation and agreement by the steering group 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.
“Original Authority”	means the Authority that currently employs the Employee;
“Transition Period”	means a period extending up to 12 months past the Commencement Date.

- 1.2 Clause, Schedules and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules 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.
- 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 shall undertake to establish the Integrated Service on the terms of this Agreement in order to achieve the Key Objectives as set out in this Agreement and in particular as specified in Schedule 1 to this Agreement.
- 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 Regional Adoption Service Manager to carry out functions set out in Schedule 3 Part II.

3. **TERM AND TERMINATION**

- 3.1 This Agreement shall take effect on the Commencement Date and shall continue for the Transition Period unless all Authorities to this Agreement at the time of the decision agree to terminate the Agreement allowing a reasonable period in order for the Host Authority to wind down the Integrated Service and Management Board whilst continuing compliance with their statutory requirements.
- 3.2 If any Authority wishes to withdraw from this Agreement it must notify each of the other Authorities by not giving less than six (6) months' notice in writing of its intention to withdraw.
- 3.3 Any Authority withdrawing from this Agreement irrespective of whether notice has been issued shall remain liable in accordance with the apportionments set out in clause 9 and Schedule 4, for any financial or other obligation or liability (actual or contingent) incurred during the Transition Period as a party to this Agreement in respect of the Integrated Service and for:
- (a) redundancy costs associated with any resultant down-sizing requirements.

- 3.4 Any new asset or liability linked with the Integrated Service acquired from the Commencement Date on termination or expiration of this Agreement shall be apportioned in accordance with Schedule 4.
- 3.5 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 fulfill its functions, obligations and responsibilities on behalf of the remaining Authority and whether the Agreement should be terminated pursuant to clause 3.1.
- 3.6 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.
- 3.7 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 fulfill its functions, obligations and responsibilities until such time as arrangements have been made for the replacement host Authority to take over the Integrated Service.

4. CONSENTS AND DUE DILIGENCE

- 4.1 The 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 provide a copy to the Host Authority.
- 4.2 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 Agreement shall accordingly be varied to be consistent with the Necessary Consent.
- 4.3 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 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 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 consider 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 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 references are set out in Schedule 3 Part I to this Agreement.

REGIONAL ADOPTION SERVICE MANAGER

- 6.2 The Regional Adoption Service Manager is 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.

7. STAFF

- 7.1 All employees currently employed within the Adoption Service Teams in NPT and Bridgend shall be seconded, for the Transition Period, to the Host Authority to aid in the facilitation of an Integrated Service. Each Employee shall be asked to sign an agreement, in a form similar to the letter attached at Schedule 6, pre secondment confirming their acceptance to the secondment arrangement.
- 7.2 Each Employee employed by NPT or Bridgend prior to the Commencement Date shall remain employed by their respective Authority during the secondment to the Host Authority with the current terms of employment remaining unchanged. In particular, the period of continuous employment will remain unbroken.
- 7.3 From the Commencement Date and during the Transition Period each Employee shall continue to work in the premises designated by the Original Authority unless directed otherwise by the Host Authority.
- 7.4 Any member of staff appointed after the Commencement Date and during the Transition Period, whether as a result of a new post being created or replacing leaving staff, shall be employed by the Host Authority irrespective of what administrative area they will be based. Any costs associated with the new member of staff hired during the Transition Period shall be apportioned in accordance with Schedule 4.
- 7.5 Acting through the Management Board and the Regional Adoption Service Manager the Host Authority shall have day-to-day control of the secondees activities. Any management issue or disciplinary matter shall be reported to the Original Authority who shall continue to deal with disciplinary matters. The Original Authority undertakes to liaise with the Management Board or Regional Adoption Service Manager as to the nature of the issue and the potential impact this may have on the Integrated Service,
- 7.6 At the end of the secondment, it is intended that, subject to a satisfactory establishment of the Integrated Service, the Employees' position be permanently transferred to the Host Authority and this in due course will be subject to and in accordance with the appropriate terms of the Main Agreement.
- 7.7 In the event of the Integrated Service failing the Employee will return to their position prior to secondment on the terms applying before the secondment, or a suitable alternative if that role no longer exists.

7.8 The secondment shall commence on the Commencement Date and shall continue for the Transition Period or until the termination of the Employee's employment in accordance with the terms of their contract.

8. **PREMISES**

8.1 All premises currently owned or leased by the Authorities shall continue to be used in order to deliver the Integrated Service and shall continue to be maintained, (or reinstated at the end of the term) and facility managed by the Authority who leased/owned that Premises prior to the Commencement Date. All costs incurred in maintaining/repairing or managing the premises shall continue to be the responsibility of the Authority who has a proprietary interest in that premises during the Transition Period.

8.2 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. **TRANSITION BUDGET**

9.1 The financial relationship between the Authorities is further detailed in Schedule 4 of this Agreement.

9.2 The Authorities agree that for the Transition Period the Integrated Service shall continue to be subject to the financing and governance arrangements that currently apply in relation to the three individual adoption service teams.

9.3 During the Transition Period, all recurrent costs which are not directly attributable to the establishment of the Integrated Service, including but not limited to staffing and premises will be met by the individual Authority budget. For the avoidance of doubt this includes any redundancy or other payments relating to savings identified in each Council's Medium Term Financial Strategy (MTFS).

9.4 During the Transition Period, any cost attributable to the creation and functioning of the Integrated Service, including but not limited to additional insurance premium payable by the Host Authority shall be shared and apportioned in accordance with Schedule 4.

9.5 After the expiration of the Transition Period the Host Authority, NPT and Bridgend agree to contribute to a pooled fund which shall be separately documented in the Main Agreement.

10. **INTELLECTUAL PROPERTY**

- 10.1 Any Intellectual Property created through the establishment and running of the Integrated Service shall vest in the respective Authority prior to the expiration of the Transition Period and, subject to Employees transferring after this date under the terms of the Main Agreement, to Swansea as the Host Authority and employer after the Transition Period. The Intellectual Property shall be held by the Host Authority on behalf of all the Authorities. This shall include but is not limited to processes, procedures, methodology and manuals. The other Authorities shall transfer to the Host Authority any intellectual property created through the establishment and running of the Integrated Service to the Host Authority for this purpose.
- 10.2 Each Authority shall grant to the others 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 If 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 This Agreement, including the Schedules, may only be varied by written agreement of all parties to this Agreement

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 is in place covering the delivery of the Integrated Service.

14.2 Any additional insurance premium payable by the Host Authority, during the Transition Period, in insuring the Integrated Services shall be shared between each Authority in accordance with the percentage apportionment captured in Table 1 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, the Authorities will be jointly liable with the Host Authority for all losses that it suffers, 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 its duties and responsibilities of the Host Authority and/or implementing decisions of the Management Board, save where losses incurred are caused by an unauthorised act of the Host Authority.

14.5 Prior to Host Authority becoming the formal employing Authority, any costs incurred as a result of employer liability claims will be met by the employing Authority. The employing is to maintain employers liability insurance in respect of all staff seconded to the Integrated Service.

14.6 The provisions of this Clause shall survive termination.

15. **DATA PROTECTION AND FREEDOM OF INFORMATION**

Data Protection

- 15.1 All Authorities shall comply with the notification requirements under the Data Protection Act ("**DPA**")
- 15.2 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

- 15.3 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.
- 15.4 During the Transition Period the payment for any request shall be apportioned in accordance with Schedule 4; thereafter any request shall be paid for from the pooled fund.

16. **GOVERNING LAW AND JURISDICTION**

- 16.1 This Agreement shall be governed by and construed in accordance with English 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.

17. **FAIR DEALINGS**

- 17.1 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 either of them and that if in the course of the performance of this agreement, unfairness to either of them does or may result then the other shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

SCHEDULE 1 INTEGRATED SERVICE

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 the respective Cabinets of 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 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 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 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 seen as exhaustive.

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.

Project: the Integrated Services to be delivered by the Authorities under this Agreement.

Staff: means all persons employed by the Lead Partner 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 Project.

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 Project 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 Project;
- (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;
 - (iii) provide the Authority with full co-operation and assistance in relation to any complaint or request made, including by:
 - (iv) providing the Authority with full details of the complaint or request;
 - (v) providing the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and
 - (vi) providing the Authority with any information requested by the Authority.

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.
- 2.2 It is anticipated that during the Transition Period, a date yet to be agreed, all data will eventually be stored by the Host Authority. In storing the data the Host Authority undertakes to store all data in accordance with the Data Protection Act, paying particular attention to principle 7 (security).

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) A Director from one of the Authorities (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 in accordance with the terms of this Agreement.

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.
- 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 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 second or deciding vote.
- 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) Oversee the appointment and designation of a Regional Adoption Service Manager;
- (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 Authorities;
- (f) Review the governance arrangement set out by this Agreement;
- (g) Resolve any disputes referred to it via the escalation procedure;
- (h) Ensure the Integrated Service safeguards children and adoptive parents and further protects the communities of the Western Bay region

PART II – REGIONAL ADOPTION SERVICE MANAGER

1. **APPOINTMENT**

1.1 The Authorities will work together to appoint a Regional Adoption Service Manger by September 30 2014.

2. **TERMS OF REFERENCE**

2.1 The activities of the Regional Adoption Service Manger shall include but not be limited to:

- (a) Attend and advise the Management Board;
- (b) Providing general 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 TRANSITION BUDGET

1. APPORTIONMENT OF INTEGRATED SERVICE COSTS

- 1.1 The Authorities are committed to establishing a fair and equitable basis for apportioning costs associated with the functioning of the new Integrated Service.
- 1.2 The Authorities agree that for the Transition Period the Integrated Service shall continue to be subject to the financing and governance arrangements that currently apply in relation to the three individual adoption service teams.
- 1.3 All recurrent costs which are not directly attributable to the establishment of the Integrated Service, including but not limited to staffing and premises will be met from each individual Authority budget during the Transition Period. For the avoidance of doubt this includes any redundancy or other payments relating to savings identified in each Council's Medium Term Financial Strategy (MTFS)
- 1.4 Any shared costs incurred during the Transition Period, including but not limited to the increase in insurance premium payable by the Host Authority in insuring the Integrated Service delivery, will be apportioned in accordance with the apportionment table detailed in table 1 below.
- 1.5 The percentage breakdown used in table 1 below is based upon the actual expenditure in the previous 3 years.

TABLE 1 - PERCENTAGE APPORTIONMENT DURING THE INTERIM PERIOD:

Authority	Figures Based on Actual Expenditure over the past 3 years*
Bridgend	24%
Host Authority Swansea	38%
NPT	38%

* Years 2012, 2013 and 2014

- 1.6 After the expiration of the Transition Period the Host Authority, NPT and Bridgend agree to contribute to a pooled fund which shall be separately documented in the Main Agreement.

2. **INTEGRATED SERVICE OVERSPEND**

- 2.1 In the event of the Integrated Service becoming overspent, the Management Board shall meet within 5 days or as soon as reasonably practicable thereafter to address the overspend. The Management Board shall decide on how to apportion the additional contributions necessary.

3. **INTEGRATED SERVICE UNDERSPEND**

- 3.1 If the Integrated Service becomes underspent, the Management Board shall meet within 5 days of being notified to address the underspends.

4. **INCOME GENERATION**

- 4.1 In the event of income being generated during the transition Period the Management Board will decide on how best to deal with such income

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 FORM OF SECONDMENT LETTER

[ON HEADED NOTEPAPER OF THE EMPLOYER]

[ADDRESSEE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME],

Secondment to The City and County of Swansea Council

I am writing to confirm the arrangements that have been agreed between us in connection with your secondment to Swansea Council (**the Host**).

1. You shall remain employed by [NAME OF AUTHORITY] (**THE AUTHORITY**) during the secondment and your current terms of employment shall remain unchanged, except as set out in this letter. In particular, your period of continuous employment will remain unbroken. At the end of the secondment, the Authority currently intends that you will return to your current position on the terms applying before the secondment, or a suitable alternative if that role no longer exists. However, this may change according to the needs of the business at that time.
2. The secondment shall commence on [DATE] and shall continue until terminated:
 - (a) on [NUMBER] months' written notice from either the Host or the Authority; or
 - (b) on the termination of your employment in accordance with the terms of your contract.
3. During the secondment you shall:
 - (a) continue to abide by the terms of your contract;
 - (b) carry out any work that is reasonably required of you by the Authority at the Host's request;
 - (c) continue to report to, and be managed by, [NAME] at the Authority;
 - (d) report on day-to-day matters to [NAME] at the Host;

- (e) obtain the prior approval of [NAME AT AUTHORITY] in the usual way before taking any holiday; and
 - (f) if you are absent from work at any time, notify both [NAME AT HOST] and [NAME AT AUTHORITY] as soon as possible on the first day of absence.
4. [DETAILS OF ANY TERMS OF EMPLOYMENT THAT WILL CHANGE, SUCH AS HOURS OF WORK]
5. During the secondment:
- (a) you should continue to stay in contact with [NAME OF CONTACT AT AUTHORITY] on a regular basis and, in particular, keep them informed of any issues that arise and any absences from work;
 - (b) you should talk to [NAME AT AUTHORITY] if you have any issues or concerns about your secondment or the work that you are doing; and
 - (c) the Authority will conduct any appraisals and pay reviews in the usual way and will deal with any grievances or any concerns about your conduct or performance. In all cases it will consult the Host before taking any action.
6. The Authority shall continue to pay your salary in the normal way and you shall continue to participate in [DETAILS OF ANY BENEFITS].
7. You consent to the Company providing relevant information about you to the Host in connection with the secondment to the Host to enable it to [DETAILS].

Please sign the enclosed copy of this letter and return it to [NAME] by [DATE] to indicate your agreement to the terms in this letter.

Yours sincerely,

For and on behalf of [NAME OF EMPLOYER]

I hereby agree to the above changes to the terms of my employment.

Signed

by [SECONDEE]

Date

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:-)

Designation: