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| Meeting of: | Cabinet |
| Date of Meeting: | Thursday, 06 July 2023 |
| Relevant Scrutiny Committee: | Healthy Living and Social Care |
| Report Title: | Vale, Valleys & Cardiff Adoption Collaborative Agreement |
| Purpose of Report: | To agree to enter into a new Collaborative Agreement, a copy of which is appended to the report as Appendix 1, between Vale of Glamorgan Council, The County Council of the City and County of Cardiff, Rhondda Cynon Taf County Borough Council and Merthyr Tydfil County Borough Council |
| Report Owner: | Cabinet Member, Social Care & Health |
| Responsible Officer: | Director of Social Services - Lance Carver |
| Elected Member and Officer Consultation: | The Collaborative Agreement has been agreed by partner agencies through the Management Board and Joint Committee |
| Policy Framework: | This report is a matter for Executive decision by the Cabinet |
| <p>Executive Summary:</p> <ul style="list-style-type: none"> • This report seeks agreement to enter into a new Collaborative Agreement between the Vale of Glamorgan Council, The County Council of the City and County of Cardiff, Rhondda Cynon Taf County Borough Council and Merthyr County Borough Council; the partner authorities which form Vale, Valleys and Cardiff Adoption Collaborative (VVC) (Appendix 1 attached). • The service was established on 1st June, 2015 and the initial Collaborative Agreement was signed on that date. A Deed of Variation was agreed in 2019 in consultation with partners and agreed by VVC Management Board and Joint Committee. • The revisions to the Collaborative Agreement contained in the Deed of Variation were agreed by the Vale of Glamorgan Cabinet in April 2019. • The present term of the Collaborative Agreement expires on 31st May, 2023. • The substantive terms of the Collaborative Agreement (“the Agreement”) remain unchanged in the proposed new Agreement as they reflect the current governance structure, operation and objectives of the service. • The significant changes are predominantly procedural and centre around membership of the Joint Committee and Management Board, quoracy and rotation of the chairs of both structures. | |

- In terms of the Joint Committee, it is proposed that the chair should rotate on a biennial basis and that it should be attended by the chair of the Management Board alongside the Heads of Service.
- The quoracy of the meeting should comprise of the Member representative or a nominated Member acting as a deputy and meetings will be held in May & December to fit in with the closure of accounts and budget setting.
- In terms of the Management Board, it is proposed that the Director of Social Services acting as chair should also rotate on a biennial basis.
- The quoracy of the Management Board remains unchanged although it is proposed that the membership is amended to include a representative from the voluntary sector and bring it in line with regulatory requirements. The requirement for the Management Board to meet with Directors of Social Services as agreed in the Deed of Variation has been removed as internal mechanisms to report on the performance of the Collaborative are in place.
- The membership and terms of reference of the Operational Group have been inserted to reflect current practice.
- The original Collaborative Agreement contained information about staff transfer under TUPE and details of the budget in 2015. It is proposed that these are removed. The financial protocol has been updated to allow for twice yearly billing of partner contributions to bring it in line with the current process.
- The potential term of the Agreement is 5 years, comprising an initial term of 3 years and an option to extend for up to 2 years, with reviews incorporated on the 2nd anniversary and, should the option to extend be exercised, 4th anniversary of the commencement date.
- The Agreement requires the service to undertake an annual review of the service provision for presentation to Joint Committee. It is proposed that the timescale for completion of the review should be extended to within six months of the end of the financial year. This extension would incorporate the regulatory requirement to report on the quality of care on a six-monthly basis and bring it in line with the annual reporting cycle to partner Scrutiny Committees.
- All the proposed changes have been discussed and agreed by VVC Management Board and Joint Committee.

Recommendations

- 1.** That Cabinet agree to enter into a new Collaborative Agreement between the Vale of Glamorgan Council, the County of the City and County of Cardiff, Rhondda Cynon Taf County Borough Council and Merthyr Tydfil County Borough Council as attached as Appendix 1 to commence on 1st June, 2023.
- 2.** That Cabinet delegate authority to the Monitoring Officer/Head of Legal and Democratic Services to agree and execute the Collaborative Agreement and future variations to the Agreement.

Reasons for Recommendations

- 1.** To provide a governance framework which ensures the continued operation and delivery of the Collaborative and outlines the responsibilities of partners.
- 2.** To bring the Collaborative arrangements into line with current practice and requirements.

1. Background

- 1.1** The background to the establishment of the Collaborative is set out in reports to Cabinet on 18th November, 2013 and 14th July, 2014. A detailed business case outlining the service delivery model and implementation plan for the service was considered by the Cabinet on 28th November, 2014 where these were agreed and the Vale of Glamorgan Council was approved as the host authority for the service.
- 1.2** Cabinet, on this date, further resolved to delegate to the Head of Legal Services in consultation with the (then) Managing Director, the Director of Social Services and the Cabinet Member for Social Care and Health to agree and finalise a Partnership Agreement and to authorise signature of the Partnership Agreement by the Head of Legal Services.
- 1.3** Vale, Valleys and Cardiff Adoption Collaborative was subsequently established on 1st June, 2015. It is one of five regional Adoption Services in Wales which alongside three voluntary agencies form part of the National Adoption Service in Wales.
- 1.4** As host Authority, all staff within the service are employed by the Vale of Glamorgan Council and are based in the Dock Office, Barry.
- 1.5** The Service undertakes a range of delegated adoption functions on behalf of the partner authorities which make up the Collaborative. These functions are specified in the Agreement.
- 1.6** The service is responsible for reporting against a set of nationally agreed performance measures to the National Adoption Service on a quarterly and annual basis.
- 1.7** The governance structure of the service is by way of a Joint Committee comprised of a lead Member from each partner authority and a Management

Board comprised of Heads of Service from each of the authorities, representatives from Health, Education and the Voluntary sector. It is chaired by a Director of Social Services on a rotational basis.

- 1.8** The Deed of Variation in 2019 introduced an additional layer of governance in terms of an Operational Group. This is comprised of a lead Operational Manager from each of the partner agencies, the Regional Adoption Manager and Team Managers within VVC.
- 1.9** The Joint Committee meets twice a year and the Management Board and Operational Group meets quarterly under the terms of the present Agreement. The Regional Adoption Manager reports to the Joint Committee and the Management Board on the progress and performance of the service. The Regional Adoption Manager also reports to Scrutiny Committees in each of the authorities on an annual basis.

2. Key Issues for Consideration

- 2.1** The new Collaborative Agreement will assist in the running of the service and ensure that effective arrangements are in place.
- 2.2** The requirement to review the Collaborative Agreement every five years acknowledges partner satisfaction with the arrangements and will ensure longer term stability for the Service.
- 2.3** The changes proposed will also ensure that the Collaborative Agreement is compliant with current legislative requirements and practice.

3. How do proposals evidence the Five Ways of Working and contribute to our Well-being Objectives?

- 3.1** The principles upon which the regional Service is based are aligned closely with the Five Ways of Working and the Council's Well-being objectives. The provision of an adoption service is a statutory function which serves to ensure that all children requiring adoptive placements are provided with this opportunity.
- 3.2** The ability to work together with partner authorities in a collaborative way has opened up opportunities for children in the Vale of Glamorgan to be placed with adoptive parents in other parts of the region. Collaborative working has enabled resources to be pooled creating efficiencies and providing a more efficient, standardised adoption service for children, prospective adopters and others affected by adoption.
- 3.3** The new Collaborative Agreement has been agreed by VVC Management Board and Joint Committee and will ensure that longer term collaborative working arrangements will be maintained to meet the needs of the service.

4. Climate Change and Nature Implications

- 4.1** There are no climate change or nature implications as a result of the new Collaborative Agreement.

5. Resources and Legal Considerations

Financial

- 5.1** The funding formula for the service was revised in 2018 following a Best Value Review of the service. A formula based on the activity and usage of each partner was considered to be more realistic as a way of apportioning costs. In order to avoid large swings in contributions between years it was considered appropriate for part of the apportionment to be based on a fixed charge which would be the same for each partner, with the remainder being based on activity to reflect the demands being placed on the service by partners. It was therefore considered that 20% of the costs would be treated as fixed with 80% of the costs being classed as variable.
- 5.2** This system has been in place since 2019-20 which has enabled more transparency and consistency in terms of budgetary contributions. The variable costs are based upon the number of children looked after per authority, the number of referrals into the service, children placed and the requests for adoption support.

Employment

- 5.3** There are no employment consequences as a result of the Collaborative Agreement.

Legal (Including Equalities)

- 5.4** The legal framework for the establishment of the regional Services is set in the Part 3 of the Adoption and Children Act 2002 as amended by the Social Services and Well-being Act (Wales) 2014.
- 5.5** In addition, the Adoption & Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 specify national and regional governance and reporting requirements and the regional footprint.
- 5.6** It will be necessary for the Monitoring Officer/Head of Legal and Democratic Services to execute and secure the execution by the Partner Authorities of the finalised Collaborative Agreement.

6. Background Papers

None.

THE VALE, VALLEYS & CARDIFF ADOPTION COLLABORATIVE

Dated

2023

COLLABORATIVE AGREEMENT

Between

VALE OF GLAMORGAN COUNCIL

THE COUNTY COUNCIL OF THE CITY & COUNTY OF CARDIFF

RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

MERTHYR TYDFIL COUNTY BOROUGH COUNCIL

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THIS AGREEMENT IS DATED DAY OF 2023

PARTNERS

- (1) VALE OF GLAMORGAN COUNCIL of Civic Offices, Holton Road, Barry, Vale of Glamorgan CF63 4RU (Authority)
- (2) COUNTY COUNCIL OF THE CITY & COUNTY OF CARDIFF of County Hall, Atlantic Wharf, Cardiff CF10 4UW (Authority)
- (3) RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL of The Pavilions, Cambrian Park, Clydach Vale, Tonypany CF40 2XX (Authority)
- (4) MERTHYR TYDFIL COUNTY BOROUGH COUNCIL of Civic Centre, Castle Street, Merthyr Tydfil CF47 8AN (Authority)

BACKGROUND

- (A) The Partners agree to the establishment of the Vale, Valleys & Cardiff Adoption Collaborative ("the Collaborative")
- (B) The aim of the Collaborative is set out in Schedule 1
- (C) This Agreement is made pursuant to the National Adoption Service for Wales and Foster Wales Joint National Committee Agreement entered into by the 22 Welsh Local Authorities and under the powers conferred below and all other enabling powers now (and in the future) vested in the Partners:
 - Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015.
 - S.2 Local Government Act 2000 which contains powers to do anything which it considers is likely to achieve any one or more of the following benefits: the promotion or improvement of the economic, social or environmental wellbeing of the area.
 - S.101 Local Government Act 1972 which provides that a local authority may arrange for discharge of their functions by another local authority
 - S.113 Local Government Act 1972 which provides that one local authority may place its staff at the disposal of another or Health Authority or Health Board
 - S.111 Local Government Act 1972 which provides that 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
 - S.19 Local Government Act 2000 which provides for a delegation of executive functions to another local authority
 - S.1 Local Authority (Goods and Services) Act 1970 which contains the power to enter into an agreement for all or any of the following purposes, namely a supply by the local authority of goods and materials, administrative, professional or technical services, use of vehicles, plant or apparatus or works of maintenance in connection with land or buildings
 - S.170 Social Services and Wellbeing (Wales) Act 2014 which provides that the Welsh Ministers may direct two or more local authorities in Wales to enter into specified arrangements in addition to the provision pursuant to Section 3 of the Adoption and Children Act 2002 of Services to meet the needs of:
 - (a) Children who may be adopted, their parents and guardians;
 - (b) Persons wishing to adopt;
 - (c) Adopted persons, their parents, natural parents and former guardians

- (D) The Partners are committed to better integration of their statutory obligations and discretionary powers in relation to adoption services and wish to enter into the arrangements under this Agreement.
- (E) This Agreement provides the framework within which the Partners will work together to achieve the Aims and Objectives.
- (F) Each of the Partners retain statutory responsibilities in respect of adoption services.
- (G) The Partners have each passed the necessary resolutions for the purposes of entering into this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

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

Agreement: this Agreement and attached Schedules.

Annual Collaborative Plan: has the meaning set out in Clause 7.

Assets: any tangible assets or property acquired, loaned, leased, licensed, purchased or otherwise provided as required by the Host Authority or other Partner for the administration of this Agreement.

Authority Premises: any premises acquired, leased, licensed, loaned or purchased or otherwise provided as required by the Host Authority or other Partner.

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 1st day of June 2023

Data Protection Legislation: includes:

- (a) The General Data Protection Regulation (Regulation (EU) 2016/679);
- (b) The Data Protection Act 2018 (DPA 2018);
- (c) The Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC);
- (d) The Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended; and
- (e) All applicable laws and regulations relating to processing personal data (including without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the Information Commissioner or relevant data protection or supervisory authority, where applicable to a Partner.

Dispute Resolution Procedure: the procedure set out in Clause 29.

EIR: the Environmental Information Regulations 2004.

Financial Contributions: each Partner's financial contribution and the total financial contributions of the Partners as set out in Schedule 6 being the contribution for the administration for the Collaborative.

Financial Year: a period of 12 months from 1st April in one year to 31st March in the next.

First Financial Year: 1st June 2023 to 31st March 2024.

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.

Governance Board: the Governance Board provided for by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015.

Host and Host Authority: the Vale of Glamorgan Council

Host Services: the provision by the Host of all support services together with accommodation (save for the day-to-day administration by staff undertaken in accordance with their duties) required by the Collaborative including but not limited to Finance, Human Resources, Health & Safety, Legal, ICT, Estates, PR/Marketing, Information Management, Internal Audit and Procurement, the costs of which shall be charged to the Collaborative Joint Committee.

Information: has the meaning given under section 84 of the FOIA.

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

Initial Term: the period commencing on the Commencement Date and ending on the third anniversary of the Commencement Date with a review on or before the second anniversary.

Joint Committee: a joint committee with functions set out in Schedule 2, comprising:

- (a) one Member from each of the Partners with the Member having voting rights; and
- (b) one Officer from each of the Partners (and a substitute or substitutes in respect of each number of officers to be nominated by each Partner) who for the avoidance of doubt will not have voting rights and shall act in an advisory capacity only.

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 an Regulatory.

Local Authorities: the local Authorities listed on page 1 of this Agreement.

Management Board: a board made up of representatives of the Local Authorities to oversee and advise the Collaborative during the period of this Agreement.

Management Board Representative: is as defined in Schedule 4.

Member: an elected member representative who has been nominated by a Partner to serve the Joint Committee in a voting capacity, and who has the ability to nominate a Nominated Member to serve in his/her place in circumstances when the Member is unavailable to serve on the Joint Committee.

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

Nominated Member: an elected member representative who has been nominated by a Member to serve on the Joint Committee.

Officer: a service area representative with responsibility for adoptions who has been nominated by a Partner to serve the Joint Committee in an advisory capacity.

Operational Group: the Vale, Valleys & Cardiff Operational Group with terms of reference as set out in Schedule 5.

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

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

Collaborative Arrangements: the arrangements made between the Partners under this Agreement relating to the resourcing, administration, development, implementation and on-going maintenance of the Collaborative.

Personal Data: shall have the same meaning as set out in the Data Protection Regulation 2018.

Regional Adoption Manager: the person who will have overall responsibility for the delivery of the Service and whose role and responsibilities are set out at Schedule 4.

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 within this arrangement, or any other affairs of the Authority.

Request for Information: request for Information or an apparent request under the FOIA or the EIR.

Service(s): The provision of:

- (a) assets and premises by the Host Authority together with the procurement of staff and resources derived from the Financial Contributions of the Partners to enable the carrying out of the functions of the Collaborative;
- (b) services by the Collaborative who shall be accountable to the Joint Committee for delivery of an amalgamated integrated adoption service; as set out in Schedule 1 of this Agreement.

Service User: individuals who are eligible to receive the Service.

Term: the period of the initial Term as may be varied by any extensions to this Agreement that are agreed under Clause 3.

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

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Words in the singular include plural and vice versa.
- 1.5 A reference to one gender includes a reference to 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 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 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or to allow that thing to be done.
- 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 References to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of relevant Schedule.

2. COMMENCEMENT AND DURATION

This Agreement shall take effect on the Commencement Date and shall continue for the Term with a review taking place on the second anniversary of the Commencement Date and, in the event of an extension being exercised in accordance with Clause 3, on the 4th anniversary of the Commencement Date.

3. EXTENDING THE INITIAL TERM

The Partners may agree unanimously to extend this Agreement beyond the Initial Term for an agreed period of two years and on such varied terms as they agree, subject to approval of the individual Partners' internal approval processes.

4. COLLABORATIVE ARRANGEMENTS

- 4.1 Each Partner will contribute financially to the staffing and running costs of the Collaborative as described in Schedule 6, subject to the provisions of Clause 13.
- 4.2 The Host Authority shall appoint staff of suitable expertise and qualification who shall be responsible for the Services to be provided by the Collaborative on behalf of the Partners subject to the provisions of Clause 13.
- 4.3 Nothing in this Agreement shall prejudice or affect the Partners' power to determine and apply eligibility criteria for the purposes of assessment under the NHS & Community Care Act 1990.

5. DELEGATION OF FUNCTIONS

- 5.1 For the purpose of the implementation of the Collaborative the Partners hereby delegate the exercise of any relevant functions to the Joint Committee and the Regional Adoption Manager and hereby appoint The Vale of Glamorgan Council to act as the Host Authority in accordance with Schedule 6.
- 5.2 Additional services may not be bought within the scope of this Agreement during the term **other than** by direction of the Management Board and subject to a full business case unanimously agreed by all Partners.

6. SERVICES

The Vale of Glamorgan Council is the Host Authority for the Collaborative and agrees to provide Assets and procure staff and resources derived from the Financial Contributions of the Partners to carry out the functions of the Collaborative. The Collaborative shall provide services and will be accountable to the Joint Committee for the following:

- (a) ensuring the proper discharge of the Partners statutory functions and discretionary provision of in-scope Services;
- (b) acting with reasonable skill and care, and in accordance with best practice;
- (c) acting in accordance with the Aims, Principles and Objectives of this Agreement, and any applicable policies agreed by the Partners.
- (d) acting in accordance with any agreed standing orders or other rules on contracting that may be agreed and adopted by Partners and;
- (e) acting in accordance with all applicable Laws and Regulations.

7 ANNUAL COLLABORATIVE PLAN

- 7.1 The Partners via the Management Board shall prepare a draft Annual Collaborative Plan for submission to the Joint Committee for noting by 31st July in each year. The Annual Collaborative Plan shall:
- (a) set out what activities will be undertaken with the year to deliver the agreed Aims, Principles and Objectives.
 - (b) describe any changes or development required for the specific Services;
 - (c) provide information on how changes in funding or recourses may impact the specific Services; and
- 7.2 The Management Board will receive quarterly updates on the Annual Collaborative Plan.
- 7.3 The Annual Collaborative Plan may be varied by written agreement between the Partners following 28 days' written notice of the proposed change. If the Joint Committee cannot agree unanimously the contents of the Annual Collaborative Plan in accordance with the Joint Committee's agreed terms of reference (Schedule 4), the matter shall then be dealt with in accordance with Clause 29. Pending the outcome of any dispute resolution process under Clause 29 or termination of this Agreement under Clause 30, the Partners shall continue to perform the agreed Services and make available any sums required for the operation of this Agreement.

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 Collaborative. Payment of the Financial Contribution will be made by 2 (two) equal instalments made in advance. Financial Contributions shall be determined in accordance with the provisions as set out at Schedule 6.
- 8.2 The Partners will adhere to the financial protocols as described in the Financial Protocol attached as Schedule 6.

9. OVERSPENDS AND UNDERSPENDS

The Partners agree this will be dealt with in the manner set out in the Finance Protocol at Schedule 6.

10. CAPITAL EXPENDITURE

The Financial Contributions shall be directed exclusively to revenue expenditure. Any arrangements for capital expenditure shall be made separately and in accordance with the provisions of Schedule 6, paragraph 6 subject to any statutory requirements or obligations.

11. PREMISES

The Host Authority shall provide the Collaborative with accommodation and facilities for the Term or as otherwise agreed by the Partners from time to time.

12. ASSETS

- 12.1 The Host Authority shall make Host Authority Assets available to the Collaborative, any Assets only to be used by the Partners' or the Collaborative employees in the discharge of the Partners' Functions.
- 12.2 The Provisions of Clause 31 shall apply on termination of this Agreement.

13. STAFFING

- 13.1 The Partners intend for the Host Authority to be responsible for the day to day running of the Collaborative and the Host Authority to be the employer in law. The Partners are committed to ensuring this is achieved.
- 13.2 Staff appointed to undertake responsibilities on behalf of the Collaborative who prior to appointment are not employed by any of the Partners will be employed/contracted on the standard terms and conditions of employment of the Host Authority. The Host Authority will be the employer in law for all newly engaged Staff. The Host Authority will ensure that Staff are recruited appropriately in terms of skills and qualifications to carry out their role within the functions of the Collaborative.
- 13.4 Overall administration, management and direction of Staff shall be undertaken by the Regional Adoption Manager who should be employed by the Host Authority.
- 13.5 All eligible employees engaged in connection with the functions carried out by the Collaborative may participate in the Local Government Pension Scheme.
- 13.6 Transfer of previous pension rights will be undertaken in accordance with the Local Government Pension Scheme Regulations 2013 (as amended).

13.7 Notwithstanding the Host being an employer in law, all liabilities attached to the direct employment of Staff on behalf of the Collaborative shall be a cost to the Collaborative to be apportioned in accordance with Clause 8 and Schedule 6.

13.8 Where roles are substantially different staff who apply for and are successful will be engaged on the Host's Terms and Conditions of employment.

14. COLLABORATIVE MANAGEMENT GOVERNANCE

The Partners shall constitute a Management Board to support the Regional Adoption Manager and Heads of Service in the day-to-day provision of the service of the Collaborative. The governance arrangements of the Management Board are set out in Schedule 4.

15. HOST SERVICES

The Host will provide the Host Services to the Collaborative the cost of which shall be met in accordance with the provisions of Schedule 6, paragraph 2.

16. MANAGEMENT BOARD QUARTERLY REVIEW AND REPORTING

16.1 The Partners' Management Board shall carry out a quarterly review of the Collaborative Arrangements including the annual Collaborative Plan.

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

- (a) Performance of the Collaborative; 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 Collaborative within six months of the end of each Financial Year (Annual Review) and to forward to the Joint Committee the review document comprising:

- (a) the performance of the Collaborative Arrangements against the Aims, Principles and Objectives of the Collaborative;
- (b) the performance of the individual sections against the targets specified and contained in the Collaborative Plan;
- (c) plans to address any underperformance in the Collaboratives;
- (d) review of plans and performance levels for the following year; and
- (e) plans to respond to any changes in policy or legislation applicable to the Collaborative arrangements.

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 in accordance with the Partners' internal decision-making processes, subject to the express written agreement of all the Partners.

- 18.1 The Host Authority has authority to enter into such contractual agreements as may be requested from time to time in connection with the provision of the Services.

19. STANDARDS

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

- (a) the prevailing standards relating to Service Provision;
- (b) the Host Authority's adopted policies relating to Standards, and
- (c) relevant guidance specified by the Care Inspectorate Wales and any other relevant regulator.

- 19.2 The Host shall ensure that each employee is appropriately managed and supervised in accordance with all relevant prevailing standards of professional accountability.

- 19.3 The Collaborative will co-operate with any inspections into the Service.

20. HEALTH AND SAFETY

- 20.1 The Host 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 Collaborative and persons working on behalf of the Collaborative.

- 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 causes any personal injury or damage to property that could give rise to 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 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 EIR and shall assist and cooperate with each other (with costs being shared between the Partners) to enable the Host or any other Partners to comply with any Information disclosure requirements.
- 22.2 The Partners, Host and Regional Adoption Manager 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 the 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 Partners shall be responsible for determining at their absolute discretion whether any commercially sensitive information and/or other information is:
- (a) exempt from disclosure in accordance with the provisions of the FOIA or EIR; or
 - (b) to be disclosed in response to a request for information.
- 22.4 The Partners acknowledge that the Host Authority may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the discharge of public authorities' functions under Part 1 of the FOIA (issued under section 45 of the FOIA), be obligated under the FOIA to disclose information:
- (a) without consulting with the Partner or Partners, or
 - (b) 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 or relating to the in-scope Services, Service providers or Service Users in retained disclosure.
- 22.6 The Partners acknowledge that each is subject to the requirements of FOIA, and shall assist and co-operate with one another to enable each partner to comply with these information disclosure requirements, where necessary.

23. DATA PROTECTION AND INFORMATION SHARING

- 23.1 Each Partner shall (and shall procure that any of its representatives involved in the provision of the Services) comply with any notification requirements under the 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 2018 (“the DPA”), the Human Rights Act 1998 and the common law duty of confidentiality and any other information sharing legislation or gateways. The Partners shall adhere to any Information Sharing Protocols set out in Schedule 3 to this Agreement and any information sharing protocols that are developed in accordance with the WASPI Framework when sharing information under 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 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
 - (c) ensure it does not knowingly or unknowingly do or omit to do anything which places any Partner in breach of its obligations under the DPA and Data Protection Legislation.
- 23.4 The Partners shall be responsible for facilitating Service Users in accessing their Personal Data under the DPA and Data Protection Legislation.

24. CONFIDENTIALITY

- 24.1 The Partners agree to keep confidential all documents relating to or received from the other Partners under this Agreement that are labelled as confidential.
- 24.2 Where the Collaborative receive a request to disclose information that the other Partner has designated confidential, each Partner shall:
- (a) treat all Confidential Information belonging to the other Partner as confidential and safeguard it accordingly; and
 - (b) 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.
- 24.3 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 is:
- (a) given only to such of the Staff engaged in advising in connection with the Services as is strictly necessary for the performance of those Services.
 - (b) treated as confidential and not disclosed without prior approval or used by any Staff otherwise than for the purpose of the Collaborative.
- 24.4 The Host shall not use any Confidential Information it receives from any Partner otherwise than for the purposes of the Collaborative.

24.5 The Provision of the clauses above shall not apply to any Confidential Information received by one Partner from the other which:

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

24.6 Nothing in this clause shall prevent the Host from disclosing any Confidential Information:

- (a) for the purpose of the examination and certification of any Partner Financial Contributions;
- (b) for the purpose of any examination pursuant by a regulatory body; or
- (c) 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 with confidence.

25. AUDIT

25.1 External Audit: The Collaborative will be subject to the normal annual external auditing process of each Partner.

25.2 Internal Audit: The Collaborative 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 upon request and the cost of preparation of the same shall be borne by the Collaborative.

26. INSURANCE

26.1 The Partners shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement subject to the Partners agreeing to share the cost of any increase in premium occasioned by the provision of such cover.

26.2 The Host Authority shall be responsible for insuring any Premises (if required under the term of any Licence or Lease), staff and assets subject to the Partners agreeing to share any additional insurance costs as may arise.

27. INDEMNITIES

Each Partner (Indemnifying Partner) shall indemnify and keep indemnified the other Partners (indemnified Partner/s) against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, willful default or fraud of itself, the indemnifying Partners employees, or any of its representatives or sub- contractors, except to the extent that the loss or claim is:

- (a) covered by insurance taken out by the Host on behalf of the Collaborative; or
- (b) directly caused by or directly arises from the negligence, breach of this Agreement or applicable Law by the Indemnified Partner or its representatives

save as aforesaid, the Partners should be jointly liable for all losses suffered in relation to the creation of the Collaborative including all actions, proceedings, costs, claims, demands, liability and expenses arising out of or in connection with any act or omission of the Host in carrying out its duties or implementing decisions of the Regional Adoption Manager and or Joint Committee and Management Board save where such losses resort from unactioned actions of the Host.

28. LIABILITIES

- 28.1 Subject always to Clause 27, no Partner shall be liable to the other Partners for claims by third Parties arising from any acts or omissions of a Partner following a placement identified to the Collaborative.
- 28.2 Each Partner shall, at all times, take all reasonable steps to minimize 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 Partners shall deal with all complaints received concerning the responsibilities of the Collaborative in the first instance through the Host Authority's complaint procedure.
- 29.2 The Partners agree that the Host Authority's complaint procedure is adopted on a permanent basis and all costs incurred relating to an investigation will be recovered from the relevant Partners.
- 29.3 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 best endeavours to resolve disputes arising out of this Agreement informally.
- 30.2 If any dispute referred to the Management Board is not resolved within 20 working days, any Partner or Partners, by notice in writing to the other Partner or Partners via the Management Board, the chair may refer the dispute to the Heads of Paid Services of the Partners in dispute, who shall co-operate in good faith to resolve the dispute as amicably as possible within 20 working days of service of notice.

- 30.3 If the Heads of Paid Services fail to resolve the dispute in the allocated time, then the aggrieved Partners may jointly appoint an independent mediator the costs of which shall be borne equally between the Partners in dispute.

31. TERMINATION

- 31.1 Any Partner may terminate this Agreement at any time by giving 12 months' written notice to the other Partners to the Chair of the Joint Committee and to the Chair of the Governance Board following the end of the initial term. The outgoing Partner's financial contribution for the 12 months period shall remain until the expiry on the 12 months' notice.
- 31.2 Any Partner may terminate this Agreement in whole or part with immediate effect by the service of written notice on the other Partners in the following circumstances:
- (a) there is a change in Law that prevents any Partner from complying with its obligations under this Agreement;
 - (b) following a failure to resolve a dispute when Clause 29 will apply; or
 - (c) where all Partners are unable to comply with their obligations under this Agreement due to change in policy or direction issued by the Welsh Government or other Governmental body.
- 31.3 The Provisions of Clause 31 shall apply on termination of this Agreement.
- 31.4 In the event of any Partner having notified the Host Authority of its intention to withdraw from this Agreement the remaining Partners shall immediately review this Agreement to determine whether there are sufficient resources for the Host to continue to fulfil its functions and responsibilities on behalf of the remaining Partners and whether this Agreement should be terminated.
- 31.5 In the event of the Host notifying its intended withdrawal from the Agreement all Partners shall immediately review this Agreement to determine whether any of the remaining Partners can become the Host.

32. CONSEQUENCES OF TERMINATION

- 32.1 On expiry of the Term, or if this Agreement is terminated in whole or in part for any reason:
- (a) premises and Assets not acquired from the Financial Contribution shall be returned to the Host Authority or other Partners who show title;
 - (b) assets purchased from the Financial Contribution 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; and
 - (c) the Collaborative shall transfer all records they retain relating to any placements, 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 6.

- 32.3 A Partner withdrawing from this Agreement, whether or not notice has been issued, 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 the 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.
- 32.4 The Partners shall be entitled but not restricted to direct any under spend to the following purposes:
- (a) to meet obligations under existing conditions;
 - (b) to defray the costs of making any alternative arrangements for Service Users; and
 - (c) to meet the cost of any redundancies arising from the termination of the Collaborative Arrangements.
- 32.5 The Provisions of the following clauses shall survive termination or expiry of this Agreement:
- (a) Clause 23;
 - (b) Clause 25;
 - (c) Clause 26;
 - (d) Clause 27; and
 - (e) Clause 28

33. PUBLICITY

- 33.1 Publicity will be managed through the Host Authority in partnership with all Partners and their Public Relations departments.
- 33.2 The Partners shall use reasonable endeavours to consult one another before making any press announcements concerning the Collaborative or the discharge or either Partner's functions 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 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 shall be sent by first class mail or facsimile transmission, provided that facsimile transmission is confirmed within 24 hours by first class mail confirmation of a copy. Correctly addressed notices sent by first class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received instantaneously on transmission, provided they are confirmed as set out above.

37. WELSH LANGUAGE

37.1 The Collaborative is provided in accordance with the Host Council's Welsh Language scheme and wishes of the Service User.

37.2 The Partners commit to providing the Service in the Service User's choice of language in a proactive manner, so that the Collaborative meets the Service User's linguistic needs.

37.3 The Partners commit to making all written materials provided to Service Users or to the public available in Welsh and in English.

38. CHILD PRACTICE REVIEWS OR MULTI AGENCY PROFESSIONAL FORUMS

The Collaborative 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 Partners relating to the subject matter of it and supersede all prior agreements, arrangements and understandings between 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. RECORDS MANAGEMENT

A records management protocol between the Partners shall be developed.

42. 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 constituted in accordance with the Law of England and Wales.

SCHEDULE 1

PART 1 – THE SERVICE

Service Vision

The Vale, Valleys & Cardiff Adoption Collaborative wishes to build on the success of four local authorities to improve performance in meeting the needs of those children who require permanence through adoption by bringing together the best practice from each authority into an integrated adoption service.

All partners and stakeholders are agreed that collaboration should be underpinned by two guiding principles; that looked after children and prospective adopters alike are advantaged by doing so and that a regional Collaborative is demonstrably more efficient and flexible in delivering the service. All partners and stakeholders are agreed, good as current performance might be, that it can and must be improved upon, most especially in reducing the time that children and young people have to wait for adoptive placements and improving the "experience" for prospective adopters from initial inquiry, through the assessment process, panel approval and placement matching and the delivery of post adoption support services.

PART 2 – THE KEY AIMS, PRINCIPLES AND OBJECTIVES

Through collaboration and joint working the key aims principles and objectives are:

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

PART 3 – COLLABORATIVE OVERVIEW

Working in collaboration the Host shall ensure the Collaborative will:

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

General Duties

The Host shall ensure that the Collaborative:

- Provides information in a timely manner and follow up to all enquiries from prospective adopters.
- Provides counselling, preparation and pre-approval training for all persons seeking approval as adopters and to ensure that assessments are completed in a timely way.
- Provides support to adoptive families post approval and placement.
- Undertakes assessments of parents/partners and non-agency adopters on behalf of the court.
- Assesses and supports persons who are seeking to adopt a child from abroad.
- Provides a family finding and linking service for all children referred for an adoptive placement.
- Provides a birth parent counselling service for parents and relatives of children where the plan is adoption.

- Provides an intermediary service to relatives of adopted persons seeking information and contact with the adopted person.
- Provides a range of financial, practical, therapeutic adoption support services to support the assessed needs of children requiring placement and adoptive families.
- Delivers the role and responsibilities of the Adoption Support Service Adviser (**ASSA**).
- Establishes and maintains regional Adoption Panels in line with regulatory requirements and manages the responsibilities associated with the running of Panels.
- Maintains a management information system to ensure timely, consistent performance reporting to the Director of Operations and the National Board.
- Undertakes a Review of Quality of Service on a bi-annual basis and in line with regulatory requirements.

This list is not seen as exhaustive.

SCHEDULE 2

JOINT COMMITTEE

1. The Vale, Valleys and Cardiff Adoption Collaborative

- 1.1 The Vale, Valleys and Cardiff Joint Committee shall be the joint committee for the Collaborative.
- 1.2 The Joint Committee shall consist of one elected member (and a suitable substitute in respect of that Member) from each of the Partners, each Partner having one role. The Chair of the Management Board, one Head of Service with responsibility for Children's Services from each Partner (and a substitute in respect of the Officer) together with the Regional Adoption Manager shall be required to attend Joint Committee meetings in a representative capacity, each of whom shall have non-voting rights.
- 1.3 The Joint Committee shall on behalf of the Partners have all the powers of the Partners with reference to the provision of the Collaborative and its performance during the currency of this Agreement.

2. Appointment and Representative Member

- 2.1 Each of the Partners shall as soon as possible after the execution of this Agreement appoint its Member to represent it to serve on the Joint Committee and a representative so appointed shall hold office until:
 - 2.1.1 The annual meeting of the Partner which the member represents following the ordinary election of Councillors;
 - 2.1.2 The Member dies;
 - 2.1.3 The Member resigns;
 - 2.1.4 The Member becomes disqualified;
 - 2.1.5 The Member ceases to be a member of the Partner he or she represents; or
 - 2.1.6 The Partner which the Member represents has decided that another Member should act on his or her place, whichever may first happen.

3. Attendance by Officers

The Member may be accompanied by one or more council officers from the Partners who may attend meetings of the Joint Committee in an advisory capacity.

4. Nomination of Deputy to Attend Meetings

Any of the Partners may nominate a deputy Member to act as a substitute for the Member appointed by them to attend and vote at any meeting of the Joint Committee in place of the Member so appointed who for any reason is/are unable to attend that meeting.

5. Chairman

The Chair and Vice-Chair of the Joint Committee will be nominated from the Members of the Partners at the biennial meeting with each Partner nominating the Chair in rotation.

6. Co-opted Persons

6.1 Such persons may be individuals or representatives of such organisations as the Joint Committee shall determine.

6.2 Any co-opted person will be required to sign a confidentiality undertaking before being able to sit on the Joint Committee

6.3 Such co-opted persons may not vote at meetings of the Joint Committee

7. Meetings and Procedure

7.1 The Joint Committee shall hold half yearly meetings in May and December of each municipal year (one of which is to be the annual meeting mentioned in paragraph 7.3 below) for transaction of general business.

7.2 Any Partner may request a meeting of the Joint Committee be convened on the giving of 10 clear working days' notice to all other Partners and such meeting must be held within 4 clear working days' following the expiration of the notice.

7.3 The first meeting of the Joint Committee after the annual general meetings of the Management Board shall be the Joint Committee's annual general meeting.

7.4 The Joint Committee shall adopt the Procedure Rules of the Host for the purpose of regulating the procedure at its meetings.

8. Convening of Meetings

The meetings of the Joint Committee shall be convened by the Host or the Chair and every meeting shall be convened by notice in writing by the Host and sent electronically to each member of the Joint Committee at least five clear working days' before the day of the meeting except where paragraph 7.2 above is applicable.

9. Quorum of Meetings

To constitute a meeting of the Joint Committee there must be present one Member or Nominated Member from each of the four Partners.

10. Minutes of Meetings

The minutes of the proceedings of every meeting of the Joint Committee shall be drawn up by the Host.

11. Urgent Action

In the event that urgent action is required on behalf of the Joint Committee, the Regional Adoption Manager shall first consult the Host Authority's Head of Children's Services and then consult the Chair and in his absence the Vice-Chair of the Joint Committee and the Regional Adoption Manager shall in consultation with the Chair (or in his absence the Vice-Chair) take such action as he considers appropriate. The Host shall report such actions to all the Partners without delay.

12. Rules and Procedure

For the avoidance of doubt the Joint Committee shall, where relevant and subject to the provisions of this Agreement, operate in accordance with the Hosts schemes of delegation, Rules of Procedure and policies in force from time to time.

13. Membership and Decisions

- 13.1 Each member will have delegated authority to make decisions on behalf of their respective Partner in respect of those matters the subject of this Agreement.
- 13.2 Partners must exercise their best endeavour to reach a consensus on decisions, acting reasonably and co-operatively in order to reach agreement which contributes to the success of the Collaborative.
- 13.3 Any decision of the Joint Committee will be passed by a majority vote. In the event of there being an equal number of votes cast the Chair shall have the second or deciding vote.

14. Terms of Reference

- 14.1 The Joint Committee shall agree the draft Collaborative annual budget by the 31st December prior to the following financial year and submit it to each of the Partners' for approval.
- 14.2 The Joint Committee shall agree the Annual Collaborative Plan for noting by 31st July in each year.
- 14.3 Promote partnership working and ensure the Collaborative operates within the spirit and terms of this Agreement.
- 14.4 Endorse the future programme direction and agree the strategic and operational plans and to monitor outcomes.
- 14.5 Consider any other issues and disputes arising as a consequence of being referred to the Joint Committee by the Management Board, and referral to an Arbitrator where appropriate.
- 14.6 Advocate for the Collaborative
- 14.7 Receive half-yearly performance and budget monitoring reports

- 14.8 Approve Statutory accounts and agree the following recommendations of the Partners' Section 151 Officers in accordance with the principles of the Financial Protocol (Schedule 6) the treatment of any deficit or surplus balances held by the Joint Committee.
- 14.9 Nominate a representative of the Collaborative to serve on the Governance Board.

SCHEDULE 3
INFORMATION SHARING PROTOCOL

In this Schedule the following definitions shall apply:

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

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

Data Protection Legislation: the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, General Data Protection Regulation 2018, and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

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

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

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

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

Staff: means all persons employed by the Lead Partner to perform its obligations under this Agreement.

1. PROTECTION OF DATA

- 1.1 It is understood by each Authority that there is a great deal of data, much of it sensitive, processed by the adoption teams in each Authority area. As a result of the collaborative working, it is likely that, at time, Personal Data may be transferred between Authorities for the benefit of the Project.
- 1.2 This Schedule aims to clarify each Authority's duty when receiving Personal Data from another Authority.
- 1.3 With respect to the Authorities' rights and obligations under this Agreement, then Authorities agree that any Partner Authority determining the purpose and manner in which personal data is processed will be a data controller, and further, if any Partner Authority processes personal data on behalf on another, the data processing obligation set out at 1.4 below shall apply.

- 1.4 Each Authority that acts as Processor shall:
- (a) Process the Personal Data only in accordance with the instructions from the Data Controller;
 - (b) Process the Personal Data only to the extent, and in such manner, **as is** necessary for the provision of the Project and **as is** required by law or any regulatory body;
 - (c) Implement appropriate technical and organisational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alternation or disclosure;
 - (d) Obtain prior written consent from the Authority in order to transfer the Personal Data to any affiliates for the provision of the Project;
 - (e) Ensure that all Employees required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Schedule;
 - (f) Ensure that none of the Employees publish, disclose or divulge any Personal Data to any third partner unless directed in writing to do so by the Data Controller;
 - (g) Notify the Data Controller (within five working days), if it receives:
 - (i) A request from a Data Subject to have access to that person's Personal Data; or
 - (ii) A complaint or request relation to the Authority's obligations under the Data Protection Legislation;
 - (iii) Provide the Authority with full co-operation and assistance in relation to any complaint or request made, including by;
 - (iv) Providing the Authority with full details of the complaint or request
 - (v) Providing the Authority with an Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and
 - (vi) Providing the Authority with any information requested by the Authority.
- 1.5 Each Authority shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause any other Authority to breach any of its applicable obligations under the Data Protection Legislation.
- 1.6 Each Authority agrees that if a data subject access request is received then the Authority which is deemed to be the Data Controller shall be responsible for all expenses relating to such request.

2. For the purposes of implementation of the Collaborative, the parties agree that staff transferred to the Host Authority shall continue to have such access to the information and systems of the Constituent Authorities as is necessary for the functioning of the Collaborative. For the avoidance of doubt, this access will include the ability to copy and transfer such information to the Collaborative. All access and transfer must be done using secure methods, for example encrypted data stick.

SCHEDULE 4

PART 1 – GOVERNANCE: THE MANAGEMENT BOARD

1. MEMBERSHIP

- 1.1 The Management Board will comprise:
- (a) A Head of Service
 - (b) A Director with responsibility for Children’s services from one of the Partners (Chairperson)
- 1.2 Each Management Board member shall have delegated authority to make decisions relating only to the Terms of Reference detailed in Paragraph 3 below, on behalf of the Partners. Save for those matters which shall be referred to the Joint Committee or back to other Partners or to the Partners for resolution in accordance with the terms of this Agreement.

2. MEETINGS AND DECISIONS

- 2.1 The Management Board shall meet quarterly and shall be held within the Vale, Valleys and Cardiff region as determined by the Management Board.
- 2.2 To constitute a quorate meeting of the Management Board all members or their duly appointed [substitutes] or deputies must be present. Meetings shall be chaired by one of the Directors of Social Services of the Authorities on a biennial rotational basis.
- 2.3 Any meeting of the Management Board may be summoned on the giving of not less than 5 working days’ notice to all other Partners and such meeting must be held within 3 working days following expiration of the notice.
- 2.4 Each member of the Management Board will use their best endeavours to reach a consensus on decisions, acting reasonably and co-operatively in order to reach Agreement which contributes to the success of the Collaborative.
- 2.5 Any decision of the Management Board will be passed by a majority vote. In the event of there being an equal number of votes cast, the Chair shall have the second or deciding vote.
- 2.6 The agenda for each meeting will be prepared and circulated by the Regional Adoption Manager 5 working days prior to the meeting (save for requests in accordance with 2.3 above). Any Partner may request an item to be added to the agenda.
- 2.7 Members of the Management Board may invite one or more officers from the Partners to attend meetings of the Management Board in an advisory capacity.
- 2.8 The minutes of the proceedings of every meeting shall be drawn up by the Host Authority. Copies shall be circulated to all those in attendance within 2 weeks after the date of such meeting.

3. TERMS OF REFERENCE

3.1 The activities of the Management Board shall include but not be limited to:

- (a) overseeing the Collaborative;
- (b) monitoring the arrangements relating to the Host Services with the Host;
- (c) recommending the strategic direction of the Collaborative;
- (d) overseeing the appointment of the Regional Adoption Manager;
- (e) monitoring and reviewing Collaborative standards;
- (f) monitoring performance to financial performance including budget spend;
- (g) resolving any conflicts between competing interests of Partners and referring any dispute to the Joint Committee if the matter cannot be resolved;
- (h) reviewing the governance arrangement set out by this Agreement;
- (i) resolving any disputes referred to it via the escalation procedure;
- (j) ensuring the Collaborative safeguards children and adoptive parents and furthering the prospects of the communities of Vale, Valleys & Cardiff region.
- (k) Agreeing on and recommending to the Joint Committee any proposed changes to the day-to-day operations of the Collaborative within any financial implications being agreed by the Host's Section 151 Officer;
- (l) Preparing an annual budget for the Collaborative by 31st December in each year;
- (m) Making arrangements for collaborative working with registered adoption societies and enabling representation in a non-voting capacity of such societies as shall request such representation.
- (n) Making such arrangements as the Management Board considers practical to ensure that views and experience of Service Users are taken into account in the carrying out of the Collaborative's functions.
- (o) Making such arrangements as are necessary for working with the Education departments of the Partners and to provide for their representation in a non-voting capacity on the Management Board.

- (p) Making arrangements for working with those Local Health Boards and National Health Service Trusts within the geographical area of the Collaborative and to provide for their representation in a non-voting capacity on the Management Board.
- (q) Setting up and managing a complaints procedure for the resolution of complaints arising from exercise by the Collaborative of its functions.
- (r) Making such arrangements as may be necessary to ensure that consideration is given to the need for Welsh language services in planning and delivery of the adoption service through the Collaborative function.
- (s) Complying with the reporting requirements set out in the Adoption & Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2005, paragraph 15, and providing for the provision to the Director of Operations the reports required under paragraphs 15(2)(c)(i), (ii), (iii), (iv) and (v) in accordance with the reporting deadlines set out at Schedule 7 of those directions.
- (t) Ensuring compliance with all requirements of the Adoption and Children Act 2002 (Joint Adoption and Arrangements) (Wales) Directions 2015.
- (u) considering any issues escalated to the Management Board by the Operational Group and remitting to the Operational Group any issues the Management Board consider desirable to be so remitted.

PART 2 – REGIONAL ADOPTION MANAGER

1. TERMS OF REFERENCE

- 1.1 The activities of the Regional Adoption Manager shall be conducted within the Approved Budget and Annual Collaborative Plan and shall include but not be limited to:
- (a) attending and advising the Management Board;
 - (b) providing overall management of the Collaborative;
 - (c) attending scrutiny meetings across Partner areas;
 - (d) managing staff and resources;
 - (e) driving & continuing to improve the performance of the Collaborative teams;
 - (f) developing and maintaining partner relationships
 - (g) providing information to the National Adoption Service as required; and
 - (h) arranging, as a minimum, quarterly meetings of an Operational Group to seek to achieve consistency of process and systems and to agree changes to the same and, if appropriate, escalating to the Management Board any issues arising.
- 1.2 This list is not exhaustive. A fuller list of duties and obligations are attached at Schedule 6.

SCHEDULE 5

VALE, VALLEYS & CARDIFF OPERATIONAL GROUP

TERMS OF REFERENCE SEPTEMBER 2021

Membership

The Operational Group shall comprise of:

- ❖ up to two nominated officers from each of the partner authorities with responsibility for decision making in respect of adoption planning and the provision of financial support to adoptive families (in the absence of such nominated representatives any partner agency may nominate a substitute to attend); and
- ❖ the Regional Adoption Manager and regional functional lead officers.

Meetings

The Operational Group shall meet no less than quarterly. Additional meetings may be convened as required by VVC Management Board.

The meeting shall be chaired by a senior officer from each of the partner agencies and shall rotate on a triannual basis. A vice chair shall be nominated and act in the absence of the chair.

To constitute a quorate meeting a minimum of 3 members shall be in attendance. Written agreement in respect of any decisions reached will be required from the absent member following the meeting.

The Regional Adoption Manager will in conjunction with partner colleagues be responsible for the administration of meetings.

Purpose

The Operational Group shall oversee processes, systems and practice issues across the Collaborative to improve consistency and service delivery. VVC Management Board may refer matters for consideration by the Operational Group and consider reports/ issues of concern highlighted by the Operational Group.

Objectives

- ❖ To standardise processes, systems and practice matters across the region to improve consistency and service response.
- ❖ To promote partnership working and improve communication between partners regarding matters of generic interest.
- ❖ To assist in monitoring the performance of the Collaborative and regional partners escalating issues of concern and underperformance.
- ❖ To report on areas of achievement and progress.
- ❖ To receive reports on specific service areas and provide advice to Management Board as necessary.
- ❖ To agree areas and priorities for the development of the service and recommend the necessary actions for improvement to the Management Board.
- ❖ To develop and keep under review a workplan in line with national and regional plans.
- ❖ To provide a regional response to practice and service initiatives emanating from the National Adoption Service (NAS).
- ❖ To agree regional spending proposals for grant monies allocated to the region.

SCHEDULE 6

FINANCIAL PROTOCOL WITH REGARDS TO THE RELATIONSHIP BETWEEN THE PARTNERS AND COLLABORATION

1. General Principles

The Host will provide the financial administrative accounting system and appropriate associated support for the Collaborative (the Host Service). Subject to the statutory role of each Partner's Section 151 Officer in relation to their Council, the Host shall so provide for the purposes of the Collaborative, the services of its Chief Financial Officer and Section 151 Officer to the Collaborative.

Each Partner will contribute their Financial Contribution commencing on the commencement date or on a pro-rata basis in the event of any delay. The Collaborative shall not inherit any debt or liability incurred by any of the Partners prior to the commencement date.

2. Contributions and Charging Mechanism

2.1 The Partners are committed to the establishment of a fair and equitable basis for resourcing of the Collaborative while ensuring that the full cost of the service provided by the Collaborative are recovered. Each Partner will be required to contribute its share of the agreed annual budget of the Collaborative.

2.2 There will be a formal review of this apportionment on an annual basis. In subsequent years, it will be for the Partners statutory finance officers to agree upon a recommendation for change.

2.3 Invoices relating to the following items of income and expenditure, through administered by the Collaborative will be forwarded to the Partner from which they emanate for payment by that Partner.

- Adoption Allowances – Those costs relating to specific new and ongoing allowances paid to adoptive parents as authorized by respective Partner's designated officer;
- Adoption Support – Those costs relating to specific adoption support arrangements agreed in respect of individual children as authorized by respective Partner's designated officer.
- Agency Fees Payable – Those fees relating to the direct costs associated with the placement of an adoptive child via an Adoption Agency outside of the Collaborative Agreement. Partners would be responsible for such costs associated with the children placed from within their respective county boundary areas;

- Agency Fees Receivable – Those fees receivable relating to the income generated from a placement made with an Adoptive Parent from within the Collaborative from which a fee has been charged to another Local Authority outside of the Collaborative Agreement. Partners should receive income of such fees associated with Adoptive Parent from within their respective county boundary area.

All the above items to be charged quarterly in arrears.

3. Payment Arrangement

Following agreement of the annual budget by the Joint Committee each Partner shall be notified of the annual Financial Contribution it is required to pay toward the cost of the Collaborative. Each Partner is required to pay the contribution in two equal instalments on the first day of June, and the first day of December, or the next working day should these dates fall at Easter, on a weekend, or on a bank holiday. Payment is made by BACS to the Host's bank account. Value Added Tax will be charged on the Services in accordance with the requirements of HMRC from time to time.

4. Interest will be paid to or charged to the Collaborative account based on the average monthly cash balances held by the Host Authority on behalf of the Collaborative.

5. Budgetary Control and Monitoring

The Management Board shall prepare a draft annual budget for consideration by the Joint Committee and approval by each of the Partners as part of their budget setting process. The budget will be used to calculate the required contribution from each Partner as identified in paragraph 2 above. The Collaborative is not authorized to operate or budget for an accumulative or deficit position. In the event that annual accounts are closed in deficit position, the deficit will be made good by the Partners contributing to the same in the same proportions as the Partners contributions to the Annual Budget and any surpluses shall be carried over or returned to the Partners in the same proportions as the Partners contributions as determined by the Management Board and subsequently by the Joint Committee. The Host Authority'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 Collaborative to the Management Board and Joint Committee on a half yearly basis which will include explanations for any variances against the profiled budget. The Joint Committee will review the expenditure and monthly forecast to ensure that the allocated budget is being correctly adhered to. The Joint Committee shall be presented with a proposed budget for the Collaborative for the following financial year by 31st December prior to the start of each financial year for agreement by 7th March in each year subject to final approval in accordance with the financial procedures and constitutional arrangements of each Partner.

6. Capital Expenditure & Long-Term Contracts

The Joint Committee shall be enabled to expend capital which has been previously authorized in line with the approved budget and respective Partners financial procedures and constitutional arrangements in relation to the approval of capital expenditure and contribution to capital expenditure shall be in accordance with Schedule 6, paragraph 2. Other capital expenditure shall either require unanimous agreement depending on the purpose of the expenditure and use of the asset(s) the subject of such expenditure.

Long term contracts must not exceed a period of 3 years during the Initial Term and the Host Authority shall not thereafter enter into contracts exceeding a period of 2 years unless authorized by the Joint Committee.

7. Annual Accounts & Audit following each Year End

The Host shall prepare the annual accounts for the Collaborative in a manner compliant with the relevant legislation regulations and guidance within any statutory timescales applicable and shall ensure that all relevant information is available for external inspection and scrutiny. The Joint Committee must approve the annual accounts within the statutory deadlines which shall be presented along with the annual audit letter prepared by the designated external auditor. The Wales Audit Office is the external auditor for the Collaborative. The narrative and its finances will be incorporated to be risk assessed as part of the internal audit process of the Host. The Final Report shall be made available to the Joint Committee and to the Partners internal auditors. The cost of specific auditors shall be borne by the Collaborative. The Joint Committee shall decide on any money surplus or deficit balance held by the Collaborative following completion of the audit of the annual account in accordance with the principles set out in this Schedule.

8. Financial Regulations and Contract Procedural Rules

The Financial Regulations and Contract Procedure Rules of the Host Authority shall be adopted by the Collaborative.

SCHEDULE 7

Vale, Valleys and Cardiff Adoption Collaborative – Partnership Agreement – Functions delegated to Collaborative

| Legal Reference | Duty imposed | Where function sits under the Regional Collaborative | LA responsibility | Delegate to Collaborative/Joint responsibility |
|---|--|--|--|--|
| Adoption & Children Act 2002 section 3a (as inserted by section 170 Social Services and Well-being (Wales) Act 2014 | <p>WG may direct 2 or more Las in Wales to enter into specified arrangements with each other in relation to the provision of specified services maintained under section 391) Adoption and Children Act 2002 (section 3a(3)) defines specified arrangements to meet needs of:</p> <ul style="list-style-type: none"> a) children who may be adopted, their parents and guardians b) persons wishing to adopt c) adopted persons, their parents, natural parents and former guardians. | Regional | | Yes |
| The Adoption Agencies (Wales) Regulations 2005 (as amended) Part 2 Adoption Agency-Arrangements for Adoption Work R 3-9 | Central list, constituting the adoption panel, meetings of adoption panes, adoption agency arrangements for adoption work, requirements to appoint agency and medical adviser, advice to adoption panels for adoptions with a foreign element | Regional | Agency decision re matching of child. Agency decision re approval of adopters from LA where reside | Yes |
| Part 3 Duties of Adoption Agency Where Agency is Considering Adoption for a Child R12 | Requirement to open child's case record | Collaborative will maintain records in respect of children referred for adoption | Child's record maintained by LA | Joint |

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| R13 | Requirement to provide counselling & information & to ascertain child's wishes & feelings | | Yes | No |
| R14 | Requirement to provide counselling & information & ascertain wishes & feelings of parent or guardian & others | Collaborative will provide counselling | Yes | Joint |
| R15 – Schedule 1 Part 1 & 2 | Requirement to obtain information (including health information) about child | Collaborative will co-ordinate medical on child | Yes – Duty to obtain information on child as required under Part 1 Schedule 1 | Joint |
| R16 – Schedule 1 Part 3, 4, 5 | Requirement to obtain information (including health information) about the child's family | Collaborative will co-ordinate medical information for Medical Adviser | Yes – Duty to obtain information about family as required under Parts 3 & 4 of Schedule 1. Obtaining consents for medical information to be disclosed | Joint |
| R17 as amended | Requirements to provide written report where adoption is preferred option for the child | | Yes | No |
| R18 | Function of the adoption panel in relation to a child referred by the adoption agency | Collaborative will co-ordinate functions in relation to relinquished child | Yes – ADM decision re OTBA | Yes in relation to relinquished children but ADM decision remains with the LA |

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| R19 as amended | Adoption agency decision and notification | Collaborative will co-ordinate process, provide Agency advice & notifications of decisions | Yes – ADM decision re OTBA | Joint |
| R20 – Schedule 2 | Request to appoint a Welsh family proceedings officer or an officer of CAFCASS | Regional | | Yes |
| Part 4 Duties of Adoption Agency in Respect of a Prospective Adopter R21 | Requirement to provide counselling and information | Regional | | Yes |
| R22 | Requirement to consider application for an assessment of suitability to adopt a child | Regional | | Yes |
| R23 – Schedule 3 Part 1 & 2 | Requirement to carry out police checks | Regional | | Yes |
| R24 | Requirement to notify if no longer suitable to adopt a child by virtue of outcome of police checks | Regional | | Yes |
| R25 | Requirement to provide preparation for adoption | Regional | | Yes |
| R26 – Schedule 4 Part 1 & 2 | Procedure in respect of carrying out an assessment | Regional | | Yes |
| R27 | Function of Panel in respect of approval of suitability to adopt | Regional | | Yes |
| R28 | Adoption Agency decision and notifications in respect of prospective adopters | Regional | | Yes |

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| R29 | Information to be sent to IRM panel | Regional | | Yes |
| R30 | Reviews and termination of approval | Regional | | Yes |
| R31 | Duties in a section 83 case (adoption with foreign element) approval | Regional | | Yes |
| Part 5 Duties of Adoption Agency in respect of Proposed Placement of Child with Prospective Adopter | Duties in respect of the proposed placement – | | | Joint responsibilities which may involve another agency if placement is external. |
| | 1a) provide adopter with report about child including information set out in Schedule 6; | Regional | Yes | Joint |
| | b) meet with the prospective adopter about the proposed placement; | | | Joint |
| | d) provide a counselling service for and any further information to the prospective adopter as may be required; | | | Joint |
| | 2. counsel child about proposed placement as appropriate and as far as reasonably practicable. | Regional | Yes | No |
| | 3a) carry out an assessment of the needs of the child and the prospective adoptive family for adoption support services; | Regional | Yes – responsible for the provision of the Support Plan | Joint |
| b) consider the arrangements for allowing any person contact with the child; | | | No | |
| c) consider whether the parental responsibility of any parent, guardian or of the prospective adopters is to be restricted to any extent; | | | No | |
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| | <p>d) prepare a written report which must include the reasons for proposing the placement and all matters listed above.</p> <p>4. notification to be sent to the prospective adopter of the referral of the proposed placement to the adoption panel and invite observations.</p> <p>5. report to be sent to the panel.</p> <p>6. consultation re proposed placement with another agency which has made a SBA decision and approving agency for the adopters to be undertaken.</p> <p>7. set up a case record, where not already done so containing all information re proposed placement.</p> | <p>Regional</p> <p>Regional</p> <p>Regional</p> <p>Regional</p> | <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> | <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> |
| R33 | Functions of the Adoption Panel in relation to proposed placement; making of recommendations re placement and provision of advice to agency | Regional | | Yes |
| R34 | <p>Adoption Agency's decision in relation to the proposed panel;</p> <p>1. decision re proposed placements</p> <p>2. written notification to parents re placement</p> <p>3. explain the decision to the child</p> | Regional | Yes – ADM decision retained by LA responsible for child | <p>No</p> <p>Yes</p> <p>No</p> |
| R35 | Function of the adoption agency in section 83 case (intercountry adoption) | Regional | | Yes |

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| Part 6 Placements and Reviews R36 | Requirements imposed on the adoption agency prior to placement; | | | |
| | Provision of placement plan; | Regional co-ordination of information to be sent | Yes | Joint |
| | Placement notifications to health and local authority | Regional | | Yes |
| | Arranging for prospective adopters to meet child; | Regional co-ordination of introductions with LA | Yes | Joint |
| | Arrange date of placement for adoption | Regional / LA | Yes | Joint |
| R37 | Reviews: Carry out reviews of placement at statutory intervals. | | Yes | No |
| | Visit the child at statutory intervals, provide written reports of visits; | | Yes | No |
| | Undertake reviews of children subject to Placement Orders but not placed; | | Yes | No |
| | Carry out review of children following a breakdown of placement. | | Yes | No |
| R38 | Appointment of Independent Reviewing Officer | | Yes | No |
| R39 | Duties imposed in respect of withdrawal of consent to placement for adoption | | Yes | No |
| Part 7 Records R40 | Storage of case records | Regional / Local | Yes | Joint – Regional file to be archived in LA |
| R41 | Preservation of records | Regional / LA | Yes | Joint |
| R42 | Confidentiality of case records | Regional / LA | Yes | Joint |

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| R43-44 | Access to case records and disclosure of information / Transfer of records | Regional | | Yes |
| Part 8 Miscellaneous R47 | Duties in respect of refusal of contact | | Yes | No |
| The Local Authority Adoption Service (Wales) Regulations 2005 R3-5 – Schedule 1 & 2 | Provision of Statement of Purpose & Children’s Guides; Review of Statement of Purpose & Children’s Guide. | Regional | | Yes |
| R6 | Requirement to open a child’s case record | Regional / LA | Yes | Joint |
| R7 | Duties in relation to natural parents; Provision of counselling and written information; Ascertaining wishes & feelings of natural parents in relation to placement for adoption, child’s religious and cultural upbringing and contact; Ascertaining wishes in respect of acquisition of PR, application for residence or contact order. | Collaborative provide counselling Regional / LA | Yes – LA responsible for obtaining this information as part of the plan for the child Yes | Yes Joint No |
| R8 | Duties in relation to prospective and approved adopters; a) written recruitment strategy b) plans for preparation and approval processes for adopters | Regional Regional | | Joint Joint |

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| | c) provide prospective adopters with written information | Regional | Yes | Yes |
| | d) provide assistance where disruption of a placement has occurred or is in danger, including mediation and disruption meetings. | Regional / LA – Regional co-ordination of disruption meetings | Yes – LA for child may be required to assist with respite or other services for child | Joint |
| R9 | Adoption Panels | Regional | | Yes |
| Part 2 Managers R10-13 – Schedule 3 | Appointment of manager, fitness, general requirements and notification of offences | Regional | | Yes |
| Part 3 Conduct of Local Authority Adoption Service R14 | Arrangements for the protection of children; | Regional / LA Regional Collaborative will have a Child Protection policy consistent with LA policy. | Yes – LA responsible for protection of child | Joint |
| | Prepare and implement a written policy; | | | |
| | Keep separate records of staff, other employees, contractors | Regional / host authority | | |
| | Keep separate records of complaints and allegations | Regional | | Yes |
| R15 | Staffing: Must ensure sufficient number of suitably qualified, competent and experienced staff | Regional | | Yes |
| | Clear written staff recruitment policy | Regional / host authority | | Yes |

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| R16-20 – Schedule 4 | <p>Fitness of workers; Must ensure fitness of staff, undertake appropriate supervision of persons not employed by authority</p> <p>Employment of staff; 1. Ensure all appointments are subject to completion of a period of probation, ensure all staff have a job description 2. Ensure all staff receive appropriate training, supervision, appraisal and provided with an opportunity to obtain further qualifications</p> <p>Staff disciplinary procedure; must operate a disciplinary procedure which provides for suspension of employee in certain circumstances and procedure to be initiated for failing to report abuse.</p> <p>Arrangements for absence of manager; Establish a system to identify a responsible person to manage in absences of 20 days or more.</p> <p>Records with respect of staff; Must maintain and keep up to date records specified in Schedule 4.</p> | <p>Regional / host authority</p> <p>Regional / host authority</p> <p>Regional / host authority</p> <p>Regional / host authority</p> <p>Regional / host authority</p> | | <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> |
| R21 | <p>Fitness of premises; Must use suitable premises consistent with the aims and objectives of SOP, must ensure accurate security arrangements for the storage of records and these are kept secure.</p> | <p>Regional</p> | | <p>Yes</p> |

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| R22-23 | <p>Review of Quality of Care; Must make suitable arrangements to establish and maintain a system for monitoring, reviewing and improving quality of adoption services.</p> <p>Assessment of Service; CSSIW can request LA to undertake an assessment of service at any time and LA must provide CSSIW within 28 days.</p> | Regional | | Yes |
| R24 | Compliance Notifications; CSSIW can issue Compliance Notification & LA must advise CSSIW of completion of action require by the Notice. | Regional | | Yes |
| R25 | <p>Complaints; Must ensure written record of complaints are maintained and retained for at least 3 years; Supply a statement containing a summary of complaints during preceding 12 months to CSSIW upon request Supply a summary of allegations of abuse received in last 12 months to CSSIW upon request</p> | Regional | | Yes |
| R26 – Schedule 6 | <p>Notifiable events; Requirement to notify CSSIW of death of a child placed for adoption;</p> <p>Referral pursuant to section 2(1)(a) of the Protection of Children Act 1999 of an individual working for the adoption service.</p> | Regional | Yes | No Yes |

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| <p>The Adoption Support Services (Local Authorities) (Wales) Regulations 2005 R3</p> | <p>Prescribed adoption support services: Financial support payable under regulation 11;</p> <p>Services to enable groups of adoptive children, adoptive parents and natural parents to meet;</p> <p>Assistance to adoptive children, natural parents and related persons in relation to contact;</p> <p>Services that may be provided to an adoptive family in relation to therapeutic needs of an adoptive child</p> <p>Assistance to ensure continuance of relationships between child and their adoptive parents, including training for adoptive parents to meet any special needs of child, respite care for child</p> <p>Assistance where disruption of a placement has occurred or is in danger of occurring including mediation, organizing and holding disruption meetings</p> | <p>Regional / LA Regional co-ordination of payments</p> <p>Regional</p> <p>Regional / LA Collaborative will co-ordinate post adoption indirect and direct contact arrangements</p> <p>Regional post-adoption</p> <p>Regional / LA Collaborative would provide training for adopters approved by the regional service and negotiate responsibility for this with approving agency if external placement</p> <p>Regional / LA Collaborative will co-ordinate disruption meetings</p> | <p>Yes – decision on financial support for child remains with LA</p> <p>Yes – LA required to provide Support Plan and will facilitate contact pre-adoption</p> <p>Yes – pre-adoption</p> <p>Yes – provision of respite care</p> <p>Yes – may be required to provide assistance to child</p> | <p>Joint</p> <p>Yes</p> <p>Joint</p> <p>Joint</p> <p>Joint</p> <p>Joint</p> |
| <p>R4</p> | <p>Persons for whom arrangements must be in place;</p> <p>Counselling advice and information to:</p> | <p>Regional / LA</p> | | <p>Joint</p> |

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| | <p>Children who may be adopted, their adoptive parents and guardians;</p> <p>Persons wishing to adopt; adopted persons, their adoptive parents, natural parents, and former guardians;</p> <p>Children who are natural siblings of an adoptive child</p> <p>Financial support under regulation 11 for an adoptive parent of an adoptive child</p> <p>Group discussions for adoptive parent of an agency adoptive child, an agency adoptive child, natural parent whose child has been placed or adopted</p> <p>Assistance with contact for persons mentioned above and a related person.</p> <p>Therapeutic services must be in place for an agency adoptive child, an adoptive child in respect of whom restrictions in section 83 of the 2002 Act apply and an adoptive child in the case of a Convention adoption order.</p> | <p>Regional</p> <p>Regional</p> <p>Regional</p> <p>Regional / LA Collaborative will assess post adoption requests</p> <p>Regional</p> <p>Regional / LA (As under R3)</p> <p>Regional post adoption</p> | <p>Yes – for the child</p> <p>Yes – if provided pre-adoption</p> <p>Yes – pre-adoption</p> <p>Yes – pre-adoption</p> | <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Joint</p> <p>Yes</p> <p>Joint</p> <p>Joint</p> |
| R5 | <p>Provisions of services;</p> <p>Persons who may provide adoption support services-another LA;</p> <p>A registered adoption support agency;</p> <p>A LHB</p> <p>An NHS trust</p> | <p>Regional / LA Collaborative to liaise post adoption</p> | <p>Yes – pre-adoption</p> | <p>Joint</p> |

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| | <p>A Primary Care Trust</p> <p>A local education authority</p> | | | |
| R6 | <p>Appointment of Adoption Support Services Adviser (ASSA): Must appoint at least one person to carry out the functions specified under the regulation.</p> | Regional | | Yes |
| R7 | <p>Requirement for assessment – Persons prescribed for assessment for adoption support services – Child of an adoptive parent; Sibling of an adoptive child; Related person in relation to arrangements made before the request for assessment.</p> <p>Placing authority's duty to consult another local authority when considering the placement of a child for adoption in that area.</p> | <p>Regional / LA Collaborative post adoption</p> <p>Regional</p> | Yes- pre-adoption | <p>Joint</p> <p>Yes</p> |
| R8 | <p>Procedure for assessment; Where an assessment of needs for adoption support services is requested, the assessment must have regard to prescribed considerations under this regulation;</p> <p>Must consult with other statutory bodies where this is required as part of the assessment;</p> <p>Must interview the persons concerned and provide written report</p> | Regional / LA Collaborative – post adoption | Yes – pre-adoption as part of the Support Plan | Joint |

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| R9-10 | <p>Notification of assessment – Supply statement of needs details of services to be provided if any, Details of any financial support, Details of how to make representations.</p> <p>Plan; Where support services are to be provided on more than a single occasion a plan must be prepared; Must be prepared in consultation with other statutory bodies as required; Must nominate an individual to monitor the provision of services; Must supply a copy of the plan to those prescribed under the regulation.</p> | <p>Regional / LA Collaborative post adoption</p> | Yes – pre-adoption | Joint |
| R11-14 | <p>Circumstances in which financial support can be paid;</p> <p>Amount of financial support;</p> <p>Decision to provide support; Arrangements for review, variation and termination of financial support</p> <p>Notices; Requirement to supply information relating to regulations 9, 10 and 13 in writing.</p> | <p>Regional / LA</p> <p>Collaborative will assess post adoption and arrange for payments and review of allowances pre-adoption</p> <p>Regional</p> | <p>Yes – pre-adoption</p> <p>Budget to remain with LA for first year.</p> | <p>Joint</p> <p>Yes</p> |
| R15 | <p>Responsibilities of local authorities for out of area placements;</p> <p>Provision of assessment of support needs at the end of the period of three years from the date of the adoption (save where section 4 of the Adoption and Children Act 2002 ceases to apply)(ref 15(2))</p> | <p>Regional</p> <p>(placing authority external to the region retains responsibility for 3 years from date of adoption)</p> | | Yes |

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| R16 | <p>Review of the provision of adoption support services; must review where adoption support services has been provided in preceding 12 months;</p> <p>Must give notice where provision is to be varied or plan revised.</p> | <p>Regional</p> <p>Collaborative post adoption</p> | Yes – pre-adoption | Joint |
| R17 | <p>Review of financial support;</p> <p>Must review annually upon receipt of statement from the adoptive parents & circumstances prescribed under this regulation.</p> | Regional | | Yes |
| The Local Authority (Non-Agency) (Wales) Regulations 2005 R3 | Prescribes the appropriate local authority to receive notices of intention to adopt from persons living overseas | Regional | | Yes |
| R4 | Requires local authority to undertake police check as part of their investigation of suitability to adopt for court | Regional | | Yes |
| The Adoption Information and Intermediary Services (Pre-commencement Adoptions) (Wales) Regulations 2005 Part 2 Provision of Intermediary Services R3-4 | <p>Agencies that may provide intermediary services;</p> <p>An adoption agency may provide an intermediary service to persons adopted before December 2005, To adopted persons aged 18, an intermediary service is an adoption support service.</p> <p>Meaning of “intermediary service” and “intermediary agency”; a service provided to assist adopted persons to obtain information in relation to their adoption; and facilitating contact between such persons and their relatives.</p> | Regional | | Yes |

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| <p>Part 3 Applications for an Intermediary Service R5-10</p> | <p>Priority for adoptions before 1976; Must give priority to applications in relation to adoption prior to 12th November 1975.</p> <p>No obligation to proceed if not appropriate;</p> <p>Details of circumstances where not required to proceed with application if not appropriate;</p> <p>Consent of subject to disclosure etc; May not disclose identifying information about the subject to the applicant without consent of the subject.</p> <p>Veto by an adopted person; Circumstances where veto applies and requirement to keep record of veto.</p> <p>Provision of background information where consent refused etc.; May disclose non identifying and appropriate information</p> <p>Counselling; Duty to provide information about the availability of counselling. And where requested secure the provision of counselling.</p> | <p>Regional</p> | | <p>Yes</p> |
| <p>Part 4 Procedure for Applications R11-16</p> | <p>Procedure on receipt of application; must confirm identity;</p> <p>Contacting the appropriate adoption agency;</p> | <p>Regional</p> | | <p>Yes</p> |

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| | <p>Contact to be made with appropriate adoption agency.</p> <p>Obtaining information from Registrar General & Court;</p> <p>Information which may be requested and requirement to comply;</p> <p>Authorised disclosures; Persons which intermediary agency may disclose information to.</p> | | | |
| <p>Part 5 Miscellaneous R17-18</p> | <p>Offence; Details of offence which may be committed for disclosure of information in contravention of the regulation;</p> <p>Fees; Details of fees which may be charged and which can be incurred.</p> | Regional | | Yes |
| <p>The Access to Information (Post-Commencement Adoptions) (Wales) Regulations 2005. Part 2 Keeping of Information by Adoption Agencies R3-6</p> | <p>Details information to be kept about a person's adoption for those persons adopted after 30 December 2005 – section 56 information; requirements re storage, preservation and transfer of section 56 information.</p> | Regional/LA Collaborative will maintain register and details of adoption from date of implementation | Yes – responsible prior to implementation of Collaborative | Joint |
| <p>Part 3 Disclosure of Information – General R7-9</p> | <p>Specific requirements re disclosure of protected and non-protected information & persons to whom disclosure can be made; requirement to make written record of any disclosure.</p> | Regional | | Yes |

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| R10 | Requirement to have a prescribed agreement for disclosure of protected information for persons aged 18 & over, adopted persons, adoptive parents, each birth parent and requirement to maintain written record. | Regional / LA | Yes – in relation to birth parents | Joint |
| Part 4 Disclosure of Protected Information under Section 61 and 62 of the Act. R11-13 | Process for managing and recording disclosure of protected information about adults and children. | Regional | | Yes |
| Part 5 Counselling R14-16 | Duty to provide written information about the availability of counselling to persons seeking disclosure of information and duty to secure counselling where it is requested; disclosure of information to any person it has made arrangements with to provide counselling. | Regional | | Yes |
| Part 6 The Registrar General R17-18 | Requirement to contact Registrar General if birth information not available and duties of Registrar General. | Regional | | Yes |
| Part 7 Miscellaneous R20 | Allows for agency to charge fees for disclosure of information, counselling but must provide information on fees. | Regional | | Yes |
| Adoption (Intercountry Aspects) Act 1999 | Part of legal framework governing intercountry adoption. | Regional | | Yes |

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed and have hereunto set their hands and seals the day and year first before written:

THE COMMON SEAL OF)
THE VALE OF GLAMORGAN COUNCIL)
was hereunto affixed in the presence of:)

Monitoring Officer/Head of Legal & Democratic Services

THE COMMON SEAL of)
THE COUNTY COUNCIL OF THE CITY & COUNTY OF CARDIFF)
was hereunto affixed in the presence of:)

THE COMMON SEAL of)
RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL)
was hereunto affixed in the presence of:)

THE COMMON SEAL of)
MERTHYR TYDFIL COUNTY BOROUGH COUNCIL)
was hereunto affixed in the presence of:)

Dated

day of

2023

VALE OF GLAMORGAN COUNCIL

**THE COUNTY COUNCIL OF THE CITY &
COUNTY OF CARDIFF**

**RHONDDA CYNON TAF
COUNTY BOROUGH COUNCIL**

**MERTHYR TYDFIL
COUNTY BOROUGH COUNCIL**

COLLABORATIVE AGREEMENT

**The Vale, Valleys & Cardiff
Adoption Collaborative**

D. Marles
Monitoring Officer/Head of Legal
and Democratic Services
The Vale of Glamorgan Council
Civic Offices
Holton Road, Barry
Vale of Glamorgan CF63 4RU