

DATED _____ **2020**

(1) THE LONDON BOROUGH OF BEXLEY

AND

(2) THE KENT COUNTY COUNCIL

AND

(3) MEDWAY COUNCIL

PARTNERSHIP AGREEMENT

Relating to the Adoption Partnership South East

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THIS AGREEMENT is made the day of 2020

BETWEEN

- (1) The London Borough of Bexley of Civic Offices, 2 Watling Street, Bexleyheath DA6 7AT (**LBB or Bexley**); and
- (2) The Kent County Council of County Hall, Maidstone ME14 1XQ (**KCC or Kent**); and
- (3) Medway Council of Gun Wharf, Dock Road, Chatham, ME4 4TR (**MC or Medway**).

Together the **Partners** or in the singular **Partner**.

BACKGROUND

- (A) The Partners agree to the establishment of a regional adoption agency in accordance with the Department of Education's regional adoption agency programme pursuant to the following legislation (the **Adoption Partnership South East**):
 - i. Education and Adoption Act 2016
 - ii. Adoption and Children Act 2002
 - iii. Children and Adoption Act 2006
 - iv. Adoption Agencies Regulations 2005
 - v. Adoption Support Services Regulations 2005
 - vi. Children Act 1989
 - vii. Local Authority Social Services Act 1970
- (B) The Partners agree to enter into this partnership Agreement, which describes the manner in which the Partners will collaborate in respect of the provision of the Adoption Partnership South East.
- (C) In accordance with clause 35 (No Partnership) the Adoption Partnership South East is not a separate legal entity to the Partners.
- (D) This Agreement is made under the powers conferred below and all other enabling powers now (and in the future) vested in the Partners:
 - i. Section 1 of the Localism Act 2011 provides a general power of competence allowing local authorities to do anything that individuals generally may do.
 - ii. Section 111 of the Local Government Act 1972 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.
 - iii. Section 113 of the Local Government Act 1972 provides a power to place an employee at the disposal of other local authorities. The Partners and the Head of Adoption agree to enter into the section 113 agreement in the form set out in Schedule 6 (Head of Service).
 - iv. Section 1 of the Local Government (Contracts) Act 1997 provides a power to enter into contracts.
 - v. Section 3 of the Local Government Act 1999 provides a duty of best value in relation the discharge of functions in the Services.

vi. The Local Authorities (Goods and Services) Act 1970 enables local authorities to provide goods and services to each other.

(E) The Partners have each passed the necessary resolutions for the purposes of entering into this Agreement.

(F) This Agreement uses the defined term “**Services**” to describe the activities that fall within the Adoption Partnership South East partnership arrangement.

AGREED TERMS

1. DEFINITION AND INTERPRETATION

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

Accommodation: means the provision of office accommodation for Staff and accommodation for infrastructure necessary to deliver the Adoption Partnership South East;

ADM: means Agency Decision Maker;

Adoption Partnership South East: is a Regional Adoption Agency set up pursuant to Education and Adoption Act 2016 and consists of the Partners;

Agreement: means this Agreement and attached Schedules;

Aims, Principles and Objectives: means the objectives of Adoption Partnership South East as described in Schedule 1 (Business Case);

Annual Plan: has the meaning set out in clause 7;

Adopters A person or persons registered with each Partner capable of making an application for adoption in accordance with section 49 of the Adoption and Children Act 2002;

Assets: means any tangible assets or property acquired, leased, licensed, loaned, or purchased as required by the Head of Adoption or the Partners for the administration and performance of this Agreement. The Assets that are known to be required and who they are to be provided by is set out at Schedule 7 (Assets);

Assets Register: means a register of all the Assets owned and used by the respective Partners in the delivery of Adoption Partnership South East as referred to in Schedule 7 (Assets) to be updated annually and maintained by the Partners;

Authority Premises:	means any premises acquired, leased, licensed, loaned, or purchased by a Partner or the Partners for the performance of this Agreement;
Best Practice:	means using methods, practices, procedures and standards consistent with the legislation and associated guidance in order to provide the Service with the level of diligence, skill, care and prudence as could be reasonably expected from a competent local authority when performing the Service in its own administrative area;
CAFFCASS:	means Children and Family Court Advisory and Support Services;
Change in Law:	means any primary or secondary legislation that constitutes a change in Law that impacts on this Agreement, which comes into force after the Commencement Date;
Commencement Date:	means the 01 April 2020 or such other date as the Partners may agree;
Data Protection Legislation:	means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;
Dispute Resolution Procedure:	means the procedure set out in clause 31;
Earmarked Reserve:	means monies held in the Pooled Budget from any underspends from the Adoption Partnership South East budget;
Exempt Information:	means any information or class of information relating to this Agreement which may fall within an exemption to disclosure under the FOIA or EIR;
Existing Assets:	means such assets as are owned or operated by the Partners prior to the Commencement Date the use of which by Staff is to be directed by the Head of Adoption for the delivery of the Services;
Environmental Information Regulations ('EIRs'):	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant

	government department in relation to such regulations;
Equalities Legislation:	means all legislation which makes unlawful discrimination, harassment and/or victimisation on grounds of age, disability, sex, marital or civil partnership status, sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation, temporary or part-time status in employment or otherwise including, without limitation, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any preceding, successor or amending Legislation concerning the same;
Finance Reference Date	01 November 2020;
Financial Contributions:	each Partner's financial contribution and the total financial contributions of the Partners as set out in Schedule 5 (Financial Protocol) being the contribution for the administration for and performance of the Adoption Partnership South East;
Financial Year:	means in any year the period from 01 April to 31 March the following year;
FOIA:	means 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;
Force Majeure Event:	means any circumstances arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the Partner concerned including but not limited to: <ul style="list-style-type: none"> a) fire, flood, earthquake, windstorm or other natural disaster; b) epidemic or pandemic; c) riot, civil commotion, industrial dispute (not directly involving any Partner), war sabotage or terrorist attack;

- d) nuclear, chemical or biological contamination;
- e) compliance with any law or governmental order, rule, regulation or any action taken by the government; and
- f) extreme adverse weather conditions;

Head of Adoption:	means the person employed by the Lead Partner who will have the day to day responsibility for the delivery of the Service(s) on behalf of the Partners and whose details are set out at Schedule 6 (Head of Service);
Implementation Plan:	The plan for the phased implementation of the Adoption Partnership South East and the Services set out at Schedule 9 (Implementation Plan);
Information:	has the meaning given under section 84 of FOIA;
Information Sharing Protocol:	means the protocol describing how the Partners will share Information contained in Schedule 3;
Initial Period:	means the period commencing on the Commencement Date and ending at the end of the first full financial year of operation (31 March 2021);
Intellectual Property Rights:	means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Law:	means any applicable law, statute, byelaw, regulation, order, regulatory policy guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory;

Lead Partner:	means the relevant Partner responsible for leading the Adoption Partnership South East in relation to the Services in whole or in part and shall be The Kent County Council from the Commencement Date until the Partners jointly agree to appoint another Partner as the Lead Partner in relation to the Services in whole or in part, in accordance with clauses 5.5 and 19.3 (Variations and Changes);
LGO	Means the Local Government and Social Care Ombudsman or the Local Government Ombudsman;
Losses:	means all claims, damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) and charges whether arising under statute, contract or at common law, or in connection with judgments, proceedings, internal costs or demands;
Mobilisation Period:	The period from the Commencement Date until 01 November 2020;
Ofsted	means Office for Standards in Education or its statutory successor;
Partners:	means the local authorities who agree to enter into this Agreement to fulfil the aims of Adoption Partnership South East in delivering the Service with each local authority being a 'Partner to and for the purposes of this Agreement;
Personal Data:	shall have the same meaning as set out in the Data Protection Legislation;
Partnership Board:	means a board made up of representatives of the Partners to oversee the Adoption Partnership South East during the period of this Agreement as further described at Schedule 4 (Partnership Board);
Partnership Board Representatives:	is as defined in Schedule 4 (Partnership Board);
Pooled Budget	means the Financial Contributions of each Partner pooled into a designated account held by the Lead Partner and managed by the Head of Adoption and the Partnership Board in accordance with Schedule 5 (Financial Protocol);
Staff:	mean all officers, employees, agents, consultants and contractors of the Partners and/or of any sub-contractor engaged in the performance of their obligations under this

	Agreement to be managed by the Head of Adoption;
Regional Panel(s)	means the panels that will be held to support the functions of each Partner's adoption agency decision-maker in accordance with Schedule 10 (Adoption Panels);
Regulatory Body:	means those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this arrangement, or any other affairs of the Partners;
Request for Information:	means a request for information or an apparent request under the FOIA or the EIRs;
Service(s):	means the services that constitute the Adoption Partnership South East as set out in Schedule 1 (Business Case) of this Agreement;
Service(s) Commencement Date:	Means 01 November 2020;
Service Providers:	means third party organisations who are contributing to the provision of the Service;
Service User:	means Individuals who are eligible to receive the Service;
Support Services:	<p>means the support services (save for the day to day administration by staff undertaken in accordance with their duties) that each Partner provides to Staff and the Head of Adoption for the Adoption Partnership South East as it would to any other in-house section including but not limited to:</p> <p>financial; human resources; health & safety; legal; governance; ICT; estates; PR/marketing; information management; complaints handling; internal audit; external audit and procurement (as set out in Schedule 2);</p> <p>The costs of such support services shall be allocated between the Partners in accordance with Schedule 5 (Financial Protocol) and may require individual service level agreements between the Adoption Partnership South East and Partners;</p>

Term:	the period from the Commencement Date until the termination of this Agreement;
Third Sector Partners:	organisations and representatives of third sector bodies who attend the Partnership Board having entered into a Third Sector Partner memorandum of understanding in accordance with clause 44 of this Agreement;
UK Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
VAT:	means Value Added Tax applied at the current rate in any year;
Whistleblowing:	means the exposure of unlawfulness, malpractice, negligence, abuses or dangers, such as professional misconduct or incompetence, which exists in the organisation in which the whistle blower works;
Working Day:	means any day except Saturday, Sunday, in any year, a public holiday in England and any concessionary public days granted by the Partners to their employees.

- 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 the plural and vice versa.
- 1.5 A reference to one gender includes a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking into account any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes email and other electronic transmission of information.
- 1.8 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.
- 1.9 Reference to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of relevant Schedules.

1.10 In the event of any inconsistency between the provisions of the body of this Agreement and the Schedules, the body of this Agreement shall take precedence then followed by the Schedules in the following order:

- 1.10.1 Schedule 2 (Functions and Service Provision);
- 1.10.2 Schedule 5 (Financial Protocol);
- 1.10.3 Schedule 4 (Partnership Board Terms of Reference)
- 1.10.4 Schedule 8 (Partnership Board Governance Arrangements);
- 1.10.5 Schedule 7 (Assets);
- 1.10.6 Schedule 9 (Adoption Panels); and
- 1.10.7 the remaining Schedules.

2. COMMENCEMENT AND DURATION

This Agreement shall take effect on the Commencement Date and shall continue for the Term. This Agreement will be reviewed at the end of the initial period, i.e. the first full financial year of operation (circa 31 March 2021) and thereafter shall be reviewed annually in accordance with timescales set by the Partnership Board.

3. INITIAL PERIOD AND MOBILISATION PERIOD

3.1 During the Mobilisation Period, the Partners shall transfer their Financial Contributions to the Lead Partner by the Finance Reference Date to enable the Adoption Partnership South East budgets to be pooled from the Commencement Date and to allow for the phased implementation of the Adoption Partnership South East in accordance with the Implementation Plan at Schedule 9 (Implementation Plan).

4. ADOPTION PARTNERSHIP SOUTH EAST ARRANGEMENTS

4.1 Each Partner will contribute financially to the staffing and running costs of Adoption Partnership South East as described in Schedule 5 (Financial Protocol).

4.2 Each Partner shall ensure the delegations to the Head of Adoption set out in Schedule 2 (Functions) are properly documented in their relevant constitutional or similar documents.

5. FUNCTIONS AND SERVICE PROVISION

5.1 Without prejudice to clause 5.4 the Partners (excluding KCC) have appointed KCC to act as the Lead Partner and KCC has agreed to act as the Lead Partner. The Lead Partner shall provide the Services in accordance with Table 1 of Schedule 2 (Functions).

5.2 In accordance with clause 4.2, each Partner shall ensure that appropriate arrangements are in place to delegate the functions set out in Table 2 of Schedule 2 (Functions) to the Head of Adoption, who is to be appointed by the Partners pursuant to the form of section 113 Local Government Act 1972 agreements set out in Schedule 6 (Head of Adoption). The Lead Partner shall employ the Head of Adoption.

5.3 The Partners agree that each Partner retains the functions set out in Table 3 Schedule 2 (Functions).

5.4 Additional functions and services may not be brought within the scope of this Agreement during the Term other than by direction of the Partnership Board and subject to unanimous agreement by all of the Partners. Additional functions and services may only

be brought within the scope of this Agreement following the conclusion of the required governance processes of each Partner in each case in consultation with the Partnership Board and shall be evidenced in writing in accordance with clause 19.

- 5.5 If another Partner becomes the Lead Partner for the whole of the Service, the previous Lead Partner shall transfer the employment of the Head of Adoption to the new Lead Partner in accordance with the Transfer of Undertakings (TUPE) Regulations 2006, the Best Value Authorities Staff Transfers (Pensions) Direction 2007 and shall provide such information and reasonable assistance as the new Lead Partner may reasonably require to undertake the role of Lead Partner.

6. SERVICES

- 6.1 The Head of Adoption shall manage the Staff and any resources derived from the Financial Contributions of the Partners to carry out the functions as set out in Schedule 2 (Functions) on behalf of the Partners. Subject to the Partners complying with their respective obligations under this Agreement the Head of Adoption shall manage the delivery of the Services and will be accountable to the Partnership Board and the Partners for the following:

- 6.1.1 to ensure the proper discharge of the statutory functions listed at Schedule 2 (Functions) and the Services;
- 6.1.2 to provide Regional Panels for a centralised panel process and support the work of each Partner's adoption agency decision-maker;
- 6.1.3 to act in accordance with Best Practice;
- 6.1.4 to act in accordance with the Aims, Principles and Objectives of this Agreement, and any applicable policies agreed by the Partners;
- 6.1.5 to act in accordance with each Partners' constitution where reasonable and practicable. Where there is conflict or ambiguity on the interpretation or application of a constitution to refer the matter to the Partnership Board;
- 6.1.6 to act in accordance with all applicable Law; and
- 6.1.7 to act in accordance with the Partnership Board arrangements set out at Schedule 8 (Partnership Board Governance Arrangements) and otherwise in accordance with the terms of this Agreement.

7. ANNUAL ADOPTION PARTNERSHIP SOUTH EAST PLAN

- 7.1 The Head of Adoption, with the reasonable assistance of the Partners, through the Partnership Board shall prepare a draft Annual Adoption Partnership South East Plan each year for submission to the Partnership Board. The Partnership Board shall consider the draft Adoption Partnership South East Plan and, as amended by the Board recommend it for approval by each Partner.

- 7.2 The Annual Adoption Partnership South East Plan shall:

- 7.2.1 set out what activities will be undertaken within the year to deliver the agreed Aims, Principles and Objectives.
- 7.2.2 describe any change or development required for the Services;
- 7.2.3 provide information on how change in funding or resources may impact the Services; and

- 7.2.4 include details of the estimated contributions due from each Partner for each Service and its required Financial Contribution, subject to the agreement by Partners of their respective Financial Contributions.
- 7.3 The Partnership Board will receive quarterly updates on the Annual Adoption Partnership South East Plan from the Head of Adoption.
- 8. FINANCIAL CONTRIBUTIONS**
- 8.1 The Partners shall pay their Financial Contribution to the Lead Partner in order to carry out the functions of the Adoption Partnership South East. A single payment will be made from each of the other Partners to the Lead Partner to cover their contribution as set out in Schedule 5 (Financial Protocol) from the Finance Reference Date to 31 March 2021. From 1st April 2021, payment of the full Financial Contribution will be made by each Partner in four (4) equal instalments made quarterly upon receipt of an invoice from the Lead Partner. Each Partner shall invoice the Lead Partner for the salary costs for the Staff they employ for the relevant quarter. The Partners' Financial Contributions for the first year are set out in Schedule 5. Financial Contributions for subsequent years shall be determined in accordance with the provisions as set out at Schedule 5.
- 8.2 The Partners will adhere to the financial protocol as described at Schedule 5 (Financial Protocol). The Partners shall provide the Head of Adoption with the necessary authorisations to allocate funds and manage budgets, on behalf of the Partners, in relation costs and income associated with Adoption Partnership South East where these continue to be held by the Partners including but not limited to Staff costs, interagency fees, post adoption commissioned services and adoption support fund. The Head of the Adoption Partnership South East is required to adhere to the respective Partner's financial controls and monitoring process where authorisation is given.
- 8.3 The Lead Partner shall hold the Pooled Budget in a ring-fenced designated account on behalf of the Partners and shall provide the Head of Adoption with the necessary authorisations to allocate the funds.
- 9. OVERSPENDS AND UNDERSPENDS**
- 9.1 Without prejudice to clause 17.2.2, the Partners agree that any deficit or surplus will be dealt with in the manner set out in the Financial Protocol in Schedule 5 or as agreed by the Partnership Board.
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1 Each Partner shall retain ownership of all existing Intellectual Property Rights in existence prior to the Commencement Date in any material which it has created or the creation of which was undertaken by a third party which it commissioned to create that material. Subject to the Intellectual Property Rights of any third parties, each of the Partners hereby grants to each of the other Partners a perpetual non-exclusive royalty free licence to use operate copy and modify their intellectual property that is reasonably and properly required for the purpose of operating Adoption Partnership South East. The licence granted pursuant to this Clause 10.1 shall not be revoked upon the relevant Partner's withdrawal from this Agreement or upon termination of this Agreement.
- 10.2 All Intellectual Property Rights in materials developed by any of the Partners for the purposes of the operation of Adoption Partnership South East during the Term (as between the Partners) shall vest in the Lead Partner on behalf of all the Partners. Upon termination or withdrawal of a Partner, the Lead Partner shall grant the Partner(s) that are no longer a party to this Agreement a non-exclusive, irrevocable, royalty free licence to use and copy materials in the Intellectual Property Rights dealt with under this clause 10.2 which vest in the Lead Partner on behalf of all the Partners.

- 10.3 The Lead Partner shall take reasonable and commercially prudent steps to obtain for itself and the other Partners such rights in respect of the Intellectual Property Rights of third-party contractors and other organisations as is reasonably necessary for the provision of the Service and the operation of Adoption Partnership South East.
- 10.4 If another Partner becomes the Lead Partner for the Services (in whole or in part), the previous Lead Partner shall ensure that any existing Intellectual Property Rights that it holds on behalf of the Partners are transferred to the new Lead Partner.

11. PREMISES

- 11.1 Subject to clause 33 (termination), the Partners agree to make available appropriate Accommodation, working space and associated facilities and services, including bookable meeting rooms as shall be appropriate for delivery of the Services for the Term, and as more fully described in Schedule 7 (Assets), unless otherwise agreed between the Partners.
- 11.2 The Partners licence all appropriately authorised Staff engaged in the Service (“the **Licensed Staff**”) to enter Authority Premises for the proper performance of the Service and to utilise free of charge such accommodation, working space, or associated facilities and services as shall be provided from time to time by the relevant Partner subject to compliance by the Licensed Staff with any policies, access conditions and site conditions as may apply from time to time such as hot-desking / smart working, a clear desk policy etc.
- 11.3 The Partners agree that the location of the Authority Premises and or the location of working space may be subject to change, and the Partners agree where practicable, to give each other 3 month’s written notice of such change which shall not require agreement of the other Partners.
- 11.4 The licences granted by the Partners pursuant to clause 11.2 above shall immediately terminate upon termination of this Agreement.

12. ASSETS

- 12.1 Each Partner shall make the Assets available to the Adoption Partnership South East.
- 12.2 Assets used in the performance of the Services belonging to each Party, either separately or jointly (where purchased from Financial Contributions) and shall be registered by the Head of Adoption in the Assets Register.
- 12.3 The Asset Register shall consist of the Assets recorded in the asset registers of each Partner as at the Commencement Date and thereafter also include Assets acquired throughout the Term. Each Partner shall send an electronic copy of the part of its individual asset register consisting of the Assets at Commencement Date to the other Partners as soon as practicable after the Commencement Date.
- 12.4 Nothing in this Agreement shall be deemed to pass any Existing Assets from one Party to another unless all the Parties specifically agree in writing.
- 12.5 The provisions of Clause 33 shall apply on termination of this Agreement.

13. RESOURCES

Adopters will be assigned to the Adoption Partnership South East in accordance with Schedule 5 (Financial Protocol sections 4.7).

14. STAFFING

- 14.1 Each Partner shall comply with their obligations as the employer of the relevant Staff during the Term and shall support the role of the Head of Adoption in managing the day to day activities of the Staff.

15. ADOPTION PARTNERSHIP SOUTH EAST MANAGEMENT GOVERNANCE

The Partners by means of the Partnership Board Representatives shall constitute the Partnership Board to support the Head of Adoption in provision of the Service. The governance arrangements and powers of the Partnership Board are set out at Schedule 8 (Partnership Board Governance Arrangements).

16. SUPPORT SERVICES

The Partners will provide the Support Services to Adoption Partnership South East in accordance with Schedule 2, the cost of which, shall be met in accordance with the provisions of Schedule 5 (Financial Protocol).

17. PARTNERSHIP BOARD QUARTERLY REVIEW AND REPORTING

- 17.1 The Partnership Board shall carry out a quarterly review of the operation of this Agreement including the Annual Adoption Partnership South East Plan. This review shall be led and organised by the Head of Adoption with timely input and assistance from the other Partners.

- 17.2 The Head of Adoption shall submit a quarterly report to the Partnership Board setting out:

17.2.1 Performance of the Adoption Partnership South East in accordance with the Aims, Principles and Objectives; and

17.2.2 Any forecast overspend or underspend of the Financial Contributions and the recommendation for the accounting treatment of this under or overspend.

18. ANNUAL REVIEW

- 18.1 The Partners agree to carry out an annual review of this Agreement and Adoption Partnership South East to be presented to the Partnership Board within three months of the end of each Financial Year (the 'Annual Review') to include the following:

18.1.1 performance in the previous Financial Year against the Aims Principles and Objectives of Adoption Partnership South East;

18.1.2 the performance of the Services against the targets specified and contained in the Annual Adoption Partnership South East Partnership Board Plan;

18.1.3 plans to address any underperformance in the Services and Adoption Partnership South East;

18.1.4 actual expenditure compared with agreed budgets and reasons for and plans to address any actual or potential underspends or overspends;

18.1.5 review of plans and performance levels for the following year; and

18.1.6 plans to respond to any changes in policy or legislation applicable to this Agreement.

This review shall be led and organised by the Head of Adoption with timely input and assistance from the other Partners.

18.2 The Head of Adoption shall prepare an annual report following the Annual Review for submission to the Partners' respective appointed scrutiny boards or committees each Financial Year.

19. VARIATIONS AND CHANGES

19.1 The Partners recognise that it is impracticable to make provision for every contingency which may arise during the course of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness, in good faith and without detriment to the interest of any of them and that if, in the course of the performance of this Agreement, unfairness to any of them does or may result then the others shall use reasonable endeavours to agree upon such action as to be necessary to remove the cause or causes of such unfairness.

19.2 In the event of a Change in Law which impacts on the Agreement, the Head of Adoption will report to the Partnership Board on the effect of that change and confirm that all necessary steps have been taken to ensure that the Services are provided in accordance with the Law. If the event that a Change in Law impacts on the Services, the Head of Adoption will work with the other Partners to agree any necessary changes to the Services and to mitigate the effects on the Services cost. Any changes to the Services costs will be agreed in accordance with Schedule 5 (Financial Protocol).

19.3 Where the Partners request a change to this Agreement or to any of the Schedules, the Partnership Board shall discuss the change which shall result in any one of the following:

19.3.1 the change is not agreed, and no further action is taken; or

19.3.2 a change is agreed by unanimous decision of the Partnership Board, ratified by each Partner (where required) and the change is implemented.

19.4 Without prejudice to Clause 19.5, where a change is agreed in accordance with clause 19.3.2, the change shall be recorded in writing and signed by all the parties. Any cost implications as a result of the change shall be dealt with in accordance with Schedule 5 (Financial Protocol).

19.5 For the avoidance of doubt review clauses set out in Schedule 5 (Financial Protocol) relating to matters reserved for Partnership Board decisions shall not constitute a change under Clause 19.3 and the minutes of the Partnership Board Meeting where such decisions are taken shall be sufficient evidence of the Partners agreement.

20. STANDARDS

20.1 The Partners shall collaborate to ensure that Adoption Partnership South East functions are discharged in accordance with:

20.1.1 the prevailing standards relating to provision of the Service; and

20.1.2 relevant guidance specified by Ofsted and any other relevant regulator.

20.2 The Partners will co-operate with any inspections into the Service.

21. HEALTH AND SAFETY

21.1 The Partners shall (and shall use reasonable endeavours to ensure employees, agents, consultants, volunteers and Service Providers who are engaged in the performance of its obligations under this Agreement) 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 in relation to the provision of the Functions and Services of Adoption Partnership South East.

- 21.2 The Partners 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 Partnership Board on request.
- 21.3 The Head of Adoption shall notify the Partnership Board if any incident occurs in the performance of the Services, where that incident caused any personal injury.
- 21.4 Each Partner shall be responsible for meeting their health and safety obligations for any of their relevant Staff whilst such Staff are based in Accommodation at their premises and, in particular, they shall ensure that:
- 21.4.1 the premises are properly and regularly maintained;
- 21.4.2 the premises are regularly risk assessed in accordance with applicable Laws;
- 21.4.3 they make the other Partners' staff aware of the security policy in respect of the premises, health and safety and other policies of the Partner applicable to persons permitted access to the premises and enforce adherence to such policies.
- 21.5 Each Partner will be responsible for the provision of health and safety training and information to its relevant Staff involved in the provision of the Services and will ensure that such health and safety training is regularly implemented, monitored and reviewed.

22. EQUALITY DUTIES

- 22.1 The Partners shall not (and shall use their reasonable endeavours to ensure that their employees, servants, contractors or agents shall not) unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination whether in race, gender, religion, disability, sexual orientation or otherwise in the provision of the Services.
- 22.2 The Partners shall perform their obligations under this Agreement in accordance with all applicable Equalities Legislation and their equality and diversity policy.
- 22.3 The Partners shall at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement.

23. FREEDOM OF INFORMATION

- 23.1 The Partners acknowledge that they are subject to the requirements of the FOIA and EIRs and shall assist and cooperate with each other to enable the Head of Adoption or any other Partners to comply with any Information disclosure requests and requirements they receive individually.
- 23.2 The Partners shall:
- 23.2.1 transfer any Request for Information to the relevant Partner (if they do not hold the information requested) as soon as practicable after receipt and in any event within five working days of receiving a Request for Information;
- 23.2.2 provide that Partner with a copy of all information in its possession or power in the form that the Partner requires within 5 Working days of the Partner requesting that information; and
- 23.2.3 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.

- 23.3 The Partner in receipt of the Request for Information shall be responsible for determining at their absolute discretion whether any confidential information and/or other information relating to this Agreement:
- 23.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or EIRs;
- 23.3.2 is to be disclosed in response to the Request for Information.
- 23.4 The Partners acknowledge that the Partner in receipt of the Request for Information may be obliged under the FOIA and Environmental Information Regulations to disclose Information:
- 23.4.1 without consulting with another Partner or Partners, or
- 23.4.2 following consultation with the Partners or the Partnership Board and having taken its views into account but no Partner shall disclose any Exempt Information beyond the disclosure required by the FOIA or the EIRs without the consent of the Partner to which it relates.
- 23.5 No Partner shall be liable to the other Partners for any damage, loss, harm or detrimental effect arising from or in connection with the disclosure of information in response to a Request for Information.
- 23.6 The Head of Adoption shall ensure that all information produced in the course of providing the Services including that held by Service Providers is retained for disclosure.

24. DATA PROTECTION AND INFORMATION SHARING

- 24.1 The following definitions shall apply to this Clause 24:

“Agreed Purpose” means the purposes for processing the Personal Data set out in Schedule 3 (Information Sharing Protocol);

“Controller” shall have the same meaning as set out in Data Protection Legislation and for the purposes of this Agreement shall be identified in the Schedule 3 (Information Sharing Protocol);

“Data Loss Event” shall mean any event that results, or may result, in unauthorised access to Personal Data held by the Partners under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

“Data Protection Impact Assessment” shall mean an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

“Data Protection Officer” shall have the same meaning as set out in Data Protection Legislation and for the purposes of this Agreement shall be identified in the Schedule 3 (Information Sharing Protocol);

“Data Subject” shall have the same meaning as set out in Data Protection Legislation for the purposes of this Agreement shall be identified in the Schedule 3 (Information Sharing Protocol);

“Data Subject Access Request” shall mean a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“Disclosing Party” means the party disclosing Personal Data to the other party under this Agreement;

“**Law**” shall mean any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Partners are bound to comply;

“**Personal Data**” shall have the same meaning as set out in Data Protection Legislation and for the purposes of this Agreement;

“**Personal Data Breach**” shall have the same meaning as set out in Data Protection Legislation and includes but is not limited to the exposure or potential or possible exposure of data including but not limited to Personal Data to any third parties to the Agreement or those who have neither a contractual nor statutory right of access to the data including any circumstances in which such exposure or possible exposure would constitute a breach of the provisions of the Data Protection Legislation;

“**Process**” has the meaning given to it under the Data Protection Legislation and for the purposes of this Agreement, and “**Processing**” and “**Processed**” shall be construed accordingly;

“**Protective Measures**” shall mean the appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“**Recipient**” means the party receiving Personal Data from any other party under this Agreement;

“**Recipient Personnel**” means all employees, agents, consultants and contractors of the Recipient;

“**Third Party Recipient**” means any third parties authorised to receive the Personal Data from the Recipient.

“**Sub-processor**” shall mean any third party appointed to process Personal Data on behalf of a Partner related to this Agreement.

“**Third Sector Partners**” organisations and representatives of third sector bodies who attend the Partnership Board having entered into a Third Sector Partner memorandum of understanding in accordance with Schedule 8 (Partnership Board Governance Arrangements) of this Agreement;

24.2 The Head of Adoption shall (and each Partner shall procure that any Staff involved in the provision of the Agreement) comply with the Data Protection Legislation and all Partners will duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Agreement.

24.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, they are Joint Controllers and agree to comply with the data sharing protocol set out in Schedule 3 (Information Sharing Protocol). The Recipient is responsible for determining the purposes for which and manner in which it will process the Personal Data after receipt from the Disclosing Party. Accordingly, the Recipient acknowledges that it will be acting as a Controller in respect of the Personal Data and will be responsible for compliance with the Data Protection Legislation in respect of its processing of the Personal Data.

- 24.4 Notwithstanding clause 24.3 above, the Disclosing Party shall be responsible for ensuring that the relevant Data Subjects have been provided with all necessary information in respect of this data sharing arrangement.
- 24.5 In consideration of being granted access to the Personal Data, the Recipient shall:
- 24.5.1 take reasonable steps to ensure the reliability of the Recipient Personnel and any Third Party Recipients who have access to the Personal Data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of Personal Data and comply with the Data Protection Legislation;
 - 24.5.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
 - 24.5.3 comply with all applicable laws including but not limited to the Data Protection Legislation in relation to all processing of the Personal Data;
 - 24.5.4 not process the Personal Data for any purposes other than the Purposes;
 - 24.5.5 not disclose the Personal Data to any third parties other than any Third Party Recipients and ensure that any Third Party Recipients are subject to obligations equivalent to those of the Recipient under this Agreement;
 - 24.5.6 comply with any other obligations of the Recipient set out in Schedule 3 (Information Sharing Protocol);
 - 24.5.7 not cause or permit the Personal Data to be transferred outside the European Economic Area without the Disclosing Party's prior written consent; and
 - 24.5.8 permit the Disclosing Party (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Recipient's data processing and/or controlling activities and comply with all reasonable requests or directions by the Disclosing Party to enable the Disclosing Party to verify and/or procure that the Recipient is in full compliance with its obligations under this Agreement.
- 24.6 Each Party shall only retain the Personal Data for as long as is necessary for the Purposes.
- 24.7 A Party shall notify the other Partners immediately if it considers that any of their instructions infringe the Data Protection Legislation.
- 24.8 A Partner shall notify the Head of Adoption immediately if it:
- 24.8.1 receives a Data Subject Access Request (or purported Data Subject Access Request) relating to the Adoption Partnership South East;
 - 24.8.2 receives a request to rectify, block or erase any Personal Data;
 - 24.8.3 receives any other request, complaint or communication relating to either Partner's obligations under the Data Protection Legislation;

- 24.8.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- 24.8.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 24.8.6 becomes aware of a Data Loss Event, and without undue delay and in any event within 24 hours, the Partner shall notify the Partners' Data Protection Officers by email to inform her / him of the Data Loss Event, including in its notification:
 - (a) a description of the Data Loss Event including where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of data records concerned; and
 - (b) a description of the measures that the Partner has taken or proposes to take to address the Data Loss Event, including, where appropriate, measures to mitigate its possible adverse effects.
- 24.9 Following notification by a Partner of a Data Loss Event under Clause 24.8.6, the Head of Adoption shall immediately assess the risks and consequences of the Data Loss Event to the Service and take and necessary measures, including:
 - 24.9.1 to mitigate the possible adverse effects of the Data Loss Event; and
 - 24.9.2 to protect the data and the interests/safety of the Data Subject and/or Data Controller and inform the Partner as to the measures that it has taken.
- 24.10 The Partner's obligation to notify under Clause 24.7 shall include the provision of further information to the Head of Adoption in phases, as details become available.
- 24.11 Each Partner shall provide the Head of Adoption with full assistance in relation to any of either Partner's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 24.7 (and insofar as possible within the timescales reasonably required by the Lead Partner) including by promptly providing:
 - 24.11.1 the Head of Adoption with full details and copies of the complaint, communication or request;
 - 24.11.2 such assistance as is reasonably requested by the Head of Adoption to enable the Lead Partner to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 24.11.3 the Head of Adoption at its request, with any Personal Data it holds in relation to a Data Subject;
 - 24.11.4 assistance as requested by the Head of Adoption following any Data Loss Event;
 - 24.11.5 assistance as requested by the Head of Adoption with respect to any request from the Information Commissioner's Office, or any consultation by the Head of Adoption with the Information Commissioner's Office.
- 24.12 Each Partner shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 24.

- 24.13 Each Partner shall allow for audits of its data processing activity in connection with Adoption Partnership South East by the Head of Adoption or their designated auditor, in accordance with Clause 26 and comply with all reasonable requests or directions by the Head of Adoption to enable them to verify and/or procure that the Partner is in full compliance with its obligations under this Agreement and Data Protection Legislation.
- 24.14 Each Partner shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 24.15 Before allowing any Sub-processor to process any Personal Data related to this Agreement, a Partner must:
- 24.15.1 notify the Head of Adoption in writing of the intended Sub-processor and processing;
 - 24.15.2 obtain the written consent of the Head of Adoption;
 - 24.15.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 24 such that they apply to the Sub-processor; and
 - 24.15.4 provide the Head of Adoption with such information regarding the Sub-processor as the Head of Adoption may reasonably require.
- 24.16 Each Partner shall remain fully liable for all acts or omissions of any Sub-processor.
- 24.17 Each Partner shall indemnify and keep indemnified the other Partners against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by that Partner (and, in the case of the Lead Partner, by itself and by the Head of Adoption) of this Clause 24, including but not limited to any fine imposed by the Information Commissioner's Office upon a Partner for a Data Loss Event caused by another Partner or any Sub-processors appointed by that Partner and, in the case of the Lead Partner, by itself and by the Head of Adoption.
- 24.18 The Partners agree to take account of any guidance issued by the Information Commissioner's Office. The Partners agree to amend this Agreement to ensure that it complies with any guidance.
- 24.19 The Partners acknowledge that damages may not be an adequate remedy for breach of the provisions of this Clause 24 and reserve the right to seek equitable relief against a Partner for breach, including relief in the form of an injunction or specific performance.
- 24.20 Each Party shall be responsible for their own costs incurred in complying with this Clause 24.
- 24.21 The provisions of this Clause 24 shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.
- 24.22 The Partners shall share information about Service Users to improve the quality of care and enable integrated working in accordance with the Data Protection Legislation, The Human Rights Act 1998 and the common law duty of confidentiality and any other data protection legislation or regulations. The Partners shall adhere to the Information Sharing Protocol set out in Schedule 3 to this Agreement.
- 24.23 A Partner shall ensure that it does not knowingly or negligently do or omit to do anything which places any Partner in breach of its obligations under the Data Protection Legislation.
- 24.24 The Partners shall be responsible for facilitating Service Users in accessing their Personal Data and exercising their other rights under the Data Protection Legislation. Where a

Partner receives a legitimate request from a Service User to exercise a right that affects other Partners, the receiving Partner shall promptly send that request to those other Partners.

24.25 If another Partner becomes the Lead Partner and / or on expiry or termination of this Agreement, the Lead Partner shall ensure that any Personal Data that it holds is transferred to the successor body or bodies through data and information sharing agreements that are in accordance with the Data Protection Legislation that applies at the time.

25. CONFIDENTIALITY

25.1 Subject to Clause 25.4, the Partners agree to keep confidential all documents relating to or received from the other Partners under this Agreement that are labelled as confidential or the Partner receiving the document should acting reasonably have known was confidential given the nature of the document, the contents, the circumstances and that way that it was provided (“**Confidential Information**”).

25.2 Subject to Clause 25.4, where a Partner receives a request to disclose Confidential Information:

25.2.1 Each Partner:

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

25.2.2 The Partners shall take all necessary precautions to ensure that all Confidential Information obtained from a Partner under or in connection with the Services:

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

25.3 Subject to clause 25.4, the Partners shall not use any Confidential Information they receive from any Partner otherwise than for the purposes of providing the Services and the Support Services and performing its obligations in relation to Adoption Partnership South East as described in this Agreement.

25.4 The provisions of clauses 25.1 to 25.3 above shall not apply to any Confidential Information received by one Partner from another Party:

25.4.1 which is or becomes public knowledge (otherwise than by breach of this clause 25);

25.4.2 which was in the possession of the Partner, without restriction as to its disclosure, before receiving from the disclosing Partner;

25.4.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

- 25.4.4 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the disclosing Partner making the disclosure, including any requirements for disclosure under the FOIA or EIRs.
- 25.4.5 which has to be disclosed to enable a determination to be made under the Dispute Resolution Procedure;
- 25.4.6 which is required to be provided by a Partner to any department office or agency of the Government.
- 25.4.7 which is for the purpose of:
 - (a) the examination and certification of the Partner's accounts (including any external audit of the accounts); or
 - (b) any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Partner has utilised its resources.
- 25.5 Nothing in this clause 25 shall prevent a Partner disclosing any Confidential Information for the purpose of:
 - 25.5.1 the examination and certification of any Financial Contributions; or
 - 25.5.2 any examination carried out by a regulatory body provided that in disclosing Confidential Information under this sub-clause the Partner discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.
- 25.6 Nothing in this clause 25 shall prevent a Partner disclosing any Confidential Information to any person engaged in providing any services to the Adoption Partnership South East for any purpose relating to or ancillary to the Agreement.
- 25.7 Nothing in this clause 25 shall prevent the Partners from using any ideas, know-how, or techniques gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in the disclosure of Confidential Information or in an infringement of Intellectual Property Rights.
- 25.8 For the avoidance of doubt, the Partners acknowledge that nothing in this clause 25 shall fetter or affect each Partner's obligations under the Data Protection Legislation, the FOIA and EIRs.
- 26. AUDIT AND SCRUTINY**
- 26.1 The Adoption Partnership South East will be subject to the normal annual external auditing processes of the Lead Partner.
- 26.2 The Lead Partner shall include Adoption Partnership South East and its finances in its risk assessed internal audit programme and shall make the final audit report available to the Partnership Board.
- 26.3 The Lead Partner shall make a copy of the accounts for Adoption Partnership South East open to inspection on written notice from a Partner, within a reasonable time period at any reasonable time during business hours.
- 26.4 The Partners agree that scrutiny relating to this Agreement and Adoption Partnership South East shall be the responsibility of each Partner. Accordingly, the relevant committees of each Partner shall have the right to review any aspect of Adoption Partnership South East as if it were an in-house function exercised by the respective Partner.

27. INSURANCE

- 27.1 The Partners shall at their own cost each effect and maintain a policy or policies of insurance, providing as a minimum the following levels of cover: an adequate level of cover for the liabilities, obligations, duties and risks that they are taking on under the terms of this Agreement including those arising under any indemnity in this Agreement for the duration of the Agreement and any extension hereof.
- 27.2 The cover shall be in respect of all risks which may be incurred by the Partners, arising out of this agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Partners.
- 27.3 The Partners shall give to each other, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

28. WHISTLEBLOWING

- 28.1 Nothing in this Agreement shall prevent any Staff from making a protected disclosure within the meaning of the Public Interest Disclosure Act 1998. Any such staff who make a protected disclosure are protected against dismissal and victimisation in respect of the disclosure.
- 28.2 In discharging its responsibilities under this Agreement in respect of Adoption Partnership South East, the Partners shall
- 28.2.1 comply with all applicable laws, statutes, regulations and codes relating to Whistleblowing, including but not limited to the relevant provisions under the Public Interest Disclosure Act 1998. (“**Whistleblowing Legislation**”) and insert the same provisions in any contract entered into for the provision of works, supplies or services for Adoption Partnership South East;
 - 28.2.2 have and maintain throughout the Term of this Agreement, policies and procedures to ensure compliance with the Whistleblowing Legislation and will enforce them where appropriate; and
 - 28.2.3 apply their own policies on whistleblowing to Staff (regardless of which Partner employs them). Whoever receives the complaint shall process it in accordance with their own policy. The Lead Partner shall apply its own policies on whistleblowing to the Head of Adoption.

29. INDEMNITIES AND LIABILITIES

- 29.1 The Partners each hereby agree jointly and severally to indemnify any Partner and keep them so indemnified against all demands, actions, claims, costs, expenses, direct damages or losses (including without limitation, reasonably incurred legal costs (whether internal or external) (on an indemnity basis) and other professional advisors' fees), made against or incurred by any Partner resulting directly or indirectly out of the operation of the Adoption Partnership South East or out of this Agreement except where such actions, claims, costs, expenses and damages are brought against or suffered by a Partner due to its own negligence, wilful default or fraudulent misrepresentation.
- 29.2 The other Partners will contribute to any increased insurance premiums incurred in relation to the Required Insurances by KCC resulting from entering into this Agreement as part of their Financial Contributions.

- 29.3 Subject to clause 29.1, no Partner shall be liable to the other Partners for claims made by third parties arising from any acts or omission of a Partner following a placement identified to the Adoption Partnership South East.
- 29.4 Each Partner shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Partner is entitled to bring a claim against the other Partners under this Agreement.
- 29.5 If another Partner becomes the Lead Partner, the previous Lead Partner shall indemnify the new Lead Partner against all Losses incurred by the new Lead Partner (provided that such losses are not payable as a result of any act or omission of the other Partner) in connection with or as a result of:
- 29.5.1 any claim or demand by the transferring Head of Adoption (whether in contract, tort, under statute, pursuant to applicable European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, equal pay, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, gender re-assignment, marital status, religion or belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the previous Lead Partner, as the case may be, in respect of the Head of Adoption incurred on or prior to the transfer date of the Head of Adoption; and
- 29.5.2 any failure by the previous Lead Partner to comply with its obligations under the Transfer of Undertakings (TUPE) Regulations 2006 or the Best Value Authorities Staff Transfers (Pensions) Direction 2007.

30. COMPLAINTS AND INVESTIGATIONS

- 30.1 The Head of Adoption shall deal with all complaints received concerning the Adoption Partnership South East under this Agreement in the first instance in compliance with Children Act 1989 Representations Procedure (England) Regulations 2006 and any relevant guidance or codes. The Lead Partner shall provide Support Services to the Head of Adoption in accordance with Schedule 11 (Complaints Handling Protocol).
- 30.2 The Partners shall each fully comply with any investigation by any statutory Ombudsman or tribunal, including providing access to Information and making staff available for interview.

31. DISPUTE RESOLUTION

- 31.1 The Partners shall act in good faith and use their reasonable endeavours to resolve disputes arising out of this Agreement informally in an amicable way.
- 31.2 The Partners shall first endeavour to resolve a dispute that has arisen through referring the dispute to the relevant director of each affected Partner. If the relevant directors are unable to resolve the dispute to the reasonable satisfaction of the Partners within twenty (15) Working Days of the dispute being referred to them, the dispute shall be referred to the Partnership Board Representatives of the affected Partners.
- 31.3 If the Partnership Board Representatives are unable to resolve the dispute to the reasonable satisfaction of the Partners within twenty (15) Working Days of the dispute being referred to them, the dispute may then be referred to the chief executive officers of the Partners, who may, in their absolute discretion resolve the dispute or refer the dispute to an arbitrator to be agreed upon by the Partners or in default of such agreement to be nominated by the President of the Institute of Arbitrators.

- 31.4 The arbitrator shall act as an expert and shall be entitled to make such decision or award as he or she thinks just and equitable having regard to the relevant circumstances of the dispute. The costs of such arbitration shall follow the event or if none of the Partners succeeds, they shall be apportioned between the Partners as the arbitrator, in his or her absolute discretion, thinks fit.
- 31.5 Any award or decision of the arbitrator shall be final and binding on the Partners.
- 31.6 If any Partner considers that there is a matter which may affect continuation of its commitment to the Partnership Agreement other than a decision to exercise an option to break under clause 32.1, it should submit a written expression of concern to the Partnership Board which will be tabled for discussion within (twenty) 20 Working Days of receipt of the submission and resolution within forty (40) Working Days of receipt of the submission. If the Partnership Board fails to resolve the matter within forty (40) Working Days a meeting shall be held between the Partnership Board Representatives and the Chief Executive of each Partner within 20 Working Days of the failure to achieve resolution at the Partnership Board. If the Chief Executives fail to resolve the matter in the allotted time, then the aggrieved Partner(s) may (with the agreement of all affected Partners) jointly appoint an independent mediator the costs of which shall be borne equally between the Partners in dispute.
- 31.7 During the period between a notice to terminate being served and termination occurring the Head of Adoption with the reasonable assistance of the Partners including the exiting Partner(s) shall produce a plan for exit and continued provision of the Service which shall include (but is not limited to):
- staffing arrangements;
 - future budget;
 - available premises and assets; and
 - maintaining the Services both in areas that are remaining in Adoption Partnership South East and the area(s) that are exiting (although for the avoidance of doubt the Head of Adoption will no longer be required to provide the Services in any area that is no longer part of Adoption Partnership South East).
- 31.8 Nothing in this clause shall prevent any Partner from exercising its rights under English law.

32. WITHDRAWAL FROM THE ADOPTION PARTNERSHIP SOUTH EAST AND EXIT ARRANGEMENTS

- 32.1 Any Partner may terminate their participation in this Agreement at will upon giving the Partnership Board 18 months' written notice of their intention to do so (Termination Notice). The process set out in clause 32.2 of this Agreement must be followed prior to serving any notice under this clause 32.1
- 32.2 Prior to exercising an option to break under clause 32.1 any Partner that wishes to terminate its participation in the Agreement ("the **Withdrawing Party**") must inform the Department of Education in writing and the Partnership Board in writing who shall convene a meeting within ten (10) Working Days of being informed to discuss the matter.
- 32.3 Following the conclusion of either of the processes set out at clause 31.6 and 32.2 any or all Partners may elect to terminate their participation in this Agreement. The relevant Partner's participation in this Agreement shall terminate 18 months following receipt by the Partnership Board of a notice to this effect.
- 32.4 During the period between the Termination Notice being served and termination occurring the Parties shall consult with each other including the Withdrawing Party to

ensure that the Service is left in no better nor no worse position as a result of the Withdrawing Party exercising its right to withdrawal than if the Withdrawing Party had not withdrawn until the end of the Term. The consultation shall include but not be limited to consideration of:

- 32.4.1 any loss of funding which may arise from such withdrawal to include any non-payment, clawback or repayment of such funding;
 - 32.4.2 any future budget including any increased cost to the remaining Parties in maintain the Services in areas that are remaining in the Service;
 - 32.4.3 any redundancy costs or other employment and staffing costs which shall be determined in accordance with Schedule 5 (Financial Protocol).
 - 32.4.4 any other loss, liability, damage, claim or expense which would be incurred by the remaining Partners by reason of such withdrawal from this Agreement;
 - 32.4.5 the available assets and premises;
 - 32.4.6 issues relating to contracts, data, existing casework relating to the Withdrawing Party and the distribution of approved Adopters to the Withdrawing Party;
 - 32.4.7 whether there are sufficient resources for the Head of Adoption to continue to fulfil its functions and responsibilities on behalf of the remaining Partners or whether this Agreement should be terminated.
 - 32.4.8 The change in the Financial Contributions of the remaining Partners (if any)
- 32.5 For the avoidance of doubt, if any Party terminates their participation in this Agreement they shall be liable for the costs incurred as a result of their termination including but not limited to any redundancy costs and staff termination costs incurred and the remaining Partners each agree that the Agreement including their Financial Contributions will be re-negotiated to reallocate liabilities and obligations in line with the principles set out in this Agreement. Where the Parties are unable to agree the payment due from the Withdrawing Party for terminating their participation in the Agreement, an independent review shall to be commissioned by the Partnership Board to determine the reasonable payment the Withdrawing Party must make. The cost of this independent review shall be met by the Withdrawing Party. The Parties including the Withdrawing Party shall take into account the independent review to determine the payment to be made by the Withdrawing Party.
- 32.6 Each Partner undertakes that should it wish to withdraw from this Agreement that as a condition of such withdrawal it will make, prior to withdrawal or termination, such reasonable payment or payments as shall be determined in accordance with clauses 32.4 and 32.5 and approved by the Partnership Board and no Termination Notice shall take effect unless and until such payment has been made.
- 32.7 Any Withdrawing Party hereby acknowledges and confirms that it will remain liable for and will make any payments that are due in respect of its membership of the Adoption Partnership South East under this Agreement up until the termination date of the Withdrawing Party whether such sums are claimed before or after the date on which the Withdrawing Party's 18 months' Termination Notice expires.
- 32.8 The Head of Adoption shall carry out a review of the Financial Contributions immediately after the Termination Notice is given by a Withdrawing Party in accordance with this clause 32 and shall bring the outcome of any such review and any proposals to a meeting to the Partnership Board.

- 32.9 A Party which withdraws from this Agreement shall indemnify and shall be liable to the remaining Partners for any costs, losses or damages suffered by the remaining Partners by reason of the withdrawal arising out of or relating to:
- 32.9.1 any act, omission, negligence or default by the Withdrawing Party or its employees, agents and sub-contractors relating to the provision of the Services;
 - 32.9.2 any claim or action made or commenced by an employee, agent or subcontractor of the Withdrawing Party against any one or more remaining Partners;
 - 32.9.3 any legal proceedings including without limitation arbitration and tribunal proceedings that commenced prior to the withdrawal of the Withdrawing Party that affect the remaining Partners; and
 - 32.9.4 any material breach by the Withdrawing Party of the terms of this Agreement.
- 32.10 The remaining Partners shall continue to comply with the terms of the Agreement and ensure that the general objectives of the Agreement are not compromised.
- 32.11 In the event of the Lead Partner notifying the Partners of its intention to withdraw from this Agreement, all the Partners shall immediately review this Agreement to determine whether any of the remaining Partners can become the Lead Partner.
- 32.12 Nothing in this clause shall prevent any Partner from exercising its rights under English law.
- 33. TERMINATION OF THE AGREEMENT & CONSEQUENCES OF EXPIRY AND TERMINATION**
- 33.1 In addition to serving a Termination Notice in accordance with clause 32.1, any Partner may issue a notice to terminate this Agreement in the following circumstances:
- 33.1.1 there is a Change in Law or a change in government guidance or policy that prevents any Partner from complying with its obligations under this Agreement;
 - 33.1.2 a Partner, acting reasonably, can demonstrate that the Lead Partner is persistently failing to manage the performance of the Services in a manner that would be expected of a competent local authority;
 - 33.1.3 where the Partners fail to agree the Financial Contributions in accordance with Schedule 5 (Financial Protocol); or
 - 33.1.4 the review carried out under clause 3 leads the Partners to conclude (acting reasonably and in the best interests of discharging the Services) that the Agreement should be terminated
- 33.2 In the event that it is no longer possible to carry out the terms of this Agreement because of a Change in Law or government guidance or policy, which render the arrangements under this Agreement unlawful, the Partners shall as soon as practicable agree a timetable for bringing Adoption Partnership South East to an end and terminating this Agreement.
- 33.3 On the expiry of the Term, any extension of the Term, or if this Agreement is terminated the following shall apply:
- 33.3.1 Authority Premises and Assets not acquired from the Financial Contribution shall be returned to the Partners who show title;

- 33.3.2 Assets purchased from the Financial Contributions shall:
- (a) be disposed of by the Lead Partner for the best consideration obtainable and any proceeds of the sale allocated according to the Partners' Financial Contributions or, if otherwise agreed,
 - (b) where reasonably practicable, be divided between the Partners according to the Partners' Financial Contributions over the previous Financial Year;
 - (c) be retained by the continuing Partners (if any) for the purposes of Adoption Partnership South East subject to such reasonable payment to the withdrawing Partner(s) as may be agreed: or
 - (d) be dealt with as otherwise agreed by the Partners, or
 - (e) in the absence of agreement, in accordance with the Dispute Resolution Procedure.
- 33.3.3 the Lead Partner shall transfer all relevant Adopters and all records they retain relating to details of Service Users and other relevant information to the appropriate Partner, according to their administrative areas.
- 33.3.4 the Partners shall co-operate with each other in terminating, modifying, restructuring, transferring or novating any subsisting contractual arrangements entered into for the purposes of Adoption Partnership South East and the Services and execute any documents necessary to give effect thereto in a timely manner.
- 33.3.5 Other property including data belonging to one of the Partners shall be transferred or returned to that Partner except that this will not be required in cases where the data is encrypted. However, where any data comprises Personal Data or Sensitive Personal Data, then provisions of clause 24 shall apply.
- 33.4 The Partners shall remain liable in accordance with the apportionments set out at Schedule 5 (Financial Protocol) for any financial or other obligation or liability (actual or contingent) incurred during the period that that Partner has been a party to this Agreement.
- 33.5 All of the costs of terminating the Agreement and the Adoption Partnership South East arrangement shall be split between the Partners in line with the formula agreed for the Partner Financial Contributions as set out in Schedule 5 (Financial Protocol). These costs shall include but not be limited to the costs of redundancy and other employment liabilities (which shall be determined in accordance with Schedule 5 and clause 13 (Staffing)).
- 33.6 It shall be the duty of all the Partners to try to minimise any losses arising from the termination of this Agreement and all Partners shall use their best endeavours to offer priority redeployment to any Staff.
- 33.7 Overspends and underspends on termination of this Agreement shall be dealt with in the same manner as surpluses and deficits are dealt with in Schedule 5 (Financial Protocol).
- 33.8 The Partners shall be entitled but not restricted to direct any under spend to the following purposes:
- 33.8.1 to meet obligations under existing contracts

- 33.8.2 to defray the costs of making any alternative arrangements for Service Users;
and
- 33.8.3 to meet the cost of any redundancies arising from the termination of this Agreement.
- 33.9 The provisions of the following clauses shall survive termination or expiry of this Agreement:
- Clause 10 (Intellectual Property);
- Clause 23 (Freedom of Information);
- Clause 24 (Data Protection and Information Sharing);
- Clause 25 (Confidentiality);
- Clause 26 (Audit & Scrutiny);
- Clause 28.2.3 (Indemnity & Liabilities)
- Clause 33 (Termination of the Partnership & Consequences of Termination);
- Clause 43.2 (Record Management).

34. PUBLICITY

- 34.1 No Partner shall make any public statement or issue any press release or publicity document relating to Adoption Partnership South East arrangements or the contents of this Agreement without obtaining the other Partners' prior written consent as to its contents, and the manner and timing of its presentation and publication or in accordance with a communications strategy agreed by the Partners.
- 34.2 Publicity will be managed through the Lead Partner in partnership with all Partners.
- 34.3 For the avoidance of doubt, clause 34.1 shall not apply to any document or information disclosable or required to be disclosed by application of the Law, (including monitoring of the Adoption Partnership South East or budget setting information) publicity, promotional materials or campaigns that are required for the promotion and delivery of the Adoption Partnership South East.

35. NO PARTNERSHIP

- 35.1 Each of the Partners is an independent local authority and 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.
- 35.2 No Partner shall have the right or authority to act on behalf of another partner or to bind another partner by contract or otherwise as specified by the terms of this Agreement.

36. THIRD PARTY RIGHTS

Save as where expressly stated no term of this Agreement is intended to confer a benefit on or to be enforceable by any person who is not a party to this Agreement.

37. NOTICES

- 37.1 Notices shall be in writing and shall be sent to another Partner marked for the attention of the Partnership Board Representatives or the Partnership 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.
- 37.2 Notices may be sent by first class mail or e-mail, provided that e-mail is confirmed within 24 hours by first class mailed confirmation of a copy. Correctly addressed notices sent by first class mail shall be deemed to have delivered 72 hours after posting and correctly directed e-mail transmissions shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out above.

38. SEVERABILITY

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

39. CHILD SAFEGUARDING PRACTICE REVIEWS OR MULTI AGENCY PROFESSIONAL FORUMS

- 39.1 The Lead Partner and the Head of Adoption shall co-operate with regard to the provision of information to any child safeguarding practice review, local review, court proceedings, inquests, LGO investigations, Ofsted inspections and learning lessons review or internal management review.

40. ENTIRE AGREEMENT

- 40.1 This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole Agreement between the Partners relating to the subject matter of it and supersede all prior agreements, arrangements, communications, representations (other than fraudulent representations), stipulations, undertakings, warranties and understandings between the Partners relating to that subject matter.
- 40.2 Each Partner acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies for breach of this Agreement are those provided for in this Agreement provided that this shall not exclude any liability which a Partner would otherwise have to another Partner in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

41. COUNTERPARTS

- 41.1 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.
- 41.2 No counterpart shall be effective until each Partner has executed at least one counterpart.

42. GOVERNING LAW

- 42.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Laws of England and the partners submit to the exclusive jurisdiction of the courts of England and Wales.

43. RECORDS MANAGEMENT

43.1 The Partners shall develop and agree a records management protocol in accordance with Schedule 3 (Information Sharing Protocol).

43.2 The Partners agree that they shall keep and maintain until six (6) years after this Agreement has terminated or expired, or for as long a period as may be agreed between the partners, full and accurate records of this Agreement and Adoption Partnership South East, all expenditure and all payments made by each Partner.

44. THIRD SECTOR PARTNERS

44.1 Third Sector Partners may be invited to attend the Partnership Board at the discretion of the Partnership Board. The Lead Partner shall prepare a memorandum of understanding that shall be entered into by the Lead Partner and any Third Sector Partners and will set out the Third Sector Partner's role on the Partnership Board.

44.2 Third Sector Partners shall not be entitled to vote on any matters.

44.3 Third Sector Partners invited to attend the Partnership Board in line with clause 44.1 above shall be consulted on strategic direction, policy development, reviews and service delivery. Third Sector Partners shall not be entitled to contribute to discussions regarding Financial Contributions and detailed (as opposed to strategic) discussions around procurement.

44.4 The Partners including the Head of Adoption may give due regard to and take into account the views expressed by the Third Sector Partners when coming to decisions on the items listed in clause 44.3.

44.5 It is acknowledged that Third Sector Partners or organisations connected to the Third Sector Partners may under some circumstances generate income from the provision of services to the Partners that are connected to the Service. The Third Sector Partners acknowledge that they shall not be provided with any documentation or be entitled to be present during discussions at any meetings (including Partnership Board meetings) involving a discussion, decision or details of any commissioning or procurement activity in relation to such services or any other matter where there is a potential conflict of interest with the Third Sector Partners.

45. COSTS

45.1 Subject to the allocation of any funding from the Department of Education for the provision of the Adoption Partnership South East, each Partner shall bear its own legal costs and other fees in relation to the preparation and completion of this Agreement.

45.2 Each Partner shall bear the legal costs associated with any childcare or adoption public or private legal proceedings to which they are:

45.2.1 a party; or

45.2.2 required by law to attend or give evidence; or

45.2.3 required by a judge to attend or give evidence.

46. WAIVER

46.1 A failure by any Partner to enforce any provision of this Agreement shall not amount to a waiver of their rights under that provision and shall not restrict their right to enforce the Agreement whether in whole or in part.

47. CIVIL CONTINGENCY AND BUSINESS CONTINUITY

- 47.1 The Partners are a Category 1 responder for the purposes of the Civil Contingencies Act 2004 (the 2004 Act'). The 2004 Act defines an emergency (an 'Emergency') as:
- 47.1.1 an event or situation which threatens serious damage to human welfare;
 - 47.1.2 an event or situation which threatens serious damage to the environment; or
 - 47.1.3 war, or terrorism, which threatens serious damage to security.
- 47.2 In the event of an Emergency, the Head of Adoption shall make every effort to continue the provision of the Services. However, if the nature of the Emergency prevents the Head of Adoption from being able to continue the provision of the Service, in consultation with the other Partners, the provisions of clause 48 shall apply.
- 47.3 The Head of Adoption shall have business contingency plans to cover situations that might reasonably arise that may affect the delivery of the Services which shall be tested and reviewed periodically in accordance with good industry practice and at least annually.

48. FORCE MAJEURE

- 48.1 If a Partner is affected by a Force Majeure Event, it shall take all reasonable steps to mitigate the consequences of that event, resume performance of its obligations under the Agreement as soon as practicable and use its reasonable endeavours to remedy its failure to perform any of its obligations under the Agreement. Subject to the foregoing, the Partner claiming relief as a result of a Force Majeure Event shall be relieved from liability under the Agreement to the extent that it is unable to perform its obligations because of the Force Majeure Event.
- 48.2 If a Force Majeure Event continues for more than sixty (60) days and renders the performance of the Agreement not reasonably practicable, the Partners may agree to terminate the Agreement or the affected Partner may withdraw whereupon the provisions of clause 33 shall apply. Such termination shall without prejudice to the rights of the Partners in respect of any breach of this Agreement occurring prior to such termination.

49. NEW PARTNERS

- 49.1 Any local authority may request to join the Adoption Partnership South East as a new party ("New Partner") subject to:
- 49.1.1 the unanimous agreement of the Partnership Board, evidenced in writing in accordance with Schedule 8 (Partnership Board Governance Arrangements);
 - 49.1.2 the prospective New Partner shall if required execute a deed of adherence to comply with the terms of this Partnership Agreement;
 - 49.1.3 the prospective New Partner being responsible for any costs it incurs, or a Partner incurs as a result of that prospective New Partner joining the Adoption Partnership South East;
 - 49.1.4 the prospective New Partner paying to the Adoption Partnership South East the aggregate of:
 - (a) the marginal costs identified by the Partners and Lead Partner as being incurred by the Adoption Partnership South East as a result of the New Partner joining; and

(b) any additional costs agreed by the Partnership Board at the time.

50. EXECUTION OF THE AGREEMENT BY ALL PARTIES

- 50.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 50.2 Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF format) shall take effect as delivery of an executed counterpart of this agreement. Without prejudice to the validity of the agreement thus made, each Partner shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 50.3 This Agreement has been executed as a deed and is delivered and takes effect on the date at the beginning of it.

IN WITNESS hereof the parties hereto have executed this Agreement as a Deed the day and year first written

THE COMMON SEAL of

THE LONDON BOROUGH OF BEXLEY

was affixed to this deed in the

presence of:

Authorised Signatory

THE COMMON SEAL of

THE KENT COUNTY COUNCIL

was affixed to this deed in the

presence of:

Authorised Signatory

THE COMMON SEAL of

MEDWAY COUNCIL

was affixed to this deed in the

presence of:

Authorised Signatory

SCHEDULE 1 - Business Case



RAA Business Case
(004).pdf

See Appendix 1A for details

SCHEDULE 2-Functions and Service Provision

Table 1: Services Provided by the Lead Partner:

No.	Function	Delegations and Restrictions
1.	Employment of the Head of Adoption (by joint appointment by all Partners)	<p>The Head of Adoption is appointed in accordance with Section 113 of the Local Government Act 1972 and shall act as an officer of each Partner for the purposes of the Adoption Partnership South East.</p> <p>The Lead Partner shall provide line management and Support Services for the post of Head of Adoption.</p>
2.	Maintain Asset Register	Assets listed in Schedule 7 (Assets)
3.	Maintain Pooled Budget	In accordance with Schedule 5 (Financial Protocol)

Table 2: Discharge of Functions by the Head of Adoption on behalf of the Partners (to be reflected in each Partner's constitution and similar documents):

No.	Function	Exercise of Functions and Restrictions
1.	Approval of adopters specifically recruitment and assessment (regulations 21 to 27 of the Adoption Agencies Regulations 2005 (AAR))	The recruitment of persons as prospective adopters
2.	Suitability of adopters to adopt by the Adoption Panel (regulation 30A of AAR)	The assessment of prospective adopters' suitability to adopt a child
3.	Suitability of Adopters Regulations 2005 ('SAR'). Ultimate ratification of their suitability to adopt by the Adoption Partnership South East ADM (regulation 30B of AAR)	The approval of prospective adopters as suitable to adopt a child
4.	Authority to submit reports to the Cabinet or Executive and relevant committees of each Partner and seek decisions outside of functions exercised by the Head of	See Table 3 below

No.	Function	Exercise of Functions and Restrictions
	Adoption on behalf of the Partners and are related to functions retained by the Partners	
5.	Staff management, recruitment and retention of Staff and procurement of ancillary support services	
6.	Authority to consult with and represent the Partners with key partners, stakeholders and regulators in relation to delegated functions	As lead by the Partnership Board
7.	Support (Adoption Support Services Regulations 2005 ('ASSR') (such support includes that for adopted children, adopters and birth families (regulation 4 of ASSR))	The provision of adoption support services. Budgets for adoption support services, therapeutic support funding and other commissioned services shall be managed in accordance with a decision of the Partnership Board in accordance with Schedule 5 (Financial Protocol).
8.	Manage the Pooled Budget on behalf of the Partners	The Head of the Adoption Partnership South East is required to adhere to the respective Partner's financial controls and monitoring process where authorisation is given.

Table 3: Functions retained by the Partners:

No.	Function	Delegations and Restrictions
1.	Appointment of the Head of Adoption	To meet the job description and personal specification set out in Schedule 6 (Regional Adoption Agency Head of Service)
2.	Special guardianship order support	The provision of special guardianship support services, development of the SGO and post SGO support plan
3.	Support Services	Support Services to be provided to Staff employed by each Partner The costs of which shall be allocated between the Partners in accordance with Schedule 5 and may require

No.	Function	Delegations and Restrictions
		individual service level agreements between the Adoption Partnership South East and Partners where these Support Services are not provided by the Lead Partner.
4.	Authority to place -Decision made by the Local Authority Agency Decision Maker (LA ADM) (Adoption Agencies Regulations 2005, Regulation 19 of AAR))	<p>Either:</p> <ul style="list-style-type: none"> • apply to the court for a Placement Order (s21, Adoption and Children Act 2002 (ACA02)); or • Parental Consent (sections 19 and 20 ACA02), consent is independently obtained by a CAFCASS officer (regulation 20 of AAR), <p>The best interests' decision is considered by the Adoption Panel (regulation 18 of AAR) and a recommendation made, followed by ratification by the LA ADM (regulation 19 AAR).</p>
5.	Adoption - Matching proposal considered by the Adoption Panel (regulation 32 AAR), and ratification by the LA ADM (regulation 33 AAR)	
6.	Placement with the proposed prospective adopter (regulation 3 AAR) subject to authority to place (consent or placement order)	
7.	Application by prospective adopter for an Adoption Order (section 46 ACA02)	
8.	Contributions to Pooled Budgets	In accordance with (Schedule 5 Financial Protocol)
9.	Joint Data Controllers	In accordance with Schedule 3 (Information Sharing Protocol)
10.	Appointment of the adoption Partnership Board Representative and the substitute representative	In accordance with Schedule 4 (Partnership Board)

No.	Function	Delegations and Restrictions
11.	Appointment of councillors to Adoption Panels	In accordance with Schedule 10 (Adoption Panels)

SCHEDULE 3 - Information Sharing Protocol

INFORMATION SHARING PROTOCOL FOR THE IMPLEMENTATION AND MANAGEMENT OF THE Adoption Partnership South East

SUMMARY SHEET

Title	The Adoption Partnership South East - Information Sharing Protocol
Purpose	<p>To facilitate the sharing of adoption support data between the involved parties listed below as Joint Data Controllers.</p> <p>The purpose of the information sharing is to help facilitate the regionalisation of adoption services.</p> <p>There are two distinct phases to the data sharing necessary for the effective delivery of services of the Adoption Partnership South East. Firstly, the information that participating authorities will need to provide for the commencement of the Adoption Partnership South East and secondly, the regular information sharing that will need to take place on an ongoing basis thereafter. Both phases will be supported by a data protection impact assessment.</p> <p>Pre-Commencement Planning: data protection impact assessments carried out by each Partner, the results of which inform the IT plan and data security measures to be implemented as set out in this Schedule.</p> <p>Mobilisation Period: testing of the IT system and plan provided by the Lead Partner to share data across Partners.</p> <p>Term of the Partnership Agreement or any subsequent data sharing agreement: to cover the exchange of information and personal data between the Partners and Staff.</p> <p>This sharing protocol aims to evidence how these legal requirements are addressed, to provide assurance that agreed governance controls are in place to ensure that personal information sharing is managed securely, responsibly and in accordance with the law, the recommendations of the Data Protection Officer if each Partner and with the Information Commissioner's Data Sharing Code of Practice.</p> <p>The parties are entering into this arrangement intending to honour, observe and perform all their obligations towards each other.</p>
Participating Organisations	The London Borough of Bexley The Kent County Council Medway Council
Date of protocol review	One year from the Commencement Date of the Partnership Agreement

Data ownership	<p>All Partners agree they are joint Data Controllers with distinct legal obligations for ensuring that personal information is processed and shared in accordance with data protection law and other privacy related information.</p> <p>All Partners, as Joint Data Controllers, when processing Personal Data in relation to the Adoption Partnership South East, each remain responsible at different stages of the decision-making process for determining the purpose and the manner in which the Personal Data is to be processed and they each have a statutory duty for the maintenance of adoption services in relation to their area.</p> <p>The Adoption Partnership South East is not a separate legal entity.</p>
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1 INTRODUCTION

- 1.1 This Schedule sets out the requirements for sharing of Data by the Joint Data Controllers and defines the responsibilities of the Partners when sharing Data.
- 1.2 The purpose of this Schedule is to enable Data to be shared between the Partners in accordance with Data Protection Legislation. The statutory obligations to share this data falls under s. 3 (1) of the Adoption and Children Act 2002 and the Children's Act 1989 s.17 (1) (**Agreed Purpose**).
- 1.3 **Definitions and interpretation**

2 PROCESS

- 2.1 The Joint Data Controllers will:
 - 2.1.1 employ appropriate operational and technological processes and procedures to keep the Data safe from unauthorised use or access, loss, destruction, theft or disclosure;
 - 2.1.2 not keep the Data on any laptop or other removable drive or device unless that device is protected by being fully encrypted, and the use of the device or laptop is necessary for the provision of the Services under the Partnership Agreement. Any hard copy documentation will be kept securely;
 - 2.1.3 treat the Data, and any other information provided by the other Partners as confidential and will ensure that access to the Data is limited to only those employees who require access to it for the Agreed Purpose. The Controllers shall carry out appropriate checks to ensure that they are satisfied that such employees will comply with the conditions of the Partnership Agreement and then monitor such compliance, in particular, ensure that Staff are not permitted to share any log in credentials, passwords or 2-factor token with any other person;
 - 2.1.4 assist the other appropriate Data Controllers to promptly respond to all subject access or FOIA requests which may be received from the data subjects of the Data;
 - 2.1.5 not disclose the Data to a third party in any circumstances other than where agreed between the parties;
 - 2.1.6 notify the appropriate Data Controller and the Head of Adoption of any information security incident that may impact the processing of the Data covered by the Partnership Agreement within 24 hours of discovering, or becoming aware of any such information security incident. Following the report of any such incident, a Data Controller will cooperate with any other Data Controller's compliance and information security staff whilst they carry out a risk assessment, root cause analysis and identify any corrective action required. The appropriate parties will cooperate with any affected Data Controller in implementing any required corrective action required;
 - 2.1.7 ensure that devices used to access Data from third party locations must be separated from public networks, such as the Internet, by an adequately secure and technologically advanced firewall. The firewall(s) must be configured in accordance with well-known / common best practice guidelines and must have a policy installed that serves to prevent unauthorised access to the Partner's network;
 - 2.1.8 ensure that any system or technology that is used to access Partner's IT must have adequate security software patches applied in line with vendor recommendations;
 - 2.1.9 ensure that users of the IT must ensure that they do not download, upload, create or transmit material that is illegal, abusive or threatening to others or might be regarded as offensive on the basis of personal characteristics such as race, sex, colour, religion, nationality, gender, disability, sexual orientation or age;

- 2.2 Where applicable, the other Partners agree to comply with and to procure that its employees or contractors who have access to any of the IT systems shall comply with the following terms in so far as they apply to the Partnership Agreement:
- 2.2.1 any breach or suspected breach of security must be reported to the relevant Data Protection Officer and the Head of Adoption at the earliest possible time and at a maximum within 24 hours of its discovery and a decision to notify made only after consultation with any other affected Partner. Notifications to the ICO where required must be made within 72 hours of becoming aware of the breach.
 - 2.2.2 PCs/terminals are used in compliance with the relevant ICT policy and data protection policies and provide training to the staff to use the PCs/terminals and share data appropriately;
 - 2.2.3 there should be no attempt to circumvent any of the Partner security controls;
 - 2.2.4 the Data Controllers shall not infringe any third-party copyright, licensing requirements or any other intellectual property rights of each other;
- 2.3 The Partners reserves the right to monitor and/or record individual use within its IT and ICT facilities to protect against misuse and to ensure system and operational efficiency and integrity and reserves the right to access individual accounts on its systems and IT in circumstances where it has a reasonable belief that there has been a breach of this Partnership Agreement.

3 DATA QUALITY AND ASSURANCE

- 3.1 Each Partner is responsible for the quality and accuracy of the personal information it obtains, uses and discloses.
- 3.2 If a Party later discovers information is inaccurate, it will take all necessary steps to inform other Parties and recipients to enable the correction or updating of their records/case management systems.

4 OTHER DISCLOSURES AND USES

- 4.1 In relation to a person who has been adopted on or after 30 December 2005, the disclosure of information relating to their adoption is governed by the Adoption and Children Act 2002 section. 56-65 and the Disclosure of Adoption Information (Post Commencement Adoptions) Regulations 2005. The information covered by these Regulations is known as 'section 56 information'. Any sections 56 information kept by the Partners about an adopted person may only be disclosed by the agency to a person (other than the person that the information is about) in pursuance of Adoption and Children Act 2002 sections 56-65.
- 4.2 Nothing in this sharing protocol excludes disclosures which may be necessary by the participating Partners to provide adoption services; if consistent with the disclosure obligations set out in the Adoption and Children Act 2002 and the above Regulations; and is not otherwise in conflict with any other legal obligations governing adoption law and practice.
- 4.3 Any disclosures in relation to a person who was adopted before 30 December 2005 is governed by the Adoption Information and Intermediary Services (Pre-Commencement Adoptions) Regulations 2005 (ISR).

- 4.4 A Data Subject has a right of access to information any Data Controller may hold about them. In the event of receiving a valid Subject Access Request, the Partner will liaise with other Partners and the Head of Adoption in order to determine whether they alone or another Partner holds the information that is the subject of this request.
- 4.5 The Partners acknowledge their responsibility to ensure valid data protection related requests are processed within statutory time limits and/or in line with local customer services and complaint policies.
- 4.6 In line with the Code of Practice issued under s. 45 of the Freedom of Information Act 2000, the Partners shall cooperate with each other in the event of receiving requests for information about or shared under this protocol.
- 4.7 The Partners shall be responsible for the maintenance of the adoptive parents' record. This includes ensuring that the adopter record is retained only for as long as this is required in line with their retention schedule (attached as an appendix to the Partner's data protection impact assessment).
- 4.8 Each Party agrees to comply with statutory guidance on adoption relating to the retention and disposal considerations relating to the records of children who do not proceed to adoption and the records of prospective adopters who are not approved.
- 4.9 The parties agree not to rely on the EU-US Privacy Shield in its current form following the judgement of the Court of Justice of the European Union in the Schrems II judgment (Case Number C 311/18) and shall carry out appropriate risk assessments prior to any transfer of Personal Data to the United States of America.

5 TERMINATION

- 5.1 Without prejudice to paragraph 4.7, 4.8 and with the exception of Data that Partner is required to retain in accordance with the Adoption and Children Act 2002 and the Disclosure of Adoption Information (Post Commencement Adoptions) Regulations 2005 (as amended), all Parties will ensure that the Data which belongs to other Partners is securely removed from their systems and any printed copies securely destroyed or returned to the relevant Partner on termination or expiry of this Partnership Agreement. In complying with this clause, electronic copies of the Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software that meets HM Government standards. Any hard copy will be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
- 5.2 Failure to comply with any of the terms of this Schedule 3 shall permit any Data Controller to suspend or terminate (either immediately or by notice at its option) any other Data Controller's use of the Data, and shall permit a Partner to suspend or terminate (either immediately or by notice at its option) any other Data Controller's access (if any) to any of the Partner's IT systems including but not limited to applications and/or file upload or download services and/or any data at any time.

6 INDEMNITY

- 6.1 The Partners shall indemnify, keep indemnified and shall hold each other harmless from and against any and all losses, liabilities, damages, fines and/or expenses that they may incur whether by reason of claims, actions, demands or proceedings or otherwise arising out of or in connection with having access to the each other's IT system.

7 GENERAL

- 7.1 The Data Controllers shall ensure that it issues all users of the Data with a copy of these terms and procure that they comply with them.
- 7.2 The Data Controller must not keep the Personal Data for longer than is necessary for the Agreed Purpose. The Parties must where it will be processing Data for its own purposes register with the Information Commissioner's Office (ICO) in the register of fee payers, where applicable for the purposes of this Partnership Agreement.
- 7.3 The Data Controllers will in connection with this Partnership Agreement comply with all relevant law, government best practice and standards.
- 7.4 The Data Controllers will not, whether during or after the term of this Partnership Agreement, disclose or allow to be disclosed to any person (except on a confidential basis to professional advisers) any confidential information acquired in the course of this Partnership Agreement, except as may be required or permitted by law.
- 7.5 The Data Controllers agree to co-operate on all matters relating to this Partnership Agreement. The Parties will keep under review the need to share Data at a minimum each year with effect from the signature of this Partnership Agreement.
- 7.6 The Parties agree to maintain the accuracy of the Data and shall notify the other party in the event that any Data is inaccurate.
- 7.7 The Parties agree that they are responsible for ensuring that appropriate security and confidentiality procedures are in place to protect the transfer and use of the Data shared.
- 7.8 The Parties undertake that they will comply with their respective obligations, whether data controller, data processor or otherwise under Data Protection Legislation.
- 7.9 Each Party shall take appropriate technical, operational and security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal data.
- 7.10 Each Party undertakes to the other that it will not knowingly place the other in breach of that other Party's obligations under the Data Protection Legislation.
- 7.11 Each Party will assist the other as far as reasonable to comply with any obligations that it has under the Freedom of Information Act 2000 and Code of Practice, Environmental Information Regulations 2004.

8 DISPUTE RESOLUTION

The Partners agree to comply with clause 30 of the Partnership Agreement in relation to dispute resolution.

APPENDIX 1

1. SPECIFIC RETENTION

- 1.1 All information for Adopters will be retained in accordance with the Lead Partner's Record Retention Schedule. The Liquid Logic system has an inbuilt records management functionality which will allow for the retention period to be set against each case, and for the record to be removed once that time period has elapsed.
- 1.2 Data relating to the Child's adoption pathway, post-adoption support and non-agency adoption will all be held by each Local Authority forming part of the Adoption Partnership South East (Bexley, Kent and Medway) and these records will be kept in accordance with the respective retention periods in those Local Authorities.

2. SYSTEM SPECIFICS

- 2.1 Data Sharing Specifics
- 2.2 With regard to children awaiting adoption, or in the adoption process, this information will be shared by Bexley and Medway Council with the KCC CYPE Management Information & Intelligence Team who will combine the information to provide one view of the child data for use by the Adoption Partnership South East.
- 2.3 The following personal data will be collected:
 - 3.3.1 Full name
 - 3.3.2 Date of birth
 - 3.3.3 Gender
 - 3.3.4 Home address
 - 3.3.5 Personal Contact details
- 2.4 The following special category data will be collected:
 - 3.4.1 Religious or philosophical belief
 - 3.4.2 Race/Ethnicity
 - 3.4.3 Health (physical and mental)
 - 3.4.4 Sexual orientation
- 2.5 Criminal offence data will also need to be processed.
- 2.6 Only data relevant to the recruitment and approval process for Adopters, and the matching of these with children seeking adoption placements, will be collected and used

3. SPECIFIC RESPONSIBILITIES

- 3.1 In relation to the child level data it is proposed that each local authority will retain all responsibility for data recording, quality, and management information (including performance monitoring and all statutory reporting).
- 3.2 The current recording systems used for London Borough of Bexley, Kent County Council and Medway Council are Liquid Logic, Liberi (Liquid Logic) and Servelec's Framework-I respectively.
- 3.3 The data will be collected via self-referral from prospective adoptive parents who will provide their consent for the data processing and via Adoption Social Workers who will work with children and their families. In additional information will be sought from NHS Medical Advisers and personal references provided by the prospective Adopters.

4. TRANSFERS OF HISTORIC DATA

- 4.1 Staff will manually transfer the Adopter Data from Medway Council and the London Borough of Bexley to the Kent County Council Liquid Logic System (Liberi). Any new Adopters will be recorded onto the Liberi System from 01 November 2020.
- 4.2 When transferring data officers will be required to ensure deletion of any stored data during the transfer process.

5. PRIVACY NOTICE INFORMATION

- 5.1 Prospective Adopters will be aware that their data is to be recorded and used for the purpose of identifying a suitable match with a child awaiting adoption. From the Privacy Notice provided they will be aware of the requirements to process their data, what information will be held and how long it will be retained for.
- 5.2 A Privacy Notice will be provided to all existing and new Adopters at the commencement of the Adoption Partnership South East. Link to be added when the Adoption Partnership South East website has been set up. In addition to the website a copy of the Privacy Notice will be issued with other documentation when a ROI is received. All rights of the data subjects will be set out in the Privacy Notice for the Adoption Partnership South East which will be provided individually to each prospective and new adopter. Data Subjects are also able to make Subject Access Requests to disclose the information held by the Adoption Partnership South East.

6. TRAINING

Planned training on the use of systems to ensure compliance by the System Leads for the 3 Authorities pre project “go live”. Guidance to Staff on how to use the new system and share data appropriately. Properly train Staff and make them aware of potential privacy risks.

7. DATA ACCURACY

- 7.1 The right of access to the records by system users will be governed by the permission levels granted to Staff, and other system users. Data accuracy will be protected by independent checks undertaken by the CYPE Management Information & Intelligence Team, by Adoption Partnership South East Managers in their oversight and authorisation of Adopters records throughout the adoption recruitment and approval process, and through the use of performance monitoring data (at aggregated level) by the Partnership Board.
- 7.2 The quality of data will be measured on an ongoing basis through the provision of reports which identify error, gaps in data or incomplete processes outside of timescales.
- 7.3 The information held will be kept to the minimum required to ensure compliance with the Adoption Regulations and the reporting requirements of the Adoption and Special Guardianship Leadership Board and Ofsted.

SCHEDULE 4 - Partnership Board Terms of Reference

Partnership Board Representatives

Role	Title
Title of KCC representative:	Director, Integrated Children's Services (Social work) CYPE, Kent County Council
Title of KCC substitute representative:	Assistant Director of Corporate Parenting
Title of LBB representative:	Director of Children's Services
Title of LBB substitute representative:	Deputy Director
Title of MC representative:	Assistant Director of Children's Services
Title of MC substitute representative:	Head of Corporate Parenting

The Partnership Board may also invite non-voting advisory representatives, such as:

- Finance Leads for each Partner
- Chair of Quality Assurance Group
- Performance Lead for the Adoption Partnership South East
- Adopter representative
- Head of Adoption
- Assistant Director for each Partner
- Such other person(s) as deemed appropriate by the Partners.

SCHEDULE 5 - Financial Protocol

EXEMPT INFORMATION

SCHEDULE 6 - Head of Service

Contents:

1. Job Description
2. Person Specification
3. Section 113 Agreement

JOB DESCRIPTION

POST TITLE: Head of Service: Adoption Partnership South East

GRADE: KR 14

SERVICE AREA: Children Social Care

REPORTS TO: Adoption Partnership South East Executive Board via the Chair

MANAGES/SUPERVISES: Service Managers

PRIMARY JOB FUNCTION

To lead the ongoing development and delivery of an integrated, Regional Adoption Agency (Adoption Partnership South East) providing high quality Adoption services and improving performance and outcomes for children, adults and adopters across the Adoption Partnership South East footprint.

To collaborate with other Regional Adoption Agencies to champion Adoption practice and contribute to the strategic planning and delivery at both a local and national level.

To provide inspirational leadership to Staff within the Adoption Partnership South East and associated local authorities; promoting the value of permanence away from the family network and the benefits of adoption through the Adoption Partnership South East.

To develop the service to meet the needs of children with a plan for adoption and those who have been adopted, birth parents and adult adoptees by ensuring that practice is informed by the best evidence base.

To be the agency decision maker for Adopter's and fulfil the statutory responsibilities around adoption for the councils in the Regional Adoption Agency, including the monitoring and maintenance of all the DfE adoption indicators.

To lead and manage high performing and motivated Staff teams, ensuring that Staff are deployed commensurate to the needs and wishes of each local authority.

Act as the Lead Advisor by leading on internal and external reviews of adoption practice including Ofsted inspections within the Adoption Partnership South East itself and within the three local authorities.

To ensure that each local authority within the Adoption Partnership South East has a high functioning and flexible service that supports care planning within the case holding teams.

DUTIES AND RESPONSIBILITIES

1. To lead strategic development and service delivery within the Regional Adoption Agency and to work closely with the Adoption Partnership South East board to agree priorities for strategic development, service objectives, service delivery and policy and process changes.
2. Facilitate links and co-operation with other agencies including VAA's to deliver co-ordinated and effective services as part of a multi-agency approach
3. To take responsibility for promoting and safeguarding the welfare of children where adoption is the agreed care plan ensuring it meets local and national requirements.
4. Ensure that there is robust quality assurance of the work of the Regional Adoption Agency across all 3 authorities that regular and enough audits are undertaken, and performance targets tracked, and steps taken to ensure these are achieved.
5. Provide Leadership which will give Staff a clear vision, which inspires and motivates, ensuring they are all working together towards agreed objectives.
6. Provide high level advice and leadership when required to the Governance Board on any issue, operationally or strategically associated with the adoption of children and promotion of their wellbeing which might give rise to media attention or external scrutiny.
7. Set and measure ambitious targets that reflect the Regional Adoption Agency's vision and values to develop an outstanding provision, including service objectives that improve organisational effectiveness and service delivery.
8. To ensure the Adoption Partnership South East delivers improved services for each of the local authorities within the Adoption Partnership South East, including the recruitment of adopters, placement and matching activity and support for children, adopters and birth families.
9. To be accountable for a large and complex budget and to be responsible for effective deployment of resources to meet statutory and regulatory requirements, best practice standards and to develop opportunities for income streams and innovation.
10. To ensure effective communication and liaison with key individuals in Local Authority Partners including Elected Members, Chief Executives and Directors.

To produce reports/briefings to the Board, DfE and to individual local authorities as required, including Cabinet and other Elected Member forums.

11. To ensure effective communication, liaison and collaboration with other Adoption Partnership South East's, Joint Commissioning Boards, Health Providers, independent and voluntary sector providers in order to maximise opportunities for the Adoption Partnership South East.
12. To develop and model cultural change and promote communication that is clear, effective and transparent at all levels across Adoption Partnership South East services.
13. To ensure that service delivery meets the needs of older children, children with complex needs, sibling groups and children from black and visible minority communities.
14. To embed a strong leadership culture focusing on performance, driving continuous improvement and playing a key role in enabling and encouraging creative and productive networks to form.
15. To be responsible for commissioning and procurement of services, in conjunction with specialist commissioning and contracting staff, to ensure an appropriate range of high quality and effective services are available, as determined by needs analysis, in a manner which maximises opportunities, ensures operational delivery is in line with commissioning intentions and evidences value for money.
16. To be responsible for the co-ordination and production of timely and accurate data reports, providing analysis of the performance of the Adoption Partnership South East as a whole and of that of each constituent partner.
17. To be accountable for compliance with DfE expectations in terms of funding and reporting and to produce an annual business plan and a Regional Adoption Agency Annual Report.
18. To be responsible for, in partnership with each constituent partner, the effective recruitment and retention of Staff in the Adoption Partnership South East and to utilise the annual appraisal process, so that individual and service objectives are achieved.
19. To undertake other duties commensurate to the grade of the post.

ADDITIONAL:

- To use and assist others in the use of information technology systems to carry out duties in the most efficient and effective manner.
- To carry out duties and responsibilities in accordance with the council’s commitment to customer service excellence and ensure compliance with the customer care standards.
- To be committed to the Council’s core values of public service, quality, equality and empowerment and to demonstrate this commitment in the way duties are carried out.
- To ensure that duties are undertaken with due regard and compliance with the General Data Protection Regulations and other legislation.
- To carry out duties and responsibilities in accordance with the Council’s Health and Safety Policy and relevant Health and Safety legislation.
- At all times to carry out responsibilities/duties within the framework of the Council's Dignity for all Policy. (Equal Opportunities Policy).

PERSON SPECIFICATION

The following outlines the criteria for this post. Applicants who have a disability and who meet the criteria will be shortlisted. Applicants should describe in their application how they meet these criteria.

	CRITERIA
QUALIFICATIONS	Recognised social work qualification and registered with HCPC registration Relevant Management qualification or agreement to work towards achieving the Adoption Partnership South East Leaders Course
EXPERIENCE	Experience of operating at a senior level with leadership and management responsibilities for a range of operational teams and associated budgets Significant experience, knowledge and expertise in change management and service redesign particularly in Children’s services (adoption and permanency). Evidence of successful working across organisational boundaries and in partnership/collaboration at a local, sub regional and regional level. Ability to represent the Council externally, both professionally and in a leadership role.

	Experience of managing a large budget with a solid understanding of financial and budget management processes and systems
SKILLS AND ABILITIES	<p>Ability to lead by example, inspiring confidence and trust, tackling performance issues if they arise and creating a ‘can do’ culture.</p> <p>Ability to create strong networks and a culture which ensures systems and procedures are in place to promote stakeholder involvement and continuous improvement in the delivery and evaluation of services.</p> <p>Ability to analyse performance data and work with public agencies to identify themes and gaps in service provision to inform service planning. Ability to use a range of management tools and techniques to analyse and address problems and an ability to embed evidence based best practice in services</p> <p>Ability to lead a range of different teams, including multi-agency teams and deliver needs led services and positive outcomes.</p> <p>Ability to create and encourage a culture of innovation, flexibility and responsiveness to respond to swiftly changing priorities.</p>
KNOWLEDGE	<p>Extensive knowledge of adoption/ permanency and other aspects of Children’s Social Care, including relevant legislation and practice guidance.</p> <p>Awareness, understanding and commitment to the protection and safeguarding of children and young people and vulnerable adults</p>
BEHAVIOURS AND VALUES	<p>Values:</p> <p>Open</p> <p>Invite Contribution and Challenge</p> <p>Accountable</p>

FORM OF SECTION 113 AGREEMENT

This Agreement is made this day of 2020

BETWEEN

- 1) **The London Borough of Bexley** of Civic Offices, 2 Watling Street, Bexleyheath DA6 7AT (“LBB”); and
- 2) **The Kent County Council** of County Hall, Maidstone ME14 1XQ (“KCC”);
- 3) **Medway Council** of Gun Wharf, Dock Road, Chatham, ME4 4TR (“MC”);

Together (the “Partners”)

And

- 4) **Head of Adoption** of C/O KCC, County Hall, Maidstone ME14 1XQ (the “**Secondee**”);

Together (the “Parties”).

WHEREAS

- A. The Partners intend to form a regional adoption agency (the “**Adoption Partnership South East**”) and shall enter into a partnership agreement for the Adoption Partnership South East in and around the same time as this Agreement (the “**Partnership Agreement**”).
- B. Pursuant to the Local Authority (Goods and Services) Act 1970, the Partners may provide professional services to each other.
- C. Pursuant to section 113 of the Local Government Act 1972, the Partners have agreed for the services of an officer of KCC initially and the Lead Partner for the duration of the Partnership Agreement, to be placed at the disposal of LBB and MC and for that officer to be treated as an officer of LBB and MC pursuant to the Partnership Agreement.
- D. KCC employs the Secondee as the Head of the Adoption Partnership South East and the Partners have agreed to appoint her as the Head of Adoption and their officer under section 113 of the Local Government Act 1972. LBB and MC have requested and KCC has agreed, as the initial Lead Partner, to provide certain services to through the Secondee in accordance with the Partnership Agreement.
- E. The Secondee is therefore appointed by the Partners in accordance with the terms and conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise).

Agreement:	these terms and conditions;
Commencement Date:	01 November 2020;
Confidential Information:	<p>any information which has been designated as confidential by either of the Partners in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to:</p> <p>information which relates to the business, affairs, properties, assets, trading practices, developments, Intellectual Property Rights, personnel, customers and suppliers of any of the Partners;</p> <p>all personal data and sensitive personal data within the meaning of the Data Protection Act 2018; and</p> <p>any information specifically designated by any of the Partners to be commercially sensitive information;</p> <p>but excluding any Confidential Information required for the provision of the Services.</p>
Contract Price:	the amount payable by the Partners for the provision of the Services, calculated in accordance with the financial contributions set out in the Partnership Agreement for the salary costs of the Head of Adoption under the Employment Contract;
Employment Contract:	the contract of employment in place between the Seconded and the Lead Partner at the date of this Agreement (as may be amended from time to time);
Intellectual Property Rights:	means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
Lead Partner:	the Partner with lead partner responsibility as agreed by the Partners in accordance with the Partnership Agreement;

Partnership Board:	the governance board consisting of representatives for each Partner constituted under the Partnership Agreement;
Products:	all data, reports, databases, lists, plans, computer data, information and other documents together with any ideas or concepts which are generated, created, compiled or otherwise provided as part of, or as a result of the Services;
Secondment Period:	the period from the Commencement Date until the expiry or termination of this Agreement as set out in clause 2;
Services:	means the services be provided by the Lead Partner through the Secondee to fulfil the role of Head of Adoption;
Working Week:	Monday to Friday excluding public holidays and concessionary days in Kent;
Year:	a continuous twelve (12) calendar month period starting on the Commencement Date or any subsequent anniversary thereof.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 The schedules to this Agreement form part of (and are incorporated into) this Agreement.

2 COMMENCEMENT AND SECONDMENT PERIOD

- 2.1 The Agreement shall commence from the Commencement Date and shall continue for the duration of the Partnership Agreement unless terminated in accordance with clause 12.

3 SERVICES

- 3.1 The Lead Partner shall provide the Services to the Partners through the Secondee in accordance with the terms and conditions set out in this Agreement and the Partnership Agreement.
- 3.2 The Secondee will carry out such work at such time as is necessary according to the priority of needs of all the Partners and in accordance with her Employment Contract.

3.3 The Services will be provided by the Secondee with all reasonable skill and care.

4 SECONDEE'S EMPLOYMENT

4.1 For the avoidance of doubt, the Secondee shall remain an employee of the Lead Partner during the Secondment Period and the Employment Contract shall remain in force during that time.

4.2 The Secondee's line manager for day-to-day purposes during the period of secondment whilst working for the Partners will be as nominated by the Lead Partner, and the Employee agrees to accept such control.

4.3 The Partners shall provide the Lead Partner with such information and assistance as it may reasonably require carrying out its obligations as the Secondee's employer.

4.4 The Secondee shall continue to undertake work for the Lead Partner in accordance with the Employment Contract, during the Secondment Period.

5 PAYMENTS

5.1 The Lead Partner shall continue to pay the Secondee's salary and any allowances, provide any benefits due to the Secondee or her dependents, make any payments to third parties in relation to the Secondee and make any deductions that it is required to make from the Secondee's salary and other payments.

5.2 In consideration for the performance of the Services the Partners shall pay the Lead Partner their share of the Contract Price in accordance with this clause 5 and the Partnership Agreement.

5.3 The Lead Partner shall submit an invoice to the other Partners on a quarterly basis specifying the amount of payment due under this Agreement in relation to the previous quarter and the amount of any VAT due on the payment. Such invoices shall be payable by the Partners within 30 calendar days of receipt of the invoice.

5.4 The Lead Partner shall refund the Secondee all reasonable travel, accommodation and other expenses wholly, exclusively and necessarily incurred by the Secondee in the provision of the Services provided that such expenses are evidenced in such manner as the Lead Partner may specify from time to time.

6 PERFORMANCE REVIEWS AND MANAGEMENT

6.1 The Lead Partner shall continue to deal with any management issues concerning the Secondee during the Secondment Period, where relevant following consultation with the Partners.

6.2 The Partners will participate in performance reviews in relation to the Secondee under the Lead Partner's performance management scheme.

6.3 Performance appraisals of the Secondee will be conducted by the appropriate line manager in accordance with the employers' guidelines. Such meetings may be held jointly with an appropriate manager of the Partners.

- 6.4 During the Period of Secondment, the Secondee shall carry out all reasonable instructions of the Partners.
- 6.5 In the event that the Secondee's performance is not satisfactory the Lead Partner shall:
- 6.5.1 draw to the Secondee's attention at an early stage the areas of unsatisfactory performance;
 - 6.5.2 provide any support and training necessary to assist the Secondee to improve her performance.
 - 6.5.3 arrange a meeting between the parties, at which the Secondee will have a right to be accompanied, to consider whether the secondment should continue.
- 6.6 In the event of misconduct, the Lead Partner shall:
- 6.6.1 notify the other Partners in writing within seven days of the alleged misconduct occurring or being discovered;
 - 6.6.2 arrange a meeting of the Partnership Board to discuss how best to investigate the alleged misconduct, in accordance with any of the Lead Partner's relevant policies;
 - 6.6.3 arrange a meeting between the Partners, at which the Secondee will have the right to be accompanied, to consider whether the secondment should continue and whether the Secondee should be subject to disciplinary proceedings
- 6.7 The Partners shall provide any information, documentation, access to their premises and employees and assistance (including but not limited to giving witness evidence) to the Lead Partner to deal with any management issues concerning the Secondee whether under the Lead Partner's internal procedures or before any court of tribunal. The Partners will reimburse the reasonable costs and expenses incurred by the Lead Partner in doing so subject to the prior approval of Partnership Board.
- 6.8 Each of the Partners shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Secondment Period relating to the Secondee or her employment.

7 CONFLICTS OF INTEREST

- 7.1 The Secondee shall use reasonable endeavours to identify any actual or potential conflicts of interest between the Partners as soon as possible.
- 7.2 The Secondee shall disclose to the Partners any actual or potential conflicts of interest as soon as she becomes aware of them.
- 7.3 The Partners agree to adhere to the protocol attached at Schedule 1 in relation to any potential or actual conflicts identified in relation to this Agreement.

8 LEAVE

The Secondee shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the Employment Contract. The Secondee shall be subject to each Partner's notification procedures.

9 IT SYSTEMS

The Partners will co-operate in facilitating the most economic and efficient use of any computer equipment agreed to be used or shared in connection with the operation of this Agreement and the Secondee agrees to comply with the Lead Partner's Information Technology protocols and policies which shall be provided to the Secondee.

10 CONFIDENTIALITY

- 10.1 Subject to clause 10.2, the Secondee shall treat all Confidential Information belonging to either of the Partners which she receives, develops, acquires or obtains as a result of the provision of the Services or work carried out for the Partners under her Employment Contract as confidential and shall not disclose any Confidential Information belonging to one Partner to the another Partner.
- 10.2 For the avoidance of doubt the Secondee accepts that during the period of Secondment she may receive Confidential Information concerning any Partner or their clients or customers. Subject to clause 11 below the Secondee agrees to treat such information as secret and confidential and not to disclose such information without express written permission of the relevant Partner. This shall not include information, which is trivial or cannot reasonably be considered to be confidential.

11 INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF DOCUMENTS

- 11.1 All Intellectual Property Rights created by the Secondee in the provision of the Services shall belong to the Partners and the Secondee hereby assigns to the Partners such Intellectual Property Rights and all other rights capable of subsisting in the Products which are in existence now or which may be created in the future, throughout the world and in perpetuity.
- 11.2 All documents, manuals, hardware and software provided for the Secondee's use by the Lead Partner in relation to the provision of the Services, and any data or documents (including copies) produced, maintained or stored on the Lead Partner's computer systems or other electronic equipment (including mobile phones), shall remain the property of the Lead Partner.
- 11.3 Nothing in this Agreement shall prevent the sharing of and exchange of adoption services, research know-how and precedents developed, created and acquired by the Secondee on behalf of any of the Partners provided that no conflict of interest arises between the Partners in relation to it.

12 TERMINATION

- 12.1 This Agreement shall be co-terminus with the Partnership Agreement and notice given under the Partnership Agreement to terminate shall apply as notice to terminate this Agreement, whether or not the notice issued expressly refers to this Agreement.
- 12.1.1 The Lead Partner may terminate the Agreement with immediate effect without notice or payment in lieu of notice on the termination of the Employment Contract as a result of the Secondee's gross misconduct, resignation or retirement.

13 EFFECT OF TERMINATION

13.1 Where this Agreement is terminated:

- 13.1.1 the Parties shall be relieved from further performance of their obligations;
- 13.1.2 any rights and remedies to which any Party becomes entitled or subject before the termination shall remain effective;
- 13.1.3 notwithstanding the termination of the Agreement, the following clauses shall remain in full force and effect: 1 (Definitions and Interpretation), 10 (Confidentiality), 11 (Intellectual Property Rights), 12 (Termination), 13 (Effects of Termination), 14 (Liability), 15 (Dispute Resolution), 16 (Notices), 17 (Entire Agreement), 18 (Variations and Waiver), 19 (Counterparts), 20 (Contracts (Rights of Third Parties) Act 1999), 21 (Severability), 22 (No Partnership) and 23 (Law and Jurisdiction).

13.2 Upon termination of the Agreement howsoever arising the Secoundee shall, upon the request of the Lead Partner:

- 13.2.1 deliver to each Partner all documents (including, but not limited to, correspondence, lists of clients or customers, plans, drawings, accounts and other documents of whatsoever nature and all copies thereof, whether on paper, computer disc or otherwise) made, compiled or acquired by her as a result of the provision of the Services and relating to the business or affairs of the Partner or its residents, customers or suppliers and any other property of the Partner which is in their possession, custody, care or control;
- 13.2.2 irretrievably delete any information relating to the business of the Partners stored on any magnetic or optical disc or memory and all matter derived from such sources which is in their possession, custody, care or control outside the premises of the Lead Partner; and
- 13.2.3 confirm in writing and produce such evidence as is reasonable to prove compliance with her obligations under this clause 0.

14 LIABILITY

- 14.1 The Partners hereby agree to equally indemnify and keep equally indemnified each other, unless agreed otherwise by the Partnership Board, in respect of any employment related actions or claims by the Secoundee in connection with the Secondment, including but not limited to employment tribunal claims.
- 14.2 The Lead Partner will also ensure the Secoundee is covered by its professional indemnity insurance during the term of the Secondment.
- 14.3 The Lead Partner shall take out and maintain in full force with a reputable insurance company for the Secondment Period adequate insurance to cover any loss, injury and damage caused by or to the Secoundee in the course of providing the Services.
- 14.4 During the Secondment Period, the Partners shall fulfil all duties relating to the Secoundee's health, safety and welfare as if each were the Secoundee's employer and shall comply with the Lead Partner's reasonable requests in connection with its duties in relation to the Secoundee.

15 DISPUTE RESOLUTION

- 15.1 In the event that any dispute arises between any of the Parties in connection with this Agreement, the Parties in dispute shall, in the first instance, use their reasonable endeavours to resolve it amicably between themselves at a meeting to be held between the Seconded and the Partnership Board (as appropriate).
- 15.2 If the dispute is not resolved between the persons named in clause 15.1, the matter shall be referred to the Chief Executives in respect of the Partners (as appropriate).
- 15.3 Disputes remaining unresolved following such referral as in Clause 15.2 shall, if the Parties agree (and such agreement shall not be unreasonably withheld), be referred to non-binding mediation through the Centre for Effective Dispute Resolution.
- 15.4 In the event that the Parties do not agree to non-binding mediation pursuant to Clause 15.3 or if the dispute remains unresolved, the dispute shall be referred to the exclusive jurisdiction of the Courts of England pursuant to Clause 24 below.

16 NOTICES

- 16.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant Party at the address first written above for the time being marked for the attention of the relevant Partner's Director of Human Resources or equivalent officer. Any such notice shall be deemed to have been received:

16.1.1 if delivered personally, at the time of delivery; and

16.1.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

- 17 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

18 ENTIRE AGREEMENT

- 18.1 Each Party on behalf of itself acknowledges and agrees with the other Parties that:

18.1.1 this Agreement together with any documents referred to in it constitutes the entire agreement and understanding between the Parties and supersedes any previous agreement between them relating to the provision of the Services (which shall be deemed to have been terminated by mutual consent);

18.1.2 in entering into this Agreement neither they nor it has relied on any pre-contractual statement; and

18.1.3 the only remedy available to it for breach of this Agreement shall be for breach of contract under the terms of this Agreement and it shall have no right of action against any other party in respect of any pre-contractual statement.

- 18.2 Nothing in this Agreement shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

19 VARIATION AND WAIVER

- 19.1 No modification, variation or amendment to this Agreement shall be effective unless such modification, variation or amendment is in writing and has been signed by or on behalf of all Parties.
- 19.2 No forbearance or delay by any Party in enforcing its respective rights will prejudice or restrict the rights of that Party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

20 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

21 THIRD PARTY RIGHTS

- 21.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 21.2 No person other than the Parties shall have any rights under it and it shall not be enforceable by any person other than the Parties.

22 SEVERABILITY

If any provision of the Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision, all of which shall remain in full force and effect.

23 NO PARTNERSHIP

Nothing in this Agreement shall be taken as creating a partnership or joint venture between the Parties.

24 GOVERNING LAW AND JURISDICTION

- 24.1 This Agreement shall be governed by and construed in accordance with the law of England.
- 24.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

This Agreement has been entered into on the date stated herein

Signed for and on behalf of
THE LONDON BOROUGH OF BEXLEY

Signed:

Authorised Officer

Name:

Signed for and on behalf of
THE KENT COUNTY COUNCIL

Signed:

Authorised Officer

Name:

Signed for and on behalf of
MEDWAY COUNCIL

Signed:

Authorised Officer

Name:

Signed:.....

The Secondee

SCHEDULE 1: CONFLICT OF INTEREST PROTOCOL

1. The purpose of this protocol is to set out how the Parties would deal with any conflicts of interest which may arise as a result of the Agreement.
2. The Parties agree that, in addition to the requirements of this Protocol they will expressly observe and perform their obligations in relation to conflicts of interest under the general law but will specifically comply with the following:
 - 2.1. In the case of each Partner, any applicable Charter, statutory provision or standing orders.
 - 2.2. In the case of the Secondee her contract of employment, any rules of professional conduct that may be applicable to the Secondee's professional body status (if any) and any national or local code of practice applicable to employees of either authority from time to time.
3. Each Partner notes the Secondee's interest in the other Partners by virtue of this Agreement and the Partnership Agreement.
4. The Secondee shall not act as adviser to any decision maker or decision-making body of the Partners in relation to any of the following matters:
 - 4.1. any matter arising out of or in connection with this Agreement including its termination or extension;
 - 4.2. any matter being considered by a decision maker or decision-making body of the Partners which, if approved, could create a significant material benefit or detriment for or to another Partner;
 - 4.3. any matter in which the Secondee reasonably considers would be a breach of the rules of professional conduct for their professional body if any.
5. Where the Secondee is prevented from acting as a result of this provision she shall make suitable alternative arrangements for the provision of the advice.
6. Where any of the matters referred to in paragraph 4 are being discussed at a Partnership Board, Council, Cabinet, committee or sub-committee meeting of any Partner, the Parties agree that:
 - 6.1. the Secondee shall withdraw from the meeting once the relevant meeting has decided to take a vote and before such a vote is taken; and
 - 6.2. the Chairman of the meeting may in his absolute discretion require the Secondee to withdraw from the meeting while such matter is under consideration and she shall accordingly withdraw for such period.
7. The provisions of this protocol shall continue, so far as they are relevant, notwithstanding that the Agreement has terminated.

SCHEDULE 7 - Assets

Part 1 Facilities for Staff

1. Each member of Staff shall be provided with a laptop and phone technology in line with their employer's usual provision of equipment
2. The cost of laptops, phone technology will be met by the employing local authority
3. The cost of provision, support, maintenance and replacement of laptops will be met by the employing Partner

Part 2 Facilities to be provided by each Partner:

1. Access to the case management system
2. Training in the case management system and any other training deemed appropriate to enable this access for Staff as agreed with Head of Adoption and the Partnership Board.
3. Access to desk facilities in the adoption area of each partner authority.
4. Each local authority will seek permission for adoption Staff employed in one of the partner authorities to access their internet connection

Part 3 Authority Premises

The Partners shall provide accommodation as follows:

1. Premises - each partner will continue to provide office space
2. Accommodation for the cohort of Staff that will be employed by each local authority.
3. Accommodation is to provide appropriate working space and associated facilities and services, including telephones and bookable meeting rooms as shall be appropriate for delivery of the Service for the Term
4. Access to the accommodation to be in line with each local authority office policies

SCHEDULE 8 - Partnership Board Governance Arrangements

1. Establishment and Membership

- 1.1. The board shall be called the Partnership Board, the Partnership Board or the Board
- 1.2. These terms shall have effect from the first meeting of the Partnership Board.
- 1.3. The Partnership Board shall be constituted by the appointment of one representative from each Partner. Each Partner shall also appoint a substitute member to attend and vote at meetings of the Partnership Board in the absence of the appointed member.
- 1.4. The Head of Adoption will identify administrative support to the Partnership Board including:
 - Arranging the Partnership Board meetings;
 - Distributing agendas and papers;
 - Minute taking and distribution; and
 - Acting as secretariat to the Partnership Board

2. Purpose of the Board

- 2.1. The Partnership Board will be responsible for providing effective oversight of the Partnership Agreement. The Board will approve the Annual Report of the Adoption Partnership South East to be presented to the Partner Council's Cabinet Committees.
- 2.2. The Board will also enable effective overview and support for the collaborative working arrangements between the Voluntary Adoption Agencies (VAA's), Adopters and partner local authorities.
- 2.3. The Board will set at its first meeting and shall review the strategic objectives of the Adoption Partnership South East and monitor service delivery of the key priorities of the partnership, that is to:
 - 2.3.1. securing good and timely adoptive placements for children to avoid delay and unnecessary time spent in care;
 - 2.3.2. improve post-adoption support services to families who have adopted children from care;
 - 2.3.3. reduce the number of agencies that provide adoption services thereby improving efficiency & effectiveness;
 - 2.3.4. hold the delivery of Services to account, reviewing the risk sharing between the Partners through the Partnership Agreement.

3. Powers and responsibilities of the Partnership Board

3.1. The Partnership Board will and shall ensure that it does:

- 3.1.1. Provide a forum to discuss and agree strategic issues relating to the delivery of adoption services.
- 3.1.2. Provide a forum to discuss and agree future Pooled Budget setting.
- 3.1.3. Provide constructive support and challenge of the adoption system within the Bexley, Kent and Medway region, with reference to national best practice / emergent practice, to provide an opportunity for sharing, learning and continuous improvement.
- 3.1.4. Engage with national adoption services providers, voluntary adoption agencies and broader stakeholders, to inform regional service development.
- 3.1.5. Authorise the commissioning and initiation of new business cases and assess opportunities for future service development.
- 3.1.6. Confirm appropriate adjustments to the Contract Baseline regarding Target Performance Levels so that they are aligned with the updated Statistical Neighbour data.
- 3.1.7. Consider any changes to the services that arise out of proposals and ensure that they are dealt with as a Variation in accordance with the Partnership Agreement.
- 3.1.8. Contribute as necessary to Ofsted or other regulatory inspections or audits.
- 3.1.9. Agree the process and protocol for the recruiting a new Head of Adoption in the event of a vacancy.

4. Reporting and Monitoring

4.1. The Head of Adoption will provide the Partnership Board with a report on a regular basis to be agreed detailing summary management information as part of the performance monitoring agreement that will include:

- Service delivery performance; including local area performance
- Financial performance
- Audit and assurance activities

4.2. Partner Councils will individually provide the Partnership Board with a report on a quarterly basis detailing their Council's performance of the co-dependencies that will include:

- Key performance indicators relating to safeguarding pressures and overall children's services demand; and
- Pre-court proceedings activities and performance

4.3. Partner Councils will produce a joint update at a frequency to be agreed by the Partnership Board, on:

- Joint working arrangements
- Ofsted or other regulatory inspection readiness, including implementing measures required as a result of Ofsted audits.

5. Decision Making

5.1. The Partnership Board meeting must be attended by at least one representative from each Partner authority in accordance with Schedule 4 (Partnership Board), which shall include substitutes, in order to be quorate. Decisions shall be made by the unanimous decision of the representatives from each Partner authority attending a meeting in accordance with Schedule 4 (Partnership Board).

5.2. This cohort are primary funding partners and have shared responsibility for performance of adoption services as measured in published statutory performance information and in Ofsted inspection. They therefore form the voting members of the group.

5.3. In the event of a continuing dispute, the Board will refer to the formal dispute resolution process detailed within the Partnership Agreement.

6. Chair

6.1. A Partnership Board Representative as defined in Schedule 4 (Partnership Board) will Chair the Partnership Board and this role may be rotated at agreed intervals.

7. Third Sector Partner Involvement

7.1. Third Sector Partners may be invited to attend the Partnership Board at the discretion of the Partnership Board. The Lead Partner shall prepare a memorandum of understanding that shall be entered into by the Lead Partner and any Third Sector Partners and will set out the Third Sector Partner's role on the Partnership Board.

7.2. Third Sector Partners shall not be entitled to vote on any matters.

- 7.3. Third Sector Partners invited to attend the Partnership Board may be consulted on strategic direction, changes in legislation, guidance and policy development, reviews, service delivery including service improvements and best practice.
- 7.4. The Partners including the Head of Adoption may give due regard to and take into account the views expressed by the Third Sector Partners when coming to decisions.
- 7.5. For the avoidance of doubt, Third Sector Partners shall not be entitled to contribute to discussions regarding Financial Contributions, dispute resolution and detailed (as opposed to general) discussions around procurement or such other matters as agreed by the Partners.
- 7.6. The Third Sector Partners may be required to leave the Partnership Board meetings for some items on the agenda if in the opinion of the Partners the presence of the Third Sector Partner may prejudice or be perceived by others as prejudicing the proper and impartial conduct of a procurement, a grant award, legal action or litigation, disputes, budget setting or any other activity of the Adoption Partnership South East.
- 7.7. It is acknowledged that Third Sector Partners or organisations connected to the Third Sector Partners may under some circumstances generate income from the provision of services to the Lead Partner and other Partners that are connected to the Service. The Third Sector Partners acknowledge that they shall not be provided with any documentation or be entitled to be present during discussions at any meetings (including the Partnership Board meetings) involving a discussion, decision or details of any commissioning or procurement activity in relation to such services.
- 7.8. Third Sector Partners shall declare any interest that they may have in items on the agenda either in advance of the meeting of the Partnership Board or at the start of the meeting.

8. Service User Involvement

The Partnership Board shall actively consider the extent to which Service Users including birth parents, adopters and adoptees can be invited to attend and contribute to the Partnership Board meetings. Invites may be extended on either an ad-hoc or “standing” basis.

9. Quality Assurance group

- 9.1. The Partnership Board shall establish a Quality Assurance Group, which will be a sub-group of the Partnership Board. The Quality Assurance Group shall be responsible for monitoring performance and identifying performance issues at an early stage so that potential issues can be resolved in an efficient and effective manner. It will be responsible for holding all partners to account in respect of performance outcomes for children and adopters and financial management.
- 9.2. The precise details of the group, including roles & responsibilities will be determined by the Partnership Board.

10. Frequency of Board Meetings

The Board will meet bimonthly for the first 6 months following implementation, then move to quarterly meetings thereafter.

11. Annual review meeting

- 11.1. The Annual Review Meeting will be an expansion of the Partnership Board meeting. This meeting will act as the primary vehicle to discuss, further develop and agree the strategic and specific objectives for the year ahead.
- 11.2. The Annual Review meeting will be held in accordance with the terms detailed within the Partnership Agreement. Past performance will be reported, with summary of the highlights and lowlights of the year, but the focus will be on supporting the continued development of adoption services within Bexley, Kent and Medway, whilst ensuring alignment with partner organisation aims, objectives, and budgetary capacity.

SCHEDULE 9 - Implementation Plan

	Tasks, Activities & Milestones	Completion milestone
1.00	Executive Board	
1.01	Draft Final Business Case	Jan-20
1.02	Cabinet reports drafted and presented to 3 LA's Members forums	Apr-20
1.03	Draft Cabinet update report	Aug-20
1.04	Completion of supporting documents for Cabinet	Aug-20
1.05	Submission of papers for CLT/CMT	Aug-20
1.06	Presentation of Cabinet papers at CLT/CMT	Aug/Sept-20
1.07	Leaders briefing/meeting	Aug/Sept-20
1.08	Submission of papers for Cabinet	Sept/Oct-20
1.09	Cabinet Briefing	Sep-20
1.10	Public Cabinet	Sept/Oct-20
1.11	Present update report to Cabinet	Sept/Oct-20
1.12	Executive Board meetings	Oct-20
1.13	Establish a Partnership Board ahead of implementation	Oct-20
1.14	Each Partner to reflect officer delegations to Head of Adoption in their constitutional or similar documents.	Oct-20
2.00	Finance	
2.01	Agree Financial Envelope for Adoption Partnership South East through Executive Board	Apr-20
2.02	Confirm finalised staffing list and cost-up proposed structure	Apr-20
2.03	Identify non-transferable budget items	Apr-20
2.04	Agree non-staffing budgets to be included	Apr-20

2.05	Finalise process for recharging staffing to Adoption Partnership South East	Apr-20
2.06	Confirmation of assets relating to inter-agency fees and confirmation of liabilities	May-20
2.07	Identify list of anomalies between authorities (i.e. licences/subscriptions etc)	May-20
2.08	Establish funding arrangements for treatment of overheads	May-20
2.09	Agree budget review process and transfer mechanism	May-20
2.10	Agree approach to interagency fees	Jun-20
2.11	Agree formula-led approach for future funding	Jun-20
2.12	Completion of Finance Schedule for Partnership Agreement	May-20
3.00	HR	
3.01	Develop a HR workstream with HR Leads, HoS and Head of Adoption	Oct-19
3.02	Develop JD for Head of Adoption	Jan-20
3.03	Collate processes and identify process change work requirements	Feb-20
3.04	Staff Engagement Workshop(s) focusing on change process requirements (link in with L&D development/external facilitation)	Feb-20
3.05	Service model design, including management, team structure	Apr-20
3.06	Identify and agree the agreed structure and workstreams against the budget available	Apr-20
3.07	Informal Staff consultation	Apr-20
3.08	Identify any potential impacts on Staff that may require formal consultations	May-20
3.09	Sign off for Head of Adoption JD	Mar-20

3.10	Develop and agree Recruitment protocols for pre & post 'go live'	Mar-20
3.11	Clarify, develop and reach agreement around Governance Protocols	Mar-20
3.12	Review JD's/T&C's/Contracts across all 3 Partners to ensure clarity on Staff terms and working practices etc	Mar-20
3.13	Identify and develop any further JD's as required	Mar-20
3.14	Generic JD's across function developed and agreed	Apr-20
3.15	Undertake Staffing Equality Impact Assessment	Apr-20
3.16	Detail of each team's work	May-20
3.17	Preparation of Consultation pack	Jun-20
3.18	Written confirmation of HoS	Jun-20
3.19	Consultation with Staff/Unions	Jun-20
3.20	Internal recruitment of Service Manager - expressions of interest to run alongside preference process	Jul-20
3.21	Write out to Staff requesting expressions of interest of preference selection	Aug-20
3.22	Matching of preferences to roles	Aug-20
3.23	Ongoing Staff engagement/Team Building requirements identified and developed	Oct-20
3.24	Implement changes	Oct-20
4.00	Legal & Data Governance	
4.01	Report and briefing to Executive Board	Jan-20
4.02	Meet with the three legal leads	Feb-20
4.03	Design governance structure	Feb-20
4.04	Executive Board sign off proposed governance structure	Mar-20

4.05	Drafting of legal partnership	Apr-20
4.06	Confirm arrangements for hot desking facilities as part of the Assets Schedule	Jun-20
4.07	Seek final instructions from clients and make necessary amendments to PA	Jun-20
4.08	Issue updated PA and complete set of Schedules	Jun-20
4.09	Finalise Partnership Agreement	Jul-20
4.10	Executive Board sign off Partnership Agreement	Jul-20
5.00	Communication	
5.01	Establish Comms working group	Oct-19
5.02	Identify all partner / external stakeholders	Dec-19
5.03	Meeting with stakeholders (Executive Board) to agree branding and commissioning brief	Jan-20
5.04	Establish communication with adopter forum	Jan-20
5.05	Establish meeting with Comms Leads across the Adoption Partnership South East	Feb-20
5.06	Comms team identify workplan required	Apr-20
5.07	Brand artwork concept signed off	Apr-20
5.08	Review channels and comms, including adoption events	May-20
5.09	Agree commissioning brief for comms workstreams	Jun-20
5.10	Procurement of web agency	Jul-20
5.11	Website development to begin	Jul-20
5.12	Photography and copy to be completed	Aug-20
5.13	Website development completed	Sep-20
5.14	User Acceptance Testing (UAT) to begin	Sep-20

5.15	Final Sign off of website	Oct-20
5.16	Website launch	Oct-20
5.17	Internal comms within the 3 wider councils	Oct-20
5.18	Material reprinted	Oct-20
5.19	Social Media campaign to publicise launch	Oct-20
5.20	Other PR and marketing activity publicising launch	Oct-20
5.21	Ongoing engagement with Staff across all three LA's and adopter advisory board	Oct-20
6.00	Management of information / Performance / IT	
6.01	Develop schedule of required performance	Oct-19
6.02	Develop single dashboard	Dec-19
6.03	Identification of changes required to Liberi system	Jan-20
6.04	Commissioning brief with Cantium Business Solutions to support the Adoption Partnership South East, including creation of a SharePoint site with the required firewall permissions to all external users to access it	Jun-20
6.05	Sign off of Cantium commissioning brief for Phase 1 IT solution	Jun-20
6.06	Establish any associated costs with maintaining the SharePoint site and access and seek approval to proceed	Jun-20
6.07	Drafting of privacy notice	Jul-20
6.08	Agree and Sign off privacy notice	Jul-20
6.09	Completion of the Data Protection Impact Assessment (DPIA)	Jul-20
6.10	Data Sharing agreement	Jul-20
6.11	Establish a data lake process to hold the imported data from Medway and Bexley	Jul-20

6.12	Develop the export templates	Jul-20
6.13	Report Development for Adoption Partnership South East - Adopters	Jul-20
6.14	Provisional allocation in budget to pay for ongoing support from Cantium Business	Jul-20
6.15	Identify and commission IT solution phase 2 for Post Adoption Support (Case Records)	Jul-20
6.16	Provisional testing of the process	Aug-20
6.17	Create the necessary workspace and reports with power BI	Aug-20
6.18	Training for Bexley & Medway adoption social workers on Liberi Adopters pathway	Sep-20
6.19	Changes being operational	Sep-20
6.20	Training/workshop for existing Kent staff on any changes	Sep-20
6.21	Begin cross LA quality assurance meetings	Oct-20
6.22	Initial collation of adopter data from Medway and Bexley for 1st validation check	Oct-20
6.23	Manual input of 80 Adopter records at various stages including associated documents and approval	Oct-20
6.24	Kent Management information & Intelligence team to maintain the reports and manage the import of the data	Oct-20
6.25	Ongoing submission for ASGLB for Adopters on behalf of Adoption Partnership South East	Oct-20
7.00	Operational Practice	
7.01	Adoption Panels	
7.01a	Establish a working group to Review existing panels across all 3 LA's	Jan-20
7.01b	Agree Adoption Partnership South East Panel structure, number and process for reconfiguration	Jan-20
7.01c	Agree staffing level required and the structure	Jan-20

7.01d	Advise Panel Chairs & ADM's of revised structure	Feb-20
7.01e	Share plans with Designated Doctors & Medical Advisers	Feb-20
7.01f	Begin process to give existing panel members notice	Jul-20
7.01g	Undertake interview for newly configured panels	Aug-20
7.01h	Alignment of three LA's adoption panels	Sep-20
7.01i	Commence new panel process	Oct-20
7.02	Recruitment & Assessment	
7.02a	Establish a working group to review current practices in relation to R&A	Jan-20
7.02b	Differences identified and working group recommendations to Head of Adoption	Jan-20
7.02c	One route into Adoption Partnership South East for prospective adopters agreed by Team Managers/HoS	Jan-20
7.02d	Information shared with Staff within the Adoption Partnership South East and the Comms Team to inform the development of the website	Feb-20
7.02e	Sub-group focusing on Stage 2 pre training established and running	Feb-20
7.02f	Go live' for all newly recruited adopters as Adoption Partnership South East adopters	Apr-20
7.03	Early Permanence & Family Finding	
7.03a	Review all children across Adoption Partnership South East subject to a PO & create profiles	Jan-20
7.03b	Hold a profiling event to share profiles of children with approved adopters and those in Stage 2 across the 3 LA	Jan-20
7.03c	Establish working group to review current practices	Jan-20
7.03d	Agree a process to be used across Adoption Partnership South East	Jun-20
7.03e	Network with IRO/CIC Teams/other professional stakeholders	Oct-20

8.00	Commissioning - Post Adoption Support	
8.01	Assessment of existing contractual arrangements across all 3 authorities including performance data and funding commitments	Apr-20
8.02	Adopter Survey designed, tested and distributed	May-20
8.03	Project / forecast of need / liaise with analytics teams	Jun-20
8.04	Report to executive board on diagnostic report and performance data of commissioned services and suitability of existing services or requirements for alternative arrangements	Jun-20
8.05	Develop commissioning options including business case development	Sep-20
8.06	Present businesses case with recommended future commissioning options through to Partnership Board	Sep-20
8.07	Begin planning & implementation of preferred service offer	Sep-20
9.00	Policies & Procedures	
9.01	Completion of Equality Impact Assessment (EqIA)	Jun-20
9.02	Review of Adoption Partnership South East policies and procedures	Jun-20
9.03	Establish complaints process	Jun-20
9.04	Development of Adoption Partnership South East statement of purpose	Sep-20
9.05	Updating of policies and procedure on TriX	Oct-20

SCHEDULE 10- Adoption Panels

Adoption Partnership Adoption Partnership South East - Proposed changes to ADM and Adoption Panels within Bexley, Kent & Medway

Adoption Partnership Adoption Partnership South East - Proposed changes to ADM and Adoption Panels within Bexley, Kent & Medway

Summary

In March 2016, the government announced changes to the delivery of adoption services setting a very clear direction that all local authorities' adoption services must be delivered on a regionalised basis by 2020. Discussions regarding the development of Adoption Partnership South East have been taking place with London Borough of Bexley, Kent County Council and Medway Council since 2016. There is agreement that the Adoption Partnership South East will be developed, and a Legal Partnership will be established between the three local authorities to underpin the work and ensure clear lines of accountability and governance.

Background

The DfE have stipulated that there needs to be a single line of accountability for functions that sit within the Adoption Partnership South East:

DfE expect that the Adoption Partnership South East is responsible for:

- Delivering all functions in relation to adopter recruitment, preparation and approval
- Providing expert advice on the matches available

The LA retains accountability for:

- Permanency planning/decisions
- ADM for match

Implementation of aligned panel activity and Agency Decision Making (ADM) for children's plans

1. A working group, consisting of Team Managers from across Bexley, Kent & Medway has met several times and agreed that one Panel Team would meet the needs of the region in relation to ADMs and adoption panels.
2. Panels will cover the Adoption Partnership region. These will be centralised and will be known as the Regions Panels, rather than panels specifically relating to Bexley, Kent or Medway. Panels will be held centrally and may be held virtually. There will be no extra financial costs incurred by using a specific venue.
3. Alignment of the three local authority adoption panels.
4. The Panel Team will consist of one Team Manager and Panel Advisors who will support all 3 Local Authorities and the Head of Adoption.
5. Panel Advisors will work across the region.

6. Panel Advisers will be experienced senior social workers who have extensive experience of adoption legislation and practices plus children & family's legal proceedings.
7. ADM for children's care plans and matches will remain with the Local Authority ADM.
8. Panel Advisers will provide support to ADMs to ensure they are fully briefed on the needs of the child and receive the necessary information they require to make an informed decision regarding their care plan.
9. In respect of panels and children's matches, Bexley and Medway will each identify one ADM and one Kent Assistant Director will be assigned to each panel to agree 'matches' on behalf of Kent children.
10. Panel Advisers will provide advice and support to ADMs in relation to matches for children.
11. Children's matches will be presented to the first available panel, to ensure timely decision making and progression of children's plans.
12. Panels will hear a mixture of adopter approvals and children's matches.
13. Decision making for prospective adopters will sit within the Adoption Partnership South East and be undertaken by the Head of Adoption or delegated to another Senior Officer within the employing authority.
14. Panel Advisers will provide the necessary support to the Head of Adoption, in order to ensure appropriate decisions are made in relation to adopter approvals.

Panel Membership

1. The Partners may appoint councillors to sit on adoption panels.
2. In order to move to a centralised panel process, there will be a complete review of the panel membership. Existing panel members will be notified in writing of the proposed changes to the panel arrangements.
3. Independent panel members will be given notice and invited to submit expressions of interest if they wish to remain a panel member.
4. Interviews will be held by Managers from within the three local authority adoption teams.
5. New fixed term contracts will be drafted to ensure panel membership remains 'fresh' and there is opportunity to bring in new members as is felt appropriate and necessary.
6. Payment for all independent panel members, including Panel Chairs will be reviewed.

Business Support

1. It is anticipated that Business Support will remain located within their current teams under the line management of their respective local authority team supervisor.
2. Business support/administrator's will be expected to travel to support one panel each and there is scope to be flexible with work bases.
3. All panels will be paperless so papers will be uploaded on to SharePoint and panel members will access them via this route.
4. Panel members will be provided with login access.
5. ADM dates for potential 'matches' will be booked in calendars at the time the 'match' is booked on to a panel to ensure a timely decision.

Medical Adviser Support

The Designated Doctor for Looked After Children, Kent and Medway had led on consultation with Medical Advisers across the region and has outlined how Medical Advisers support will be offered:

1. There will be no change to the way medical advice is prepared regarding children. Medical Advisers will continue to provide children's reports and a record of information given to prospective adopters at the agreed standard set out in Adoption regulations.
2. All Medical Advisers are full Adoption Panel members and there will be no change in this aspect of their involvement.
3. The children and applicants presented at a Panel may not be those known to the sitting Medical Adviser.
4. There will need to be a clear 'Named Medical Adviser' for each case across the region.
5. At the Adoption Panel, the Medical Adviser will need to provide generic medical advice and a continued quality assurance role. They will not be able to add to the specific medical advice regarding a child or applicant unless known to them.
6. There will be a new signed confidentiality agreement between Medical Advisers and the local authorities involved in the Adoption Partnership South East partnership.

SCHEDULE 11- Complaints Handling Protocol



Regional Adoption Agency - Joint Working Protocol

Responding to Complaints

Partners that have signed up to this protocol are:

- London Borough of Bexley (LLB)
- Kent County Council (KCC)
- Medway Council (MC)

PRINCIPLES

The overarching principle for this joint working protocol will be to support the Education and Adoption Act 2016, with the creation of a Regional Adoption Agency (Adoption Partnership South East) and focus always on resolving complaints relating to the Adoption Partnership South East as quickly and as effectively as possible. Ensuring that statutory and local complaints procedures are followed, and all work will be undertaken with due regard to the agreement, understanding and acceptance of the complainant and aim to provide one co-ordinated and compassionate response wherever possible.

1. Receipt of complaints

Complaints about the Regional Adoption Agency (Adoption Partnership South East) or adoption process

Each Partner will aim to forward by email any complaints about the adoption process, and not relating solely to the care of an individual child(ren), to KCC's Children's Complaints and Customer Care Team (cscomplaints@kent.gov.uk) within two working days of obtaining the complainant's consent to share the complaint with KCC.

Each new complaint will be bland acknowledged at source of receipt by the recipient local authority within 2 working days. The complainant should be advised that their complaint needs to be passed to KCC for handling on behalf of the Adoption Partnership South East. Consent should be promptly sought from the complainant so that the complaint can be shared, and a response provided.

KCC Children's Complaints and Customer Care Team will assess each new complaint to determine the most appropriate local or statutory procedure for progressing the complaint and ensure that the recipient local authority is aware of the procedure being used. A formal acknowledgement will be sent to the complainant by KCC within three working days of the complaint being received from the recipient Partner, advising them which process is being used and an expected timescale within which a response will be provided and including details of the Adoption Partnership South East Customer Feedback Privacy Notice.

Complaints about the management of a child's case

Each Partner will be responsible for the handling of complaints relating solely to the work of local children's social work teams. Complaints will be managed by the respective local authority and in line with the appropriate local or statutory procedures.

2. Responding to complaints

KCC will lead on the handling and management of complaints relating to the Adoption Partnership South East and, where required, liaise with the Complaints Manager/Team of the respective Partner in developing a suitable response.

Responses should be provided within a maximum of 20 working days, unless there is valid reason why this cannot be achieved. Complainants should be kept informed of time frames. Where there is multi-agency involvement a timescale will be agreed by negotiation, it is recognised that multi-agency investigations take longer to respond to. If issues arise with meeting time frames it may be necessary to send separate responses to complainants; this should be in negotiation with the complainant and would be as a last resort.

The Head of Adoption will be responsible for responding to all complaints about the agency. All complaint responses must be approved and signed by the Head of Adoption.

3. Next steps

Statutory Children Act complaints procedure

Complaints accepted through the Children Act statutory complaints procedure will be escalated through each stage as appropriate.

At Stage 2, in line with the statutory requirements of the procedure, the KCC Children's Complaints and Customer Care Team will appoint an Investigating Officer and ensure that the investigation is overseen by an Independent Person. The investigation must be completed within 65 working days.

A nominated representative from the Partnership Board will take on the role of Adjudicating Officer at Stage 2 and respond to the findings of the Stage 2 investigation.

The KCC Children's Complaints and Customer Care Team will take responsibility for facilitating and servicing an independent Review Panel at Stage 3 of the process. The Review Panel must be held within 30 working days of being requested.

The Partnership Board will be responsible for providing a response to the findings of a Stage 3 Review Panel. The Adoption Partnership South East must respond to the findings within 15 working days of the Panel outcome being shared with the complainant.

If a complainant remains dissatisfied with the outcome of the independent Stage 3 Review Panel, they will be advised that they have a right to request further consideration of their complaint by the Local Government and Social Care Ombudsman.

Local complaints procedure

If a complainant is dissatisfied with the response or outcome of a complaint that has followed the local complaints procedure, they have a right to request a review by the Partnership Board. The Partnership Board consists of representatives from each LA - Director, Integrated Children's Services (Social Work) CYPE, Kent County Council; Director of Children's Services, London Borough of Bexley; Assistant Director of Children's Services, Medway Council. All requests for escalation must be made via the KCC Children's Complaints and Customer Care Team. If requests are received elsewhere then these must be passed to the KCC Children's Complaints and Customer Care Team without delay.

Reviews of complaints by the Partnership Board should be completed within 30 working days from when escalation is requested by the complainant. This can be completed outside of the regular schedule for Board meetings if delays would impact on compliance with timescales.

The KCC Children's Complaints and Customer Care Team will prepare all relevant information for distribution to the Partnership Board, including the original complaint and response from the Head of Adoption.

The outcome of the Adoption Partnership South East Board review will be communicated to the complainant via the KCC Children's Complaints and Customer Care Team. A copy of the response will be shared with the Head of the Adoption.

If a complainant remains dissatisfied with the outcome of the review by the Partnership Board, they will be advised that they have a right to request further consideration of their complaint by the Local Government and Social Care Ombudsman.

4. Outcomes

Each quarter the Head of Adoption will be provided with performance data by the KCC Complaints Manager, for inclusion in the quarterly performance report for the Partnership Board. The data will include a summary of complaints received, response

times, outcomes, any identified learning, and details of any changes implemented to address identified learning.

5. Data Protection and Information Sharing

Consent should be sought from the complainant(s) before sharing their complaint with KCC. The complainant should be advised that without consent their complaint cannot be addressed. Consent must be confirmed clearly in writing, either electronically or by hand.

Complainants should be made aware of the Adoption Partnership South East Customer Feedback Privacy Statement and provided with a copy on request.

All three Partners are required to take steps to ensure that information used in the handling of complaints for the Adoption Partnership South East is compliant with Data Protection Legislation, and fulfil the requirements of the Adoption Partnership South East 'Information Sharing Protocol' (Schedule 3 of the Partnership Agreement) or any subsequent data sharing agreement.

To ensure data is safe from unauthorised use, access, loss or disclosure, information should be provided and treated as confidential, with access to the data limited to only those employees who require access to it for the agreed purpose.

Each Partner is required to co-operate fully in responding to all subject access or FOIA requests which may be received from the subjects of the data.

Any information security incident relating to data held for the purposes of handling complaints for the Adoption Partnership South East must be reported to the appropriate Data Controller and the Head of Adoption within 24 hours of discovering or becoming aware of any such incident.

PRINCIPLES IN ACTION

1 Lead Partner

Each respective Partner will take responsibility for identifying and sharing complaints which relate to the Adoption Partnership South East/adoption process and for issuing an initial brief acknowledgement within the regulation timescale of three working days. This acknowledgment will inform the complainant that the complaint will be managed by KCC.

KCC will be the Lead Partner on all complaints which relate either wholly or in part to the Adoption Partnership South East.

2 Complaint planning

Where a complaint crosses both the Adoption Partnership South East and the social work team responsible for the child(ren) involved, a joint complaint response will be provided. It is expected that each Partner thoroughly investigates and provides a full and coherent response to aspects of the complaint relating to them.

3. Communication

All Partners agree to communicate effectively with each other and also with relevant staff in their organisation to ensure that complaints are responded to within the agreed timescale.

4. Consent

In line with Data Protection Legislation requirements, the recipient Partner will be required to seek consent from the complainant to share their concerns with KCC, particularly when the complaint involves the Adoption Partnership South East and the local children's social work team. This should be sought as quickly as possible to avoid any delay in providing a response.

Summary of the Process - for the Lead Partner:

- 1 Receive complaint
- 2 Acknowledge complaint.
- 3 Agree complaint plan confirming which part of the complaint will be answered by each Partner and set time frame
- 4 Agree timeframe with other Partner leads
- 5 Communicate with complainant, including review if necessary
- 6 Receive all responses
- 7 Compile joint response and clarify any contradictions
- 8 Share draft response with other Partners as necessary
- 9 Send response to complainant and copy to other Partners

CROSS ORGANISATION CASES: Practical response for local resolution

1. Receive complaint - The recipient local authority contacts the complainant, acknowledges receipt and obtains consent for the issues to be discussed with KCC. The complainant should be informed that this is to enable the provision of a full response. Consent must be obtained before documentation is passed over.

2. Sharing complaint - Evidence of consent must be sought and this should be provided to KCC upon receipt.

3. Develop complaint plan - Agreement should take place between the recipient local authority and KCC and a complaint plan agreed, confirming which issues each local authority will respond to and the timeframe.

Ideally an agreement is to be reached with the aim of providing one response covering all issues raised. KCC will endeavour to seek clarification where separate responses are contradictory. If it is agreed by all parties that one joined up response is not the best approach, this should be noted in the record and the reasons for the alternative approach must be clearly documented and communicated to the complainant. This should be reviewed as the complaint progresses.

4. Preparing joint response - KCC collates the respective responses and combines them into one cohesive single letter. If written information is requested, this should be provided electronically, in a Word document wherever possible, to incorporate into the complaint response letter.

KCC must be notified as soon as possible if a time frame cannot be achieved and agreement reached about the best course of action and this must be communicated to the complainant.

5. Finalising joint response - KCC is responsible for ensuring that the final letter sent to the complainant is in a consistent style and appropriate format. KCC is responsible for providing a copy of any correspondence with the complainant to all Partner's involved including a draft response for agreement and time to review. Any further actions must be taken forward by the relevant Partner.

Each Complaint Lead is responsible for promoting the joint working protocols within their own organisation. To assist with the operation of the protocols, it is important that Partners route their contacts and enquiries with each other through the Complaints teams. Timeframes will be required to be consistent.

END OF DOCUMENT