

Name of meeting: Cabinet
Date: 13th December 2016
Title of report: Regionalisation of Adoption Services

Key Decision - Is it likely to result in spending or saving £250k or more, or to have a significant effect on two or more electoral wards?	Yes (based on previous KDN June 2016) It will involve expenditure over £250k and will affect all wards
Key Decision - Is it in the Council's Forward Plan (key decisions and private reports?)	Key Decision–Yes (previous KDN) Private Report/Private Appendix – No
The Decision - Is it eligible for call in by Scrutiny?	Yes
Date signed off by <u>Director</u> & name Is it also signed off by the Assistant Director Financial Management, Risk, IT and Performance Is it also signed off by the Assistant Director (Legal Governance and Monitoring)?	Sarah Callaghan (Carly Speechley) 2nd December 2016 Debbie Hogg (Carole Hardern) 2nd December 2016 Julie Muscroft (Karl Larrad) 5th December 2016
Cabinet member portfolio	Cllr Erin Hill, Portfolio Lead - Family Support & Child Protection 5th December 2016

Electoral wards affected: All
Ward councillors consulted: None
Public or private: Public

1. Purpose of the Report

The purpose of this report is to inform Cabinet on progress regarding the regionalisation of adoption services and seek a formal decision regarding the arrangements for the delegation of adoption services to a Regional Adoption Agency (RAA). The governments adoption reform proposals contained within the Education and Adoption Act 2016 are clear that all local authorities will be part of a RAA or will have delegated their adoption functions to a RAA by 2020.

Kirklees has been working in collaboration with other Local Authorities and the Voluntary Adoption Alliance (VAA) throughout the Yorkshire & Humber region to create a new model of service delivery for adoption services in line with the government's agenda. This report provides the up to date position on the plans for Kirklees to transition to the new arrangements and to seek a decision to delegate the adoption service function to a shared service between the 5 West Yorkshire authorities with the appointment of a Joint Committee to oversee the arrangements.

2. Summary

The government is committed to adoption services being reorganised under regional arrangements whereby a group of local authorities collaborate to provide services in a newly created Regional

Adoption Agency (RAA). The driver for this proposed change is to enhance the outcomes for children in achieving more timely placements of children for adoption; facilitate greater recruitment of the right adopters to children and speedier identification of the matches of children & families. This will take place with an increased emphasis upon the paramount need for timely & expert adoption support at every step of the adoption journey for families from recruitment right through to adoption support.

On 26th July 2016, Cabinet gave permission to support and endorse the proposals towards progressing the arrangements to establish a Regional Adoption Agency (ONE Adoption) and the creation of a sub-regional Yorkshire Adoption Agency, hosted by Leeds City Council.

Further work has been completed regarding progressing this & this report is now seeking a decision to formally delegate the functions of the adoption service to a Joint Committee (JC), made up of Elected Members from the 5 West Yorkshire councils to oversee the arrangements. The JC will have formal oversight of the regional agency but will be invited to sub-delegate the function to the Leeds Director of Children's Services to enable the day to day running of services via the host agency. The Leeds Director will in return be accountable to the Joint Committee for discharge of the adoption functions. The exception is the agency decisions on whether adoption in the child's best interests remains with Kirklees Council.

The sub-regional agency will be operated under the terms of a Partnership Agreement, which will confirm the legal and governance arrangements; the budget and funding contributions for the 5 local authorities.

The operational accountability of the sub-regional agency will be to the Management Board, which will comprise of Senior Officers delegated by each Director of Children's Services with representation drawn also from key stakeholders, including the Adopter Voice Forum and the Voluntary Adoption Alliance (VAA).

The regional agency will be led by a Head of Service with a staffing structure, which has been designed with reference to the application of best practice drawn from West Yorkshire, the voluntary sector and extensive research.

Staff from Kirklees and the other Local Authorities will be transferred under TUPE into the employment of Leeds City Council, to the RAA. There has been ongoing engagement with staff affected and the trade unions about the transfer of the function and about the vision and aims of the new agency.

3. Information Required to Take a Decision

3.1 Nationally

The Education and Adoption Act 2016 is clear about the regionalisation agenda and Government is clear that all local authorities will be part of a Regional Adoption Agency (RAA) or will have delegated their functions to a RAA by 2020. The background of the national landscape and drivers are covered in detail in the report that came to Cabinet on 26th July 2016.

3.2 Yorkshire and Humber Region

The Yorkshire and Humber Local Authorities and Voluntary Adoption Agencies have been part of an adoption consortium for many years and have worked pro-actively to develop the best arrangements as we move towards a regionalised approach for the delivery of adoption services in the region. This has been assisted with transitional funding from the Department for Education (DfE).

There will be three groupings who will become separate Regional Adoption Agencies within the wider Yorkshire & Humber (Y&H) region; South Yorkshire, North Yorkshire and the Humber and West Yorkshire. The West Yorkshire councils are Bradford, Calderdale, Kirklees, Leeds and Wakefield.

The Y&H project has been selected as one of the 5 demonstration projects by the DfE (out of 19 projects in England). It is anticipated that the West Yorkshire sub-RAA will commence operation on 1 April 2017. West Yorkshire councils have all agreed in principle at their Executive/Cabinet meetings to the transfer of the adoption service function to establish a regional adoption agency.

These three sub-RAA's – South, North and West are connected by a hub which will fulfil some functions on behalf of all the three sub-RAA's across the Yorkshire and Humber region. The work that the hub will do on behalf of the three RAA's is still work in progress but aims to add value and improve outcomes for children as well as providing value for money.

4. Implications for the Council

4.1 Main Issues

The Education and Adoption Act 2016 is clear about the regionalisation agenda and government is clear that all local authorities will be part of a Regional Adoption Agency (RAA) or will have delegated their adoption functions to a RAA by 2020.

The plan is that the West Yorkshire RAA will become operational on 1 April 2017 providing a high quality service for children and adoptive families.

4.2 Corporate Parenting Role

ONE Adoption will work in partnership with social work services in each Local Authority (LA). Each LA will retain the corporate parenting responsibility for looked after children, and each LA will still retain the responsibility for decisions about the planning for children and the match with a family. In Kirklees, this will remain the responsibility of the Director of Children's Services who will authorise a senior officer, currently the Assistant Director, Family Support and Child Protection.

ONE Adoption will be a regional agency with an emphasis on the local delivery of services. ONE Adoption will retain a base in each LA office and will work with each LA to ensure that children's needs are prioritised and that there is a sense of urgency in the planning for children regarding permanence. This will also ensure that families are recruited to meet children's needs and that adoption support can be delivered effectively at a local level.

4.3 Governance and Legal Arrangements

The new arrangements will be overseen by a joint commissioner (JC) of councillors representing each of the 5 LAs, who will have knowledge of and responsibility for Children's Services. The Chair of the JC will be the lead member of the host authority. It is proposed that this will meet as a minimum of one meeting per year with others to be arranged at the Chair's discretion. This will enable flexibility in terms of number of meetings if Members feel more control is necessary in the early days but are happy to exercise a lighter touch as ONE Adoption becomes established.

4.4 Joint Committee (JC)

The Joint Committee will exercise the corporate parenting role of the Participating Authorities in relation to the functions of ONE Adoption Agency for West Yorkshire. The remit of the JC will be to agree the annual report and receive reports in relation to the performance and progress of the agency, oversee the discharge of the Delegated Functions, including monitoring of the budget and strategic direction of the service.

The operational accountability of the regional agency will be to the Management Board, which will comprise senior officers delegated by each Director of Children's Services with representation drawn also from other stakeholders, including the Adopter Voice Forum and the Voluntary Adoption Alliance. The management board will meet 2 monthly to review both ONE Adoption service delivery and also the impact for West Yorkshire's children, adopters and birth families, including outcomes and quality. Specifically it will promote good performance in relation to the delegated functions, reflecting added value brought by ONE Adoption in outcomes for children and their adoptive families; monitor the budget allocated to ONE Adoption and review value for money achieved by ONE Adoption. The Leeds Director of Children's Services will appoint a Head of Service for ONE Adoption.

It is intended to invite the JC to delegate the following adoption functions to ONE Adoption, including: recruitment and approval of potential adopters; identification of potential matches between children

and adopters; provision of adoption panels; and provision of adoption support services to adopters, adoptees, birth families and relevant professionals.

In addition, there is also further scoping work to be done to look at the support for Special Guardians in 2017 to be considered as part of ONE Adoption as the project develops and again Cabinet is requested to note that the Kirklees DCS can agree this with the management board and JC as the project develops.

The regional agency will be operated under the terms of a Partnership Agreement, which will confirm the legal and governance arrangements, the budget, funding contributions for the 5 LAs.

4.5 Staffing Issues

The regional agency will be led by a Head of Service with a staffing structure, which had been designed with reference to the application of best practice drawn from West Yorkshire, the voluntary sector and extensive research.

Staff from Bradford, Wakefield, Kirklees and Calderdale adoption services will be transferred into the employment of Leeds City Council, within ONE Adoption. The transfer of staff requires detailed HR processes to address TUPE, assimilation, due diligence etc. as well as formal information and consultation with the staff and trade unions in the coming months. For the employees who TUPE transfer to Leeds City Council their pension benefits within the West Yorkshire Fund will transfer to Leeds City Council. The value of the pensions benefit for transferring employees will not be affected by the transfer.

There has been engagement with the affected staff and trade unions by each local authority and in addition the regional adoption project has actively engaged with affected staff from all the 5 agencies.

Leeds City Council (ONE Adoption) will be employing around 105 full time equivalent (FTE) staff to discharge the function. This will include both existing LCC employees and approximately 60 staff from the other 4 West Yorkshire local authorities. This will include employing a Head of Service for the agency. There are approximately 16.7 FTE in scope in Kirklees to transfer to Leeds City Council.

ONE Adoption will be based in Leeds and staff will be based in offices in all 5 local authority areas. Appropriate arrangements will be put in place to ensure that they have adequate resources. ONE Adoption staff will be co-located in Riverbank Court with their Children's Services colleagues and will keep their current equipment (IT, phones etc.). They will have access to both Kirklees and Leeds City Council IT systems.

4.6 Budget

The budget proposals put forward have been agreed by a working group from across the five local authorities for approval as part of the budget setting process. The proposed budget is £6.85 million. The contributions of each LA have been calculated as the % of each council's budget in proportion to the aggregated budget of all 5 LAs for the provision of adoption services in 2016-17.

The budget proposal does not include "adoption allowances" that are provided directly to adoptive families to support the arrangement. The majority of these will be long standing commitments by each Local Authority to families that will continue until the children in the families reach adulthood. The payment of adoption allowances and the corresponding budgets show a significant degree of variance between the 5 local authorities and the new management of ONE Adoption will have very limited scope to influence this large expenditure for several years. These historical arrangements will continue to be administered and reviewed by each local authority whilst further work is undertaken regarding a new system for recipients from April 2017. This work will need to consider the eligibility criteria for support, financial assessment model, rates, duration and review.

In drafting the proposed budget, consideration has been given to the efficiencies that will be made from bringing together five adoption services. However, as a new venture and a national demonstration project, it is important that the agency is able to function effectively as a new entity. In

addition, the numbers of children requiring adoption at a national level are in a period of flux and therefore the budget needs to be able to be flexible enough to respond to this.

One of the key drivers in bringing agencies together is to improve practice in adoption and improve outcomes for children and families. It is essential that the staffing structure provides a good skill mix of staff to deliver the service; setting up policies, systems and processes to support the work; providing good management oversight and practice leadership; and develop quality assurance systems to ensure a high quality service in the region.

In Year 1, the proposed budget achieves efficiencies of 3% as there are reductions with regard to rationalising adoption panels, commissioned services for adoption support and inter-agency fees. Over time there are likely to be further efficiencies in adoption support, inter-agency fees and management costs as practice is embedded and the systems are put in place to support the service.

The ONE Adoption budget will be ring-fenced during the year to the agency, with any underspend in budget at the end of the year apportioned out to each local authority in line with the funding formula. Conversely, should there be an overspend (due to increased demand) this would be met by each local authority.

In future years, the proportion of the annual budget that each local authority pays will be in accordance with a pre-agreed formula but the budget itself is subject to the agreement of each individual authority through the management board. The budget will only change in line with local authority pay settlements and changes to the scope of the function that is being discharged.

5. Consultees and Their Opinions

There has been regional consultation with lead members for children across the region to keep them updated about progress and this has also taken place locally. There will be more detailed and ongoing consultation as the project develops.

There has been regular information provided and discussions with affected staff across West Yorkshire to ensure they are up to date regarding the progress of regionalisation. The trade unions have also been kept up to date on the progress of the plans to date.

The transfer of the adoption function to the regional agency and staff from other Local Authorities to Leeds will require detailed HR processes to address TUPE, assimilation, due diligence etc. as well as formal consultation with the staff and trade unions in the coming months. There has already been engagement with staff across West Yorkshire regarding the vision and aims of the RAA as well as discussions about practice improvement and service delivery.

In October/early November, three engagement sessions were held with staff about the vision and aims of the agency, the legal and governance arrangements and to involve staff in thinking about the structure to ensure a high quality service delivery. In addition, a "measures" letter has been completed by Leeds City Council and has been given to the trade unions and affected staff prior to this Cabinet meeting.

Engagement of adopted young people, adoptive parents and birth families has been undertaken and is on-going regarding this agenda, with adoptive parents on the project board to ensure that the service is developed to meet the needs of adoptive families as the RAA is being developed.

6. Resources and Value for Money

A regional adoption budget has been proposed and covers the costs of running the RAA, including staffing that will be transferring into the service. It is not envisaged that there will be additional financial costs to the authority.

It is envisaged, over time, that significant practice improvement for children and adopters will be achieved, as well as the scope for economies of scale and cost efficiencies, through the establishment of a Regional Adoption Agency.

7. Legal Implications, Access to Information and Call In

The new arrangements will be underpinned by a detailed Partnership Agreement, determining a regional adoption budget with an agreed funding formula from each of the LA's. The following information relates to the key elements within the partnership agreement for Cabinet to be aware of. Specific issues are highlighted in this section.

The agreement will detail the adoption service that is going to be provided and the responsibilities of the Head of ONE Adoption.

Management Board

The Board will be made up of one representative from each authority along with representatives from the third sector. The Board will work on the basis of one member one vote, with the third sector only having a vote on matters that they can usefully contribute to (e.g. the third sector will not be involved in approving the annual budget). The Management Board will take decisions on a majority basis with the exception of approval of the annual budget, which will require the unanimous agreement of the local authority members. In the event of an agreement not being reached, then a dispute resolution process is proposed within the partnership agreement, with an escalation of this to Directors of Children's Services and Chief Executives in each local authority, if the matter cannot be resolved by the management board.

Budget

In future years the proportion of the annual budget that each authority pays will be in accordance with a pre-agreed formula but the budget itself is subject to the agreement of each individual authority pay settlements and changes to the scope of the function that is being discharged.

Term of Agreement

The term of the agreement will be 10 years with an initial review after 5 years. The partnership members will be able to renew the term at expiry of the 10 year period. One or all partnership members will be able to withdraw from the partnership agreement (and therefore the regional agency) upon giving 18 months notice. This ability to withdraw from the RAA is subject to following a dispute resolution procedure first and can be triggered if one or more partners have concerns about the operation of the RAA and at will. The partnership agreement will deal with allocation of costs, losses and liabilities between the partnership members in the event of termination.

The details of the partnership agreement, including those set out above, are subject to change as the project develops, but the principles will remain the same. The Director of Children and Young People will continue to consult with Members and officers including the lead member for Family Support and Child Protection as the agreement and the project as a whole is developed and finalised.

Risk Management

As the host local authority, Leeds City Council needs to ensure that the risks in taking this on are minimised with a clear partnership agreement which details robust governance and accountability arrangements, that will be put into place.

There is a host working group, chaired by the Chief Officer in Leeds Children's Services, ensuring that the full responsibilities of hosting the agency are met and any risks minimised.

If Kirklees does not implement the proposal it would not meet the government's expectation to reduce the number of adoption agencies and Kirklees would be out of step with the Yorkshire and Humber Local Authorities and would miss the opportunity of government funding to implement the Adoption Agency. Also, the Council could be directed to join another RAA.

Equality and Diversity/Cohesion and Integration

An equality impact assessment screening report has been completed and the RAA will complete a full impact assessment within the first 6 months of the new agency being operational.

8. Next Steps

ONE Adoption West Yorkshire goes 'live' on 1st April 2017

9. Officer Recommendations and Reasons

To request that Cabinet endorses the arrangements for the new Regional Adoption Agency and, contingent upon all the other partner authorities also agreeing to these recommendations, to make the following decisions:

- With effect from 10 January 2017, delegate all adoption functions to the Joint Committee (appendix a)
- Note that the Portfolio Holder for Family Support & Child Protection will represent Kirklees on the Joint Committee. To also note that, should the terms of reference allow, an appropriate substitute should also be nominated
- Note the principles of the partnership agreement (appendix b) and the process for setting the budget, and authorise the Director for Children & Young People to agree the RAA funding formula and terms of the partnership agreement under delegated powers. To also authorise the Assistant Director Legal, Governance and Monitoring to sign and seal (where appropriate) and enter into on behalf of the council into documentation (including but not limited to) the partnership agreement, including documents arising out of support for special guardians and to update the council's constitution as required
- Note the proposed transfer of staff via TUPE from 1st April 2017 into the employment of Leeds City Council to work within ONE Adoption
- Note that this report discusses further work required regarding support for special guardians and therefore seeks agreement from Cabinet that Kirklees Director for Children & Young People can make further arrangements for extending the breadth of the delegation to this aspect of the function following agreement by the Joint Committee as the project develops; and
- Authorises the Director for Children & Young People to progress with the other local authorities in order to implement ONE Adoption

10. Cabinet Portfolio Holder's Recommendations

I am supportive of the report's recommendations. Regionalisation will allow us to build on existing good work in the region and we have already made good progress. Learning from and contributing to good practice will benefit all children waiting for adoptive families, and all current and prospective adoptive parents. I look forward to developing our arrangements and strategy further.

11. Contact Officer

Lorraine Wood – Head of Sufficiency, IT & Performance

12. Background Papers and History of Decisions

Cabinet report – 26th July 2016

13. Assistant Director Responsible

Carly Speechley – Assistant Director, Family Support & Child Protection

THE WEST YORKSHIRE ADOPTION JOINT COMMITTEE

Constitution

1) Introduction

- a) The West Yorkshire Adoption Joint Committee ('WYAJC') is a joint committee under S9EB of the Local Government Act 2000 and pursuant to Regulation 11 of the Local Authorities (Arrangement for the Discharge of Functions) (England) Regulations 2012.
- b) The Participating Authorities have entered into a Partnership Agreement dated XXX ('the Partnership Agreement'¹) for the discharge of functions by the Host Authority (acting as a Regional Adoption Agency to be known as One Adoption Agency for West Yorkshire.)
- c) WYAJC will exercise functions delegated to it by the Participating Authorities in relation to adopter recruitment and assessment, family finding, adoption panel and adoption support ('the Delegated Functions') as set out in the WYAJC Terms of Reference.
- d) Political proportionality rules do not apply to the WYAJC.

2) Participating Authorities

- a) WYAJC will comprise the following authorities ('the Participating Authorities'):-
 - i) City Of Bradford Metropolitan District Council;
 - ii) Calderdale Council;
 - iii) The Council of the Borough of Kirklees Council;
 - iv) Leeds City Council ('the Host Authority'); and
 - v) Wakefield City Council.

3) Membership

- a) WYAJC shall comprise one Member from each Participating Authority² ('the Principal Member').
- b) Co-option of Members onto WYAJC is not permitted.
- c) Each Participating Authority shall have a pool of up to two named substitute Members³. The clerk to WYAJC must be advised before the commencement of the meeting if a substitute is to attend in place of the Principal Member.
- d) In the event of a Principal Member ceasing to be a member of the Participating Authority, he/she shall also cease to be a member of WYAJC and the relevant authority shall appoint another Principal Member in his/her place as soon as reasonably practicable.

¹ Which term shall be understood to include any later amendments to the Partnership Agreement

² The Leader of each authority shall make arrangements for the appointment of the Principal Member who may be the Lead Member for Children or another, and may be a Member of the Executive or of the authority.

³ The Leader of each authority shall make arrangements for the appointment of substitute Members who may be Members of the Executive or of the authority

- e) Each Participating Authority may remove its Principal Member and or any of those Members named in its pool of Substitute Members and appoint a different Principal Member or additional Substitute Member to the pool by providing 24 hours' notice to the clerk to WYAJC.
- 4) Chair
- a) The chair of WYAJC ('the Chair') shall be the Member appointed by the Host Authority.
 - b) A vice chair ('the Vice Chair') shall be elected from amongst the Principal Members at the first meeting of the committee each municipal year.
 - c) Where, at any meeting or part of a meeting of WYAJC the Chair is either absent or unable to act, to the Vice Chair shall preside for that meeting or part of that meeting as appropriate.⁴
- 5) Delegation of Functions
- a) Sub Committees
WYAJC may set up Sub-Committees as required to enable it to execute its responsibilities effectively and may delegate tasks as it sees fit to these bodies, which may be formed of such members of WYAJC as it considers appropriate.
 - b) Advisory Groups
WYAJC may set up advisory groups as required to enable it to execute its responsibilities effectively and may delegate tasks as it sees fit to these bodies, which may be formed of officers and / or members of the Participating Authorities or such third parties as WYAJC considers appropriate.
 - c) Officers
WYAJC may delegate such of its functions as it sees fit to the Director of Children's Services for the Host Authority⁵.
- 6) Hosting and Administration
- a) WYAJC shall be hosted by Leeds City Council ('the Host Authority')
 - b) The Host Authority shall provide clerking services and legal advice in addition to fulfilling monitoring officer and S151 officer roles for the WYAJC.
 - c) The administrative costs of supporting WYAJC will be met by the Participating Authorities in accordance with the funding formula agreed between them and set out in the Partnership Agreement.

⁴ For the avoidance of doubt, the role of chair vests in the Principal Member concerned and in his/her absence the role of chair will not automatically fall to the relevant Principal Member's substitute.

⁵ Unless expressly indicated the fact that a function has been delegated to the Director for Children's Services of the Host Authority does not require that officer to give the matter his/her personal attention. The officer may arrange for such delegation to be exercised by an officer of suitable experience and seniority. However the Director of Children's Services will remain responsible for any decision taken pursuant to such arrangements.

7) Access to Information

- a) Those documents and notices relating to WYAJC which are made available for public inspection will be published on the One Adoption Agency for West Yorkshire's website. Participating Authorities may provide links to the site from their own websites.

8) Conduct of Members

- a) Members of WYAJC shall comply with the Members' Code of Conduct as adopted by their own authority
- b) Members of WYAJC shall maintain their register of interests as required by the Members' Code of Conduct,
- c) Members of WYAJC shall declare any disclosable pecuniary interest⁶ in a matter to be considered by the committee in accordance with the agenda for the meeting
- d) Any complaint in relation to the conduct of a member of WYAJC shall be referred to the Monitoring Officer of their own authority and dealt with in accordance with the rules and procedures in place at and at the cost of that authority.

9) Scrutiny of Decisions

- a) Participating Authorities shall continue to operate overview and scrutiny functions in relation to the joint arrangements.

10) Winding up of WYAJC

- a) Participating Authorities may cease to participate in the joint committee in accordance with the provisions set out in the Partnership Agreement.
- b) WYAJC may be wound up on the unanimous consent of all Participating Authorities in accordance with the provisions set out in the Partnership Agreement.

11) Amendment of this Constitution

- a) This constitution can only be amended by resolution of each of the Participating Authorities.

⁶ As defined in the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012/1464

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WEST YORKSHIRE ADOPTION JOINT COMMITTEE

Terms of Reference

Purpose

- 1) WYAAJC brings together the five participating authorities to:-
 - a) Engage with voluntary adoption agencies in the region;
 - b) Deliver adopter recruitment, matching, adoption panel and support functions through a regional adoption agency known as One Adoption Agency for West Yorkshire;
 - c) Promote excellent and innovative practice; and
 - d) Ensure value for money.

The Delegated Functions

- 2) WYAJC will discharge the following functions on behalf of the Participating Authorities¹:-
 - a) Adoption services including:-
 - i) Recruitment and approval of potential adopters;
 - ii) Identification of potential matches between children and adopters;
 - iii) Provision of adoption panels; and
 - iv) Provision of adoption support services to adopters, adoptees and birth families.

Remit

- 3) WYAJC will:-
 - a) Receive reports in relation to the performance and progress of One Adoption Agency for West Yorkshire from both the Head of Service and the Management Board;
 - b) discuss and agree the strategic direction of One Adoption Agency for West Yorkshire, including the setting of stretch targets;
 - c) oversee the discharge of the Delegated Functions;
 - d) promote good performance in relation to the Delegated Functions, reflecting added value brought by One Adoption Agency for West Yorkshire in outcomes for children and their adoptive families ;
 - e) monitor the budget allocated to One Adoption Agency for West Yorkshire;
 - f) review value for money achieved by One Adoption Agency for West Yorkshire; and
 - g) exercise the corporate parenting role of the Participating Authorities in relation to the functions of One Adoption Agency for West Yorkshire.

¹ Functions in relation to individual children (including decisions to place for adoption and to approve a match) remain the responsibility of each Participating Authority.

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THE WEST YORKSHIRE ADOPTION JOINT COMMITTEE

Rules of Procedure for Meetings

1) Frequency of Meetings

- a) WYAJC shall meet a minimum of once per year.
- b) Additional meetings shall be fixed at the discretion of the Chair.

2) Agenda for Meetings

- a) The clerk shall settle the agenda for any meeting in consultation with the Chair.
- b) In settling the agenda the Clerk shall ensure that at each meeting of WYAJC the following business will be conducted:
 - i) consideration of the minutes of the last meeting;
 - ii) exempt information – potential exclusion of the press and public, if any;
 - iii) late items, if any;
 - iv) declarations of interest, if any;
 - v) consideration of reports submitted by the Chair of the Management Board or the Director of Children’s Services for the Host Authority, if any; and
 - vi) any other matter set out in the agenda for the meeting(which shall indicate which are Key Decisions¹ and which are not).

3) Notice of Public Meetings

- a) The Clerk will arrange to give notice of the time and place of a public meeting by publishing the agenda, together with every report, for that meeting on the One Adoption Agency for West Yorkshire website at least five clear working days before the meeting.
- b) Where the meeting is convened less than five clear working days before the meeting, notice will be given by publishing the agenda, together with every report, for that meeting on the One Adoption Agency for West Yorkshire website at the time the meeting is convened.
- c) Where an item is added to the agenda for a meeting after publication of that agenda, copies of the revised agenda and any report relating to that item, will be published on the One Adoption Agency for West Yorkshire website when the item is added to the agenda.
- d) Nothing in this rule requires a copy of an agenda, item or report to be available for inspection by the public until a copy is available to members of the decision making body concerned.

¹ As determined in accordance with the definition used by the Host Authority.

4) Notice of Private Meetings

- a) The Clerk will exclude access by the public to reports which in his/her opinion² contain:
 - i) confidential information; or.
- b) exempt information, and the report includes the reasons why, in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
- c) Where the whole or part of any report is not available for inspection by the public because it contains confidential or exempt information every copy of that report or part of that report must be marked “not for publication” and must state that it contains confidential information or, by reference to Schedule 12A Local Government Act 1972 the description of exempt information which it contains.

28 Days' Notice

- d) At least 28 clear calendar days before a meeting at which exempt or confidential information is to be considered, the Clerk will arrange for a notice to publish on the One Adoption Agency for West Yorkshire website a notice of the intention to hold a meeting, or part of a meeting of WYAJC in private.
- e) The notice will include a statement of the reasons why it is intended that the meeting, or part of the meeting, should be held in private.

5 Days' Notice

- f) At least five clear working days before a meeting at which exempt or confidential information is to be considered, the Clerk will publish further notice of the intention to hold the meeting of WYAJC in private. This will be done by including in an open report to the meeting:-
 - i) A statement of the reasons for the meeting to be held in private;
 - ii) Details of any representations received about why the meeting should be open to the public; and
 - iii) A statement of response to any such representations

Urgent Meetings At Which Exempt Or Confidential Information Is To Be Considered

- g) Where the date a meeting must be held makes compliance with rules 4d to 4f impracticable then the meeting may only consider exempt or confidential items in private with the agreement of the chair of the relevant Scrutiny Board of the Host Authority. In considering the matter the Scrutiny Board Chair must be satisfied that the meeting is urgent and cannot reasonably be deferred.

² The Clerk shall be advised by the Monitoring Officer where there is any doubt as to the confidentiality of any matter

- h) As soon as reasonably practicable after obtaining the Scrutiny Chair's agreement the Clerk will publish on the One Adoption Agency for West Yorkshire website notice of the intention to hold the meeting at which exempt or confidential information is to be considered. This will be done by including in an open report to the meeting:-
 - i) The reason why the meeting is urgent and cannot reasonably be deferred
 - ii) Confirmation of the agreement of the chair of the relevant Scrutiny Board.

5) Meetings to be held in public

- a) All meetings of WYAJC will be held in public³. However the public must be excluded from the the part or parts of a meeting whenever:-
 - i) Confidential information is likely to be disclosed during an item of business;
 - ii) The meeting passes a resolution, identifying the relevant part of the meeting to which it applies, that the public should be excluded because exempt information, described with reference to Schedule 12A Local Government Act 1972, is likely to be disclosed during an item of business; or
 - iii) A lawful power is used to exclude a member or members of the public in order to maintain orderly conduct or prevent misbehaviour at the meeting. The public may only be excluded from that part or parts of the meeting to which the circumstances set out above relate, and where, if required, notice has been given in accordance with paragraphs 4d to 4h above.
- b) The Recording Protocol: Third Party Recording of Committees, Boards and Panels⁴ shall apply to public meetings of WYAJC.

6) Quorum

- a) The quorum shall be three members.
- b) No business shall be transacted at a meeting unless a quorum exists at the beginning of a meeting. If at the beginning of the meeting the clerk to WYAJC after counting the members present declares that a quorum is not present, the meeting shall stand adjourned.

7) Attendance at meetings

- i) The Chair may invite any person, whether a member or officer of one of the Participating Authorities or a third party, to attend the meeting and speak on any matter before WYAJC.

³ Regulation 3, Executive Arrangements Regulations 2012

⁴ Appendix 1 to this document

- ii) Any person, whether a member or officer of one of the Participating Authorities or a third party, may be invited to attend on a standing basis following a unanimous vote of those present and voting at any meeting of WYAJC⁵.

8) Voting

- a) Each Participating Authority shall have one vote which shall be exercised by the Principal Member or their substitute provided that the clerk has been advised of the substitution prior to commencement of the meeting.
- b) Voting shall be conducted by a show of hands.
- c) All questions shall be decided by a simple majority of the votes of the members present, the Chair having the casting vote in addition to his/her vote as a member of WYAJC in event of a tie.
- d) The minutes of the meeting shall include a record of the names of members who cast a vote for a decision, against a decision or abstained from voting on a decision where, before a vote is taken on any matter by WYAJC, any two members present may demand that the votes are recorded, or where a record of the votes is required by law.

9) Recording of Decisions Taken at Meetings of WYAJC

- a) As soon as reasonably practicable after any meeting of WYAJC, the Clerk will produce a minute of every decision taken at that meeting and publish it on the WYAJC website together with the report in relation to the decision made. The minute will include;
 - i) A record of the decision including the date it was made,
 - ii) a statement of the reasons for each decision,
 - iii) details of any alternative options considered and rejected at that meeting and
 - iv) a record of any interest declared by any Member together with a note of any dispensation granted in respect of that interest .

10) Public Access to Documents

Agendas, Reports and Minutes

- a) For six years after a meeting, the Council will make available for inspection:-
 - i) The agenda for the meeting;
 - ii) Reports relating to items when the meeting was open to the public;
 - iii) The minutes of the meeting excluding any part of the minutes of proceedings when the meeting was not open to the public or which disclose exempt or confidential information;

⁵ Such person shall not be a Member of the Committee and shall not be entitled to vote in relation to any item, however they shall be entitled to send a substitute to attend the meeting in their place.

- iv) A summary of any proceedings not open to the public where the minutes open to inspection would not provide a reasonably fair and coherent record;

Background Papers

- b) The author of a report will set out a list of those documents ('Background Papers') relating to the subject matter of the report which in his/her opinion:
 - i) Disclose any facts or matters on which the report or an important part of the report is based; and
 - ii) Have been relied on to a material extent in preparing the reportBut this does not include:-
 - i) published works;
 - ii) works which disclose confidential or exempt information;
 - iii) the advice of a political advisor; or
 - iv) any draft report or document.
- b) A copy of each of the documents listed will be made available for public inspection for four years after the date of the meeting.

Documents Available for Public Inspection

- c) In addition to publication on the One Adoption Agency for West Yorkshire website the Clerk will make available for inspection by the public on request during office hours at the Host Authority's offices at Civic Hall, Leeds and shall supply copies of :
 - i) Any agenda and reports which are open to public inspection;
 - ii) Any further statements or particulars necessary to indicate the nature of items in the agenda which are not open to public inspection; and
 - iii) If the Monitoring Officer thinks fit, copies of any other documents supplied to Members in connection with an itemto any person on payment of a charge for postage, copying and any other costs.

11) Interpretation

- a) The ruling of the Chair⁶ as to the interpretation of any question in relation to these rules of procedure shall be final.

⁶ Who shall seek the advice of the clerk

Recording⁷ Protocol: Third Party Recording of Committees, Boards and Panels

WYAJC wants to be open and transparent in the way in which it conducts its decision-making. Therefore recording is allowed at all meetings of the WYAJC to enable those not present to see or hear the proceedings either as they take place (or later) and to enable the reporting of those proceedings.

1. Filming or other recording of all meetings of the authority, whilst those meetings are open to the public, is permitted^{8 9}.
2. Those wishing to record proceedings should, as a courtesy, inform the chair (or clerk) of the committee of their intentions to record prior to the commencement of the meeting.
3. Recordings may only be taken overtly from the area designated for the public and;
 - a. Recording devices must be in silent mode
 - b. No flash or additional lighting is permitted
 - c. Recordings must be taken from one fixed position and must not obstruct others from observing proceedings
4. The chair of a meeting has the authority to instruct that recordings be stopped where¹⁰:
 - a. The press and public have been excluded from the meeting due to the nature of (exempt or confidential) business being discussed.
 - b. There is public disturbance or a suspension/adjournment of a meeting
 - c. The recording has become disruptive or distracting to the good order and conduct of the meeting.
 - d. Continued recording is against the wishes of an individual¹¹

Use of Recordings by Third Parties– code of practice

The following code of practice applies to the use of recordings.

- A. Any published recording should be accompanied by a statement of when and where the recording was made, the context of the discussion that took place, and a clear identification of the main speakers and their role or title.
- B. Those making recordings must not edit the recording in a way that could lead to misinterpretation or misrepresentation of the proceedings or comments made by attendees. In particular there should be no internal editing of published extracts; recordings may start at any point and end at any point but the material between those points must be complete.

⁷ This includes both video and audio recording

⁸ In accordance with any regulations relating to such matters.

⁹ All agendas will indicate that recordings may be made at the meeting by third parties; signage will also be displayed indicating this

¹⁰ In all cases recording equipment must be switched off.

¹¹ Where members of the public raise an objection to being recorded, then those individuals will not be filmed. However continued audio recording will be permitted where the contributions are material to the resolutions to be made.

DATED

[]

WYAS AGREEMENT

RELATING TO THE [WEST YORKSHIRE ADOPTION

SERVICE]

Between

[insert list of authorities & third sector organisations]

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THIS AGREEMENT IS DATED []

Between

- 1) Leeds City Council of Civic Hall, Calverley Street, Leeds, LS1 1UR
- 2) Wakefield
- 3) Bradford
- 4) Calderdale
- 5) The Council of the Borough of Kirklees of the Town Hall, Ramsden Street, Huddersfield, HD1 2TA (“the Partners”)
- 6) **The Yorkshire and Humber Voluntary Adoption Alliance**
- 7) **The Adopter Forum**
- 8) “Third Sector Partners]

BACKGROUND

- A) The Partners agree to the establishment of the West Yorkshire Adoption Service (“the WYAS”)
- B) The aim of the WYAS is set out in [Schedule 1]
- C) On or around the date of this Agreement the Partners have established a joint committee as further described at schedule 2. The joint committee arrangements and the decisions taken by each Partner’s Executive have created the legal and governance framework around the discharge of functions. This Agreement describes the operational basis for running the West Yorkshire Adoption Service.
- D) This Agreement is made under the powers conferred below and all other enabling powers now (and in the future) vested in the Partners:

S.1 The Localism Act 2011 provides a general power of competence allowing local authorities to do anything that individuals generally may do.

S. 101 (5) Local Government Act 1972 a local authority may delegate and exercise their functions via a joint committee. Under s. 101 (2) Local Government Act 1972 the joint committee may arrange for discharge of their functions by another local authority including delegating to an individual officer within that authority.

S.113 Local Government Act 1972 provides that one local authority may place its staff at the disposal of another.

S.111 Local Government Act 1972 provides for a local authority shall have the power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of their functions.

- E) S.1 Local Government (Contracts) Act 1997 (power to enter into contracts).
- F) S.3 Local Government Act 1999 (Duty of Best Value).

[set out precisely what social services / child care legislation is relevant]

- G) [explain which functions have been delegated
- H) [Adoption of Children Act 2002
- I) Education and Adoption Act 2016]
- J) Each of the Partners retain their other statutory responsibilities [describe] in respect of adoption services.
- K) The Partners have each passed the necessary resolutions for the purposes of entering into this Agreement.

- L) This Agreement uses the defined term “Services” to describe the activities that the Host Authority is carrying out. For the avoidance of doubt, this is describing a local authority service that is provided to the public. This Agreement does not constitute a contract for services between the Partners.

AGREED TERMS

1. DEFINITION AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Agreement: Means this Agreement and attached Schedules

Aims, Principles and Objectives: the objectives of WYAS as described in [Schedule 1.]

Annual WYAS Plan: has the meaning set out in clause 7.

Assets: any tangible assets or property acquired, leased, licensed, loaned, or purchased as required by the Host Authority or other Partner for the administration of this Agreement. The Assets that are known to be required and who they are to be provided by is set out at [Schedule 8.]

Authority Premises: any premises acquired, leased, licensed, loaned, or purchased as required by the Host Authority or other Partner for the administration of this Agreement.

Best Practice: means using methods, practices, procedures and standards consistent with [ref to relevant legislation, regulations and guidance once provided] in order to provide the Service with the level of diligence, skill, care and prudence as could be reasonably expected from a local authority when performing the Service in its own administrative area;

Change in Law: any primary or secondary legislation that constitutes a change in Law that impact on this Agreement, which comes into force after the Commencement Date.

Commencement Date: the day of 2017

Data Protection Legislation: This Includes:

- a) The Data Protection Act 1998 (DPA 1998);
- b) All applicable laws and regulations relating to processing personal data and privacy, including the guidance and codes of practice issued by the Information Commissioner, where applicable.

Dispute Resolution Procedure: the procedure set out in clause 30.

Eligible Staff: [definition to be drafted by TUPE workstream - possibly by reference to a list?]

"Employee Liability Information" means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of the Regulations

“Employee Schedule” means a list of all Transferring Employees as at the date that the list is provided to the Host Authority;

Environmental Information Regulations 2004 (‘EIR’): means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

Financial Contributions: each Partner’s financial contribution and the total financial contributions of the Partners as set out in [schedule 5] being the contribution for the administration for WYAS;

Financial Year: means the period from 01 April to 31 March the following year

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation.

Host and Host Authority: means Leeds City Council.

Host Services: means the provision by the Host of all support services (save for the day to day administration by staff undertaken in accordance with their duties) required by WYAS including but not limited to financial, Human Resources, Health & Safety, Legal, Governance, ICT, Estates, PR/Marketing, Information Management, Internal Audit and Procurement the costs of which shall be allocated between the Partners in accordance with schedule 5.

Information: has the meaning given under section 84 of FOIA

Information Sharing Protocol: the protocol describing how the partners will share Information contained in Schedule 3.

Initial Period: the period commencing on the Commencement Date and ending on the fifth anniversary of the Commencement Date..

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

a)

Joint Committee: means a joint committee as described at Schedule 2;

Law: any applicable law, statute, bye-law, regulation, order, regulatory policy guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory;

“Losses” means all costs, claims, liabilities and expenses (including reasonable legal expenses);

Management Board: means a board made up of representatives of the Partners to oversee and advise the WYAS during the period of this Agreement as further described at schedule [9];

Management Board Representative: is as defined in schedule 4.

Monitoring: the process for assessing the effectiveness of services purchased.

Partners: means the local authorities who agree to enter into this Agreement to fulfil the aims of WYAS in delivering the Service with each Local Authority being a 'Partner' to this Agreement.

Partner Transferor: means **Partners whose staff are transferring to the Host Authority.**

Partners' Authorised Officers: means those officers delegated to undertake the work, liaise and report to the Management Board and assist the Host Authority to administer the Service.

Personal Data: shall have the same meaning as set out in the DPA 1998.

Regional Adoption Manager: the person employed by the Host Authority who will have the day to day responsibility for the delivery of the Service and whose role and responsibilities are set out at [Schedule 6].

"Regulations" means, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, re-enacted or extended from time to time)

Regulatory Body: those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this arrangement, or any other affairs of the Partners.

Relevant Transfer: a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended)

Request for Information: request for information or an apparent request under the FOIA or the Environmental Information Regulations 2004 (EIR).

Service(s): means the services to be provided by WYAS as set out in [Schedule 1] of this Agreement;

Service Providers: means third party organisations who are contributing to the provision of the Service;

Service User: Individuals who are eligible to receive the Service;

"Staffing Information" means, in respect of the Transferring Employees, the information listed in Schedule10 ;

"Transferring Employees" means any employees of the Partners or of any other persons who are assigned to the Service;

Term: the period of 10 (ten) years subject to any extensions agreed and early termination in accordance with clauses 3, 30, 31 and 32.

Termination Date: the date of expiring or termination of this Agreement.

“Transfer Date” means the date when

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended.

VAT

Working Day: means any day except Saturday, Sunday, the period between 25 December and 01 January (inclusive) in any year and a public holiday in England.

- 1.2 Clause, Schedule and paragraph headings shall not effect 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 Words in the singular include the plural and vice versa.
- 1.5 A reference to one gender includes 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 for the time being, taking into account any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes faxes and email and including electronic transmission of information.
- 1.8 NOT USED
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.10 Reference to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of relevant schedules.

2. COMMENCEMENT AND DURATION

This Agreement shall take effect on the Commencement Date and shall continue for the Term. This Agreement will be reviewed on the fifth anniversary of the Commencement Date and thereafter shall be reviewed on the fifth anniversary of any extension agreed under clause 3.

3. INITIAL PERIOD AND EXTENDING THE TERM

- 3.1.1. At the end of the Initial Period the Partners shall review the WYAS arrangements and this Agreement. If the Partners decide to terminate this Agreement the provisions of clauses 31 and 32 shall apply.
- 3.2. At the end of the Term the Partners may agree to extend the term of this Agreement by whatever period of time they see fit. If the Agreement is not extended the provisions of clause 32 shall apply.

4. WYAS ARRANGEMENTS

- 4.1. Each Partner will contribute financially to the staffing and running costs of the WYAS as described in [Schedule 5].
- 4.2. The Host Authority shall appoint staff who shall be responsible to the Services to be provided by the WYAS on behalf of the Partners subject to the provisions of Clause 13.

5. DELEGATION OF FUNCTIONS

- 5.1. The Partners acknowledge the delegation of functions described in [schedule 7] and the appointment of Leeds City Council to act as the Host Authority.
- 5.2. Additional services may not be brought within the scope of this Agreement during the term **other than** by direction of the Management Board and approval of the Joint Committee and subject to unanimous agreement by all Partners.

6. SERVICES

The Host Authority agrees to provide Assets and procure staff and resources derived from the Financial Contributions of the Partners to carry out the functions of the WYAS. The WYAS shall provide the Services and will be accountable to the Joint Committee for the following:

- a) To ensure the proper discharge of the statutory functions listed at [Schedule 7] and the Services;
- b) To act in accordance with Best Practice;
- c) To act in accordance with the Aims, Principles and Objectives of this Agreement, and any applicable policies agreed by the Partners;
- d) To act in accordance with the Host Authority constitution including those rules relating to decision making and the contract procedure rules;
- e) To act in accordance with the strategic direction provided by the Joint Committee;
- f) To act in accordance with all applicable Laws and Regulations; and
- g) To act in accordance with the management board arrangements set out at schedule [9] and otherwise in accordance with the terms of this Agreement.

7. ANNUAL WYAS PLAN

- 7.1. The Host Authority, with the reasonable assistance of the Partners, via the Management Board shall prepare a draft Annual WYAS Plan for submission for agreement by the Joint Committee by 30th June in each year. The Annual WYAS Plan shall:
 - a) Set out what activities will be undertaken within the year to deliver the agreed Aims, Principles and Objectives.
 - b) Describe any change or development required for the Services;
 - c) Provide information on how change in funding or resources may impact the Services; and
 - d) Include details of the estimated contributions due from each Partner for each Service and its required Financial Contribution, subject to the agreement by Partners of their respective financial contributions.

7.2 The Management Board will receive quarterly updates on the Annual WYAS Plan.

8. FINANCIAL CONTRIBUTIONS

- 8.1. The Partners shall pay their Financial Contribution to the Host Authority in order to carry out the functions of the WYAS. Payment of the Financial contribution will be made by 4 (four) equal instalments made in advance. The Partners' Financial Contributions for the first [and subsequent]year are set out in [Schedule 5]. Financial Contributions for subsequent years shall be determined in accordance with the provisions as set out at [Schedule 5].
- 8.2. The Partners will adhere to the financial protocols as described in the Financial Protocol attached as [Schedule 5.]

9. OVERSPENDS AND UNDERSPENDS

The Partners agree this will be dealt with in the manner set out in the Finance Protocol at [Schedule 5.]

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Each Partner shall be the owner of all existing Intellectual Property Rights in existence at the date of this Agreement in any material which it has created or the creation of which was undertaken by a third party which it commissioned to create that material.
- 10.2 Where any new material is created for the purpose of this Agreement by any of the Partners the Intellectual Property Rights in that material shall vest in the Host Authority. Any income generated by the Host Authority through exploitation of such new material shall be distributed equally amongst the Partners. The method of distribution shall be through an adjustment to the Financial Contribution that is required from each Partner. In the event of one or more of the Partners terminating this Agreement the Management Board shall negotiate an agreement in good faith to establish the exiting party's ongoing rights (if any) to future income.
- 10.3 Each of the Partners hereby grants to each other Partners a perpetual non-exclusive royalty free licence to use operate copy and modify their intellectual property for the purpose of the WYAS. The licence granted pursuant to this Clause shall not be revoked upon the relevant Partners withdrawal from this Agreement or upon termination of this Agreement.

11. PREMISES

11.1 The Host Authority and the other Partners shall provide the WYAS with accommodation and facilities as described as Assets in [schedule 8] for the Term or as otherwise agreed by the Partners from time to time.

11.2 The Partners acknowledge that staff engaged by the Host Authority shall be accessing their premises and in particular the premises listed as Assets in [schedule 8] for the purpose of providing the Services. The Partners shall ensure that access is permitted at all reasonable times and upon reasonable conditions.

12. ASSETS

12.1. Each Partner including the Host Authority shall make the Assets available to the WYAS as further described in [Schedule 8].

12.2. The Provisions of Clause 32 shall apply on termination of this Agreement.

13. STAFFING

13.1 PROVISION OF STAFFING INFORMATION AND WARRANTIES

1.1 Without prejudice to its obligation pursuant to the Regulations to provide the Employee Liability Information, the Partners shall on or before [Insert date] to the extent lawfully permitted provide the Host Authority with the Employee Schedule and Staffing Information as set out in Schedule 10.

1.2 The Partner Transferorss shall notify the Host Authority of any material change to the Employee Schedule and the Staffing Information as soon as is reasonably practicable, and shall upon request by the Host Authority meet the Host Authority to discuss the information disclosed.

1.3 The Partner Transferors warrant as at the Transfer Date:

1.3.1 that the information in the Employee Schedule and the Staffing Information shall be complete and accurate and kept up-to-date;

1.3.2 that neither it (nor any other employer of a Transferring Employee) is in material breach of the contract of employment of any of the Transferring Employees nor is any Transferring Employee in material breach of his contract of employment;

1.3.3 that none of the Transferring Employees have given or received notice of termination of employment nor are any of the Transferring Employees the subject of any material disciplinary action nor is any Transferring Employee engaged in any grievance procedure save for any information provided pursuant to clauses 1:1 and 1:2 above; and

1.3.4 that neither it (nor any other employer of a Transferring Employee) is engaged in relation to any Transferring Employee in any dispute, claim or legal proceedings, arising under contract or common law or arising out of or relating to any statute including the

provisions of the Regulations and any claim or allegation of unlawful discrimination save for any information provided pursuant to clauses 1:1 and 1:2 above;

and the Partner Transferors shall indemnify the Host Authority from and against all Losses incurred by the Host Authority in connection with or as a result of a breach of their obligations under this clause.

2. INFORMATION AND CONSULTATION

2.1 The Host Authority shall comply with its obligations under Regulation 13 of the Regulations during the period prior to the Transfer Date.

2.2 The Partner Transferors shall comply with their obligations under Regulations 13 and 14 of the Regulations during the period prior to the Transfer Date.

3. Indemnities

3.1 The Partner Transferors shall indemnify the Host Authority (either for itself or for or on behalf of any other person to whom the Transferring Employee or any liability relating to them has transferred or is alleged to have transferred) against all Losses incurred by the Host Authority in connection with or as a result of:

3.1.1 any claim or demand by any Transferring Employee or former Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any Transferring Employee or former Transferring Employee, or any claim relating to the period on and before the Transfer Date (and for the avoidance of doubt, this indemnity shall apply in respect of all Losses incurred by the beneficiary of this indemnity in respect of the period after the Transfer Date where the claim (such as, without limitation, a claim for equal pay) arises out of circumstances which arose on or before the Transfer Date);

3.1.2 any failure by the Partner Transferors or any other employer of the Transferring Employees to comply with its obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under Regulation 15 of the Regulations, save where such failure arises from the failure of the Host Authority or any Contractor to comply with its duties under Regulation 13 of the Regulations;

3.1.3 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the Transferring Employees (or other employees of the Partners) arising from or connected with any failure by the Partner Transferors or any other employer of the Transferring Employees to comply with any legal obligation to such trade union, body or person; and/or

3.1.4 any claim by any person (other than a Transferring Employee) in respect of which the Host Authority incurs or is alleged to incur responsibility or liability as a result of the operation of the Regulations.

3.2 The Host Authority shall (in respect of Transferring Employees employed by the Host Authority), indemnify the Partners against all Losses incurred by the Partners in connection with or as a result of:

3.2.1 any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Host Authority, as the case may be, in respect of any Transferring Employee on or after the Transfer Date;

3.2.2 any failure by the Host Authority to comply with its obligations under Regulation 13 of the Regulations; and/or

3.2.3 any claim or demand by any Transferring Employee arising out of any change or proposed change in the terms and conditions of employment or working conditions of that person on or after their transfer to the Host Authority on the Transfer Date, where that Transferring Employee would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of the Regulations on or before the Transfer Date as a result of any such changes.

13.1.

14. WYAS MANAGEMENT GOVERNANCE

The Partners shall constitute the Management Board to support the Regional Adoption Manager in the day to day provision of the Service. The governance arrangements and powers of the Management Board are set out at [Schedule 9.]

15. HOST SERVICES

The Host will provide the Host Services to the WYAS the cost of which shall be met in accordance with the provisions of [Schedule 5.]

16. MANAGEMENT BOARD QUARTERLY REVIEW AND REPORTING

16.1. The Management Board shall carry out a quarterly review of the operation of this Agreement including the annual WYAS Plan.

16.2. The Regional Adoption Manager appointed by the Host Authority shall submit a quarterly report to the Management Board setting out:

- a) Performance of the WYAS; and
- b) Any forecast overspend or underspend of the Financial Contributions.

17. ANNUAL REVIEW

17.1. The Partners agree to carry out a review of the WYAS by 30 June in any year (Annual Review) and to forward the review document to the Joint Committee:

- a) Performance in the previous Financial Year
- b) The performance of this Agreement against the Aims, Principles and Objectives of the WYAS.
- c) The performance of the individual services against the targets specified and contained in the WYAS Plan.
- d) Plans to address any underperformance in the WYAS;
- e) Actual expenditure compared with agreed budgets and reasons for and plans to address any actual or potential underspends or overspends.
- f) Review of plans and performance levels for the following year; and
- g) Plans to respond to any changes in policy or legislation applicable to this Agreement

17.2. The Regional Adoption Manager shall prepare an annual report following the Annual Review for submission to the Partners' respective appointed scrutinising boards or committees.

18. VARIATIONS

This Agreement may be varied by the Partners at any time subject to the express written agreement of all the Partners.

19. STANDARDS

19.1. The Partners shall collaborate to ensure that the WYAS functions are discharged in accordance with:

- a) The prevailing standards relating to provision of the Service;
- ; and

- b) Relevant guidance specified by Ofsted and any other relevant regulator

19.2. NOT USED

19.3. The WYAS and all Partners will co-operate with any inspections into the Service.

20. HEALTH AND SAFETY

20.1. The Host Authority and partners shall (and shall use reasonable endeavours to ensure its representatives) comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to the WYAS, persons working on behalf of the WYAS, service users and volunteers.

20.2. The Host shall ensure that its health and safety policy statements (as required by the Health and Safety at Work etc. Act 1974) together with related policies and procedures, are made available to the Management Board on request.

20.3. The Host shall notify the Management Board if any incident occurs in the performance of the Services, where that incident caused any personal injury

21. EQUALITY DUTIES

21.1. The Partners, employees, servants or agents shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination whether in race, gender, religion, disability, sexual orientation or otherwise. The Partners shall take all reasonable steps to secure the observance of this clause by all servants, employees, agents and all suppliers and sub-contractors employed in the execution of this Agreement.

22. FREEDOM OF INFORMATION

22.1. The Partners acknowledge that they are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with each other to enable the Host or any other Partners to comply with any Information disclosure requirements.

22.2. The Partners shall procure those employees, servants or agents shall;

- a) transfer any requests for information to the relevant Partner as soon as practicable after receipt and in any event within two working days of receiving a request for information;
- b) provide that Partner with a copy of all information in its possession or power in the form that the Partner requires within 5 Working days of the Partner requesting that information; and
- c) provide all necessary assistance as reasonably requested by any Partner to enable compliance with a request for information within the time for compliance set out in section 10 of the FOIA.

22.3. The Partner in receipt of the information disclosure request shall be responsible for determining at their absolute discretion whether any confidential information and/or other information:

- a) Is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations
- b) Is to be disclosed in response to a request for information.

22.4. The Partners acknowledge that the Partner in receipt of the information disclosure request may be obliged under the FOIA to disclose information:

- 1) without consulting with the Partner or Partners, or
- 2) following consultation with the Partners or the Management Board and having taken its views into account.

22.5. The Partners shall ensure that all information produced in the course of providing the Services including that held by Service Providers is retained for disclosure.

23. DATA PROTECTION AND INFORMATION SHARING

23.1. Each Partner shall (and shall procure that any of its representatives involved in the provision of services) comply with any notification requirements under Data Protection Legislation. All Partners shall duly observe all their obligations under Data Protection Legislation, which arise in connection with this Agreement.

23.2. The Partners shall share information about Service Users to improve the quality of care and enable integrated working in accordance with the Data Protection Act 1998 ("DPA"), The Human Rights Act 1998 and the common law duty of confidentiality and any other Data Protection Legislation or gateways. The Partners shall adhere to the Information Sharing Protocol set out in [Schedule 3] to this Agreement.

23.3. Notwithstanding the general obligation in Clause 24, where any Partner is processing personal data (as defined by the DPA) as a data processor for the Authority (as defined by the DPA) that Partner shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA: and

- a) Provide any other Partner with such information as that Partner may reasonably require satisfying itself that the disclosing Partner is complying with its obligations under the DPA;

- b) Promptly notify any Partner of any breach of security measures required to be put in place pursuant to Clause 23.3; and

23.4. ensure it does not knowingly or negligently do or omit to do anything which places any Partner in breach of its obligations under the DPA.

23.5. The Partners shall be responsible for facilitating Service Users in accessing their Personal Data under the DPA.

24. CONFIDENTIALITY

24.1. The Partners agree to keep confidential all documents relating to or received from the other Partner under this Agreement that are labelled as confidential or the Partner receiving the document should acting reasonably have known was confidential given the nature of the document, the contents, the circumstances and that way that it was provided.

24.2. Where the WYAS receive a request to disclose Information that the other Partner has designated as confidential or they should have known was confidential under clause 24.1 above:

24.2.1 Each Partner:

- a) Shall treat all confidential information belonging to the other Partner as confidential and safeguard it accordingly; and
- b) shall not disclose any confidential information belonging to the other Partner to any other person without the prior written consent of the other Partner, except to such persons and to such extent as may be necessary for the performance of this Agreement

The Host Authority shall take all necessary precautions to ensure that all confidential information obtained from a Partner under or in connection with the Services:

- a) is given only to such of the staff engaged in advising in connection with the Services and the Host Services as is strictly necessary for the performance of those services and only to the extent necessary for the performance of those services;
- b) is treated as confidential and not disclosed without prior approval or used by any staff otherwise than for the purpose of performing this Agreement.

24.3 The Host shall not use any confidential information it receives from any Partner otherwise than for the purposes of the WYAS

24.4 The provision of the clauses above shall not apply to any confidential information received by one Partner from the other:

- a) which is or becomes public knowledge (otherwise than by breach of this clause);
- b) which was in the possession of the Host Authority, without restriction as to its disclosure, before receiving from the disclosing Partner;
- c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- d) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the disclosing Partner making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations.

24.5 Nothing in this clause shall prevent the Host disclosing any confidential information for the purpose of:

- (i) the examination and certification of any Financial Contributions; or
- (ii) any examination pursuant by a regulatory body
- (iii) to any person engaged in providing any services to the authority for any purpose relating to or ancillary to the Agreement;

Provided that in disclosing information under this sub-clause the Host Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.

25. AUDIT

25.1. External Audit: The WYAS will be subject to the normal annual external auditing processes of the Host Authority.

25.2. Internal Audit: The WYAS and its finances will be incorporated in the risk assessed Internal Audit Programme for the Host Authority. Final reports shall be made available to the Management Board and each Partner.

26. INSURANCE

26.1. The Partners shall each effect and maintain a policy or policies of insurance, providing an adequate level of cover for the liabilities, obligations, duties and risks that they are taking on under the terms of this Agreement including those arising under any indemnity in this Agreement.

26.2. Excess payments in relation to claims made against the Host Authority shall be made from the WYAS budget.

26.3. The Partner in possession (as described in schedule 8) shall be responsible for insuring any Premises, and any other Assets. The Host Authority shall be responsible for employers liability insurance for staff.

27. NOT USED

28. LIABILITIES

28.1. Each Partner shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Partner is entitled to bring a claim against the other Partners under this Agreement.

29. COMPLAINTS AND INVESTIGATIONS

29.1 The Host Authority shall deal with all complaints received concerning the responsibilities of the WYAS in the first instance through the Hosts Authority's Compliments and Complaints Policy and procedure.

29.2

The Partners shall each fully comply with any investigation by any statutory Ombudsman or tribunal, including providing access to Information and making staff available for interview.

30. DISPUTE RESOLUTION

30.1 The Partners shall use their reasonable endeavours to resolve disputes arising out of this Agreement informally.

30.2 If any Partner considers that there is a matter which may affect continuation of its commitment to the Partnership Agreement [or wishes to exercise an option to break under clause 31.3], it should submit an expression of concern to the Management Board which will be tabled for discussion within 20 Working Days and resolution within 40 Working Days. Further dispute resolution would require a meeting between the Directors of Children's Services and the Chief Executive of each Partner within 20 Working Days of the failure to achieve resolution at the Management Board.

If the Chief Executives fail to resolve the dispute in the allotted time, then the aggrieved Partners may (with the agreement of all affected Partners) jointly appoint an independent mediator the costs of which shall be borne equally between the Partners in dispute.

Nothing in this clause shall prevent any Partner from exercising its rights under English law.

30. TERMINATION AND REVIEW

31.1 Any Partner may issue a notice under clause [30.2] in the following circumstances:

31.1.1 there is a change in law or a change in government guidance or policy that prevents any Partner from complying with its obligations under this Agreement;

- 31.1.2 a Partner, acting reasonably, can demonstrate that the Host Authority is persistently failing to perform the [functions] in a manner that would be expected of a competent local authority ;
- 31.1.3 where the Partners fail to agree an [Annual Budget] in accordance with [clause / schedule]; or
- 31.1.4 the review carried out under clause [3.1.1] leads one or more Partners to conclude (acting reasonably and in the best interests of discharging [function]) that the Partnership Agreement should be terminated .

31.2

31.3 [Following the conclusion of the process set out at clause 30 (dispute resolution) any or all Partners may elect to terminate their participation in this Agreement. The relevant Partner's Agreement shall terminate [18] months following receipt by the Host Authority of a notice to this effect.][Any Partner may terminate their participation in this Agreement upon giving the Host Authority [18] Months notice of their intention to do so. The process set out in clause 30 (dispute resolution) of this Agreement must be followed prior to serving any notice under this clause 31.3.]

32. CONSEQUENCES OF EXPIRY AND TERMINATION

On the expiry of the Term, or if this Agreement is terminated as a result of any decision made under clause [30] (Dispute Resolution) the provisions of this clause 32 shall apply.

- 32.1.1 Premises and Assets not acquired from the Financial Contribution shall be returned to the Host Authority or other Partners who show title.
- 32.1.2 Assets purchased from the Financial Contributions shall be disposed of by the Host Authority and any proceeds of the sale allocated according to the Partners Financial Contributions or, if otherwise agreed, shall be retained by the Host Authority.
- 32.1.3 The WYAS shall transfer all records they retain relating details of Service Users and other relevant information to the appropriate Partner.
- 32.2 Overspends and underspends on termination of this Agreement shall be in the same manner as surpluses and deficits are dealt with in paragraph 4 of [Schedule 5;]
- 32.3 Partners shall remain liable in accordance with the apportionments set out at [Schedule 5]for any financial or other obligation or liability (actual or contingent) incurred during the period that that Partner has been a party to this Agreement and in particular (without prejudice to the generality of the foregoing) for recovering costs incurred due to the withdrawal of that Partner.
- 32.3 All of the costs of terminating the Agreement and the WYAS arrangement shall be split between the parties in line with the formula agreed for the Partner contributions towards the [Annual Budget] as set out at Schedule [5]. These costs shall include but not be limited to the costs of redundancy and other employment liabilities.

32.4 The Partners shall be entitled but not restricted to direct any under spend to the following purposes:

32.4.1 to meet obligations under existing contracts;

32.4.2 to defray the costs of making any alternative arrangements for Service Users;

and

32.4.3 to meet the cost of any redundancies arising from the termination of this Agreement.

32.5 The Provisions of the following clauses shall survive termination or expiry of this Agreement:

32.5.1 Clause 23

32.5.2 Clause 24

32.5.3 Clause 25;

32.5.4 Clause 26;

32.5.5 Clause 27;

32.5.6 Clause 28;

33. PUBLICITY

Publicity will be managed through the Host Authority in partnership with all Partners.

The Partners shall use reasonable endeavours to consult one another before making any press announcements concerning the WYAS or the discharge of the Host Authority's function under this Agreement.

34. NO PARTNERSHIP

Nothing in this Agreement shall be constructed as constituting a legal partnership between the Partners or as constituting either Partner as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement.

35. THIRD PARTY RIGHTS

No term of this Agreement is intended to confer a benefit on or to be enforceable by any person who is not a party to this Agreement.

36. NOTICES

36.1 Notices shall be in writing and shall be sent to another Partner marked for the attention of the representative of the Management Board or another person duly notified by each Partner for the purposes of serving notices on that Partner, at the address set out for the Partner in this Agreement.

36.2 Notices may be sent by first class mail or facsimile transmission or e-mail, provided that facsimile transmission or e-mail is confirmed within 24 hours by first class mailed confirmation of a copy.

Correctly addressed notices sent by first class mail shall be deemed to have delivered 72 hours after posting and correctly directed facsimile and e-mail transmissions shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out above.

37 SEVERABILITY

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

38. CHILD PRACTICE REVIEWS OR MULTI AGENCY PROFESSIONAL FORUMS

38.1 The WYAS shall co-operate with regard to the provision of information to any serious case review.

39. ENTIRE AGREEMENT

This Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole Agreement between the Partners relating to the subject matter of it and supersede all prior agreements, arrangements and understandings between the Partners relating to that subject matter.

40. COUNTERPARTS

40.1 This Agreement may be executed in any number of counterparts each of which when executed shall constitute a duplicate of the original, but all the counterparts shall together constitute the Agreement.

40.2 No counterpart shall be effective until each Partner has executed at least one counterpart.

41. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Law of England.

This Document has been executed as a deed and is delivered and takes effect on the date at the beginning of it.

42. RECORDS MANAGEMENT

A records management protocol between the Partners shall be developed.

43. THIRD SECTOR PARTNERS

The powers, obligations and liabilities of the Third Sector Partners shall be as set out in this clause [43] (Third Sector Partners) only. No term of this Agreement shall apply to Third Sector Partners other than as set out in this clause.

Third Sector Partners shall have the right to attend the Management Board and vote on the matters allocated to Third Sector Partners in schedule [9].

The Third Sector Partners shall be consulted on [list to include strategic direction, policy development and service delivery but will exclude budget setting and detailed (as opposed to strategic) discussions around procurement].

The Partners including the Host Authority shall give due regard to and take into account the views expressed by the Third Sector Partners when coming to decisions on the items listed [x ref to items that 3rd sector is to be consulted on].

It is acknowledged that Third Sector Partners or organisations connected to the Third Sector Partners may under some circumstances generate income from the provision of services to the Host Authority and other Partners that are connected to the Service. The Third Sector Partners acknowledge that they shall not be provided with any documentation or be entitled to attend any meetings (including Management Board meetings) that contain details of any commissioning or procurement activity in relation to such services.

The following clauses of this Agreement shall apply to the Third Sector Partners to the extent that the context requires:

- 10 (IPR) [?]
- 14 (WYAS Governance)
- 21 (Equality)
- 22 (FOI)
- 23 (Data Protection)
- 24 (Confidentiality)
- 33 (Publicity)
- 34 (No Partnership)
- 35 (Third Party Rights)
- 36 (Notices)
- 37 (Severance)
- 38 (Child Practice Reviews)
- 39 (Entire Agreement)
- 40 (Counterparts)
- 41 (Law)
- 43 (Third Sector Partners)
- Schedule 4 (Management Board Members)
- Schedule 9 (Management Board Powers and Governance)

[executed as a deed by....]

Schedule 1

The Service

[insert]

The provision of a regional adoption service which will encompass

- The recruitment, assessment, approval of adopters
- The family finding for children requiring adoption
 - The matching of children with adopters
- The provision of adoption support services for children , adopters, adopted adults in the West Yorkshire region

[power to enter into contracts

Power to employ

Power to do anything in relation to service unless expressly reserved to Management Board or Joint Committee provided that action is taken in accordance with the Agreement]

Schedule 2

Description and Functions of Joint Committee

[insert or x ref to functions and governance docs]

Schedule 3

Information Sharing Protocol

[to draft]

Schedule 4

Management board representatives

[insert names and job titles]

[A senior officer from each of the Partners, nominated by the Director of Children's services

A representative of the Yorkshire and Humber Voluntary Adoption Alliance

A representative of the Adopter Voice forum of Yorkshire and Humber]

Schedule 5

Financial Protocol With Regards to the Relationship Between the Partners

1. General principles

1.1 The Host Authority will provide the financial administration accounting system and appropriate associated support for the [Regional Agency]. Subject to the statutory role of each Partner's section 151 Officer in relation to their council, the Host Authority shall provide the services of its Chief Financial officer and its section 151 officer to the [Regional Agency.]

1.2 Each Partner will contribute its Financial Contribution [commencing on the commencement date or on a pro-rata basis in the event of a delay.] The Host Authority shall not inherit any debt or liability incurred by any of the Partners prior to the Commencement Date.

2. Contributions and Charging Method

2.1 The partners are committed to the fair and equitable resourcing of the Regional Agency while ensuring that the full cost of the service provided by the Regional Agency is recovered. Each Partner will be required to contribute its share of the agreed annual budget of the Regional Agency. All contributions and apportionments for the year 2017/18 are set out [x ref table].

2.2 Contributions for every subsequent [year] of operation of the [Regional Agency] [or part thereof] shall be calculated in accordance with the funding formula set out at [x ref to funding formula].

2.3 Until such time as unanimously agreed by the Partners the following items of income and expenditure will remain the responsibility of each of the Partners

- Adoption allowances – those costs relating to specific new or ongoing allowances paid to adoptive parents by respective Partner's designated officer
- Adoption support- Those costs relating to adoption support arrangements agreed in respect of a particular child prior to the Commencement Date as authorised by the Partner's designated officer
- Inter agency fees payable or receivable- those fees relating to the direct costs related with or income generated from the placement of a child prior to the Commencement Date

3. Payment Arrangements

3.1 Following agreement of the annual budget by the Management Board each Partner shall be notified of the annual [Financial Contribution]. [The Financial Contribution] shall be paid in four

equal instalments on the first day of April, the first day of July, the first day of October and the first day of December [in each calendar year of operation of the Regional Agency] or on the next working day if these dates fall on a weekend or a Bank Holiday. Payment is to be made by BACS to the Host Authority's bank account.

[consider VAT implications, if any. This is not a contract for services, it is the delegation of functions]

4. Interest

4.1 Interest will be paid to or charged to the Regional Agency account based on the average monthly cash balances held by the Host Authority on behalf of the Regional agency

5. Budgetary Control and Monitoring

5.1 The [Regional Manager] shall prepare a draft annual budget for consideration by the Management Board and approval by each of the Partners as part of its budget setting process. The budget will be used to calculate the required contribution from each Partner as identified in paragraph 2 above. The Host Authority is not authorised to operate or budget for an accumulative or deficit position. In the event that the annual accounts are closed in a deficit position, the deficit will be made good by the Partners contributing in the same proportions as the Partners' contributions to the [Annual Budget.] Any surplus shall be carried over and returned to the Partners in the same proportions as the Partners' contributions determined by the Management Board.

5.2 The Host Agency's Section 151 Officer shall ensure there are mechanisms in place to enable budgets to be managed in line with the available resources and any variations to the budget are identified as early as possible. The Host Authority's Section 151 Officer will submit quarterly budget monitoring reports of the [Regional Agency] to the Management Board. These reports will include explanations of any variances against the profiled budget. The Management Board will review the expenditure and forecast to ensure that the allocated budget is being correctly adhered to. Each year, the Management Board shall be presented with a proposed budget for the [Regional Agency] for the following financial year by 31 December prior to the start of the financial year for agreement by 7 March, subject to financial approval in accordance with the financial procedures and constitutional arrangements for the Host authority. The proposed budget shall be based on the 2017/18 budget subject to adjustments (where an increase or a decrease) to allow for (i) indexation in line with [describe local authority pay awards]; (ii) [changes in the type, nature or quantum of the Service to be provided] and (iii) [changes in law, government policy and guidance and best practice].

6. Capital expenditure and Long Term contracts

6.1 The [Regional Manager] shall be enabled to expend capital which has been previously authorised as part of the [Financial Contribution]. Other capital expenditure shall either require unanimous agreement of the Partners.

6.2 Contracts for goods, works and services must not exceed a period of three years during the Initial Period and the Host Authority shall not thereafter enter into contracts exceeding a period of 2 years unless agreed by the Management Board along with suitable arrangements for meeting all Host Authority obligations under the contract. The Host Authority shall not enter into contracts that exceed the [Term] [unless agreed by the Management Board.]

7. Annual accounts and audit following each year end

7.1 The Host Authority shall prepare the annual account for the WYAS in a manner compliant with the relevant legislation, regulations and guidance within any statutory timescales applicable and shall ensure that the relevant information is available for external inspection and scrutiny. The Management Board must approve the annual account within the statutory deadlines which shall be presented along with the annual audit letter prepared by the external auditor. The cost of the specific auditors shall be borne by the Regional Agency budget. The Management Board shall decide on any money surplus or deficit balance in accordance with the principles set out in this schedule.

Schedule 6
Regional Adoption Manager
[name and contact details]

Schedule 7

Delegated Functions

[list]

Schedule 8

Assets

Each member of staff shall be provided with the following:

By the Host Authority:

Lap top

Mobile telephone

By each Partner:

Access to the Integrated Children's System of the Partner

Access to the network of each Partner (ability to send and receive e-mails and connect to the internet)

Premises

Kernel House, Killingbeck Drive, Leeds, West Yorkshire LS14 6UF

Sir Henry Mitchell House, 4 Manchester Road, Bradford, BD5 0QL

Princes Buildings, Princess Street, Calderdale MBC, Halifax, HX1 1TS

Riverbank Court, Wakefield Road, Huddersfield, HD5 9AA

Queens House, Queens Street, Wakefield, WF1 1JR

[need to specify amount of office space required – number of desks, access to meeting room?]

Schedule 9

Management Board Governance Arrangements

Powers and responsibilities of the Management Board

The Management Board shall be responsible for:

- Acting as a consultative body and performing a check and challenge function to the [Regional Manager's] performance of and proposals in relation to: (i) the strategic delivery of the Service (as directed by the Joint Committee); (ii) the day to day operation of the Service; and (iii) developments in legislation, guidance and best practice;
- If and when the opportunity arises making proposals for service improvements and innovations to Partners and the [Regional Manager];
- [approving the Annual Budget and Financial Contributions, noting that the agreed method of establishing the annual budget and annual contribution is set out at schedule 5 of this Agreement. on the express understanding that such approval shall only be requested once reasonable time has been provided for each Partner to go through their internal governance processes in relation to budgets and expenditure]
- Actions required under clauses [7] (Annual WYAS Plan),[16] (Quarterly Review) and [17] (Annual Review) of this Agreement
- [opportunity for dialogue]
- [dispute resolution]
- [anything else allocated by terms of Agreement]

The Management Board shall perform the tasks set out at bullet points 1 and 3 above in response to reports submitted by the [Regional Manager] as set out in the main body and other schedules to this Agreement.

Third Sector Partner Involvement

Third Sector Partners shall be entitled to be present for and vote on items in relation to the following:

[this will be a list of the duties around dialogue, check and challenge, strategy, innovations etc not disputes, finance or anything to do with contracting or procurement]

Governance arrangements of the Management Board

- The Project Board shall be constituted by the appointment of one representative from each Partner. Each Partner shall also appoint a proxy member to attend and vote at meetings of the Management Board in the absence of the appointed member.
- The initial members of the Management Board and the members' proxies shall be those listed in Schedule [4] subject to replacement in accordance with the terms of this Agreement.
- The members of the Project Board shall in the case of Partners be Directors Of Children's Services or persons acting under their delegated authority and in the case of Third Sector Partners be [] who shall be suitably qualified and experienced to act as members of a supervisory board for the Service and who shall be of the appropriate standing and seniority.
- Each Partner and Third Sector Partner shall have one vote and all proposals should be made by at least one Partner or Third Sector Partner and seconded by at least one Partner or Third Sector Partner. Decisions will be made on a majority vote of those Partners and Third Sector Partners participating and entitled to participate in the vote with the exception of annual budget and financial contributions which shall require the express consent of that / each Partner as appropriate.
- The Management Board shall appoint one of the Partner members to act as ChairpersonChairperson in all meetings of the Management Board and such Chairperson shall have, in addition to the voting rights specified above, in the case of an equality of votes exercised, a casting vote in any matter for decision by the Management Board. The Chairperson shall have regard to the overall interests of the Service not just the interests of the Partner that they represent. The initial member of the Project Board appointed as

Chairperson shall be listed in Schedule [4] and this initial appointment shall be reviewed by the Partners annually.

- The Management Board shall appoint one of the members to act as Vice Chairperson in all meetings of the Management Board and such Vice Chairperson shall act as Chairperson in the event of the absence of the Chairperson at any meeting of the Management Board.
- A meeting of the Management Board shall be quorate with the attendance of 50% of the members who are entitled to vote at such meeting.
- If a member of the Management Board shall not be present at any meeting of the Management Board, his or her agreement to a decision or a course of action (in relation to the Service and within the role of the responsibilities of the Management Board) may be given in writing to the Chairperson or Vice Chairperson or the member may decide at its discretion for its proxy to attend and to vote on its behalf in relation to any such decision or course of action.

The Partners each undertake that they have passed a resolution (or have the appropriate delegated authority) delegating the necessary authority to their representative on the Management Board to enable the Management Board to act in accordance with this schedule [9] and to commit the Partners within the terms of and as contemplated by schedule [9].

- A Partner or Third Sector Partner may remove any person acting from time to time as its representative on the Management Board and another representative (who shall be duly qualified in accordance with the terms of this schedule [9]) for the relevant Partner shall be appointed in accordance with the provisions of [x ref].
- No Partner or Third Sector Partner shall remove a person as its representative on the Management Board without first securing the appointment of another representative and advising the other Partners and Third Sector Partners of the appointment of such representative in writing.
- The Management Board shall meet as regularly as is necessary in order to perform its role in relation to the Project but in any event no less than [twice] per year. The Host Authority shall give the Partners and Third Sector Partners at least 10 Working Days written notice in advance of any meeting of the Management Board. Such notice shall include an agenda for the issues to be discussed and any decisions or actions to be considered at such meeting.

The 10 Working Days notice period may be waived if all Partners agree or the matter is urgent (in the reasonable opinion of the Host Authority).

- Any Partner or Third Sector Partner may request a meeting of the Management Board by giving notice in writing to the Host Authority. Such notice shall detail the reason for the meeting request and shall include a draft agenda for such meeting.

Schedule 10

Information to be disclosed by Partner Transferors relating to employees

Personal details

Name

Date of birth

Home address

Job title and Full Job Description (written job descriptions to be provided if in existence)

Work location

National Insurance Number and table letter

Bank account details for payment of salary

Remuneration and personnel issues

Date continuous employment commenced with the Partner Transferor and (if applicable) the commencement dates in local government

Contractual Notice to be provided by the Partner Transferor and Employee upon termination

Annual salary and rates of pay band/grade

Shifts, unsociable hours or other premium rates of pay

Hours of work

Overtime history for preceding 12 month period

Allowances and bonuses for preceding 12 month period

Outstanding loan/advances on salary or debts

Sickness absence disciplinary records for immediately preceding two year period

Any performance assessment or appraisal details

Car allocation and/or allowance details

Details of any written grievances submitted for the preceding two year period

Pensions

Details of scheme, and individual/employers contributions

Confirmation that employer contributions have been paid in full

Leave

Annual holiday entitlement and accrued holiday entitlement

Those currently on maternity leave or other long term leave of absence

Those on sick leave

Other information

Existing training or sponsorship commitments

Details of any active disciplinary/inefficiency or grievance proceedings

Details of any existing or potential claims made by the employee against the employer.

Existence of any secondment arrangements

Existence of any arrangements for deductions from pay eg court orders, union subscriptions, student loans, family tax credit or any other similar deductions

Details of any policies relating to equal opportunities, disciplinary and grievance procedures, maternity and paternity provisions, flexible working, redundancy procedures and payments and retirement.

Schedule 11

List of Relevant Employees

