

**BY SUBMITTING THIS REPORT TO THE CABINET OFFICE, I, SARAH MCGILL, CORPORATE DIRECTOR – PEOPLE AND COMMUNITIES AM CONFIRMING THAT THE RELEVANT CABINET MEMBER(S) ARE BRIEFED ON THIS REPORT**

**CARDIFF COUNCIL  
CYNGOR CAERDYDD**

Appendix A

**CABINET MEETING: 10 MARCH 2022**

---

**NATIONAL ADOPTION SERVICE FOR WALES / FOSTER WALES:  
JOINT COMMITTEE AGREEMENT AND HOSTING ARRANGEMENTS BY CARDIFF COUNCIL**

**CHILDREN & FAMILIES (COUNCILLOR GRAHAM HINCHEY)  
AGENDA ITEM: 4**

---

**Reason for this Report**

1. To formally approve Cardiff Council's commitment to the proposed Joint Committee for the National Adoption Service and Foster Wales
2. To agree the continuation of the hosting arrangement by Cardiff Council for the national and co-ordinating functions of the National Adoption Service for Wales (NAS) through its Central Team.

**Background**

3. NAS was created to improve adoption services in Wales by ensuring consistent, good quality services are available in all parts of the country. For some time, the responsibility for developing national arrangements to support the National Fostering Framework (NNF) has been taken forward by the Director of Operations for NAS and this will continue for Foster Wales (FW) which has emerged from that programme.
4. The Welsh Local Government Association (WLGA), alongside the Association of Directors of Social Services Cymru (ADSS-C), are the lead bodies for NAS.

5. In line with the requirement in the Welsh Government 'Directions' there has to be a 'Host' local authority for NAS. A competitive process was undertaken in 2014 and Cardiff Council was successful in securing the nomination to take on the hosting role. Cabinet confirmed its acceptance of the Nomination in July 2014.
6. NAS has its own governance arrangements, outside of the Council, and a Governance Board. The role of the Governance Board is to provide strategic direction and decision making to assure the improvement of adoption services across Wales. The full range of the Board's responsibilities and functions are laid out in the Directions (Appendix One) and Terms of Reference (Appendix Two). NAS is also required to report in writing to Welsh Ministers twice each year. More recently similar arrangements for pan Wales involvement of senior officers in the governance of Foster Wales have been put in place; there are no Regulations or Directions underpinning Foster Wales.
7. The NAS Director and small team are employed by Cardiff Council and are currently based in an office in County Hall; this comprises of 12 posts (4 part time), recently increased to accommodate the national functions for fostering.

#### **Establishment of a Joint Committee**

8. WLGA are proposing the establishment of a Joint Committee on behalf of the 22 Welsh Local Authorities. This will enable local authorities to exercise their joint powers for the provision of the national and co-ordinating functions of the National Adoption Service for Wales (NAS) and Foster Wales (FW). The proposed governance structure is presented diagrammatically and with a narrative in Appendix three.
9. The Joint Committee will provide the mechanism for all Welsh local authorities to discharge an executive and oversight role for NAS and FW. It will approve / receive:
  - The Annual Report of NAS and of Foster Wales;
  - The annual programme of work for the NAS and for Foster Wales;
  - The budget for the office of the Director and national work for NAS and for FW; and
  - The agreement, and any changes to the agreement, for the host authority support of the office of the Director and national work for NAS and FW.
10. The Joint Committee Agreement is included at appendix four; this is currently with all local authorities across Wales for signing. It is proposed that Cardiff Council will sign as a member of the NAS collaborative. In doing so it is also agreeing to the continuation of its role as host local authority.
11. Specific clauses of the Joint Committee Agreement provide the framework for a detailed separate 'hosting agreement'. It sets out the

arrangements for the appointment of the Host Council and its role, resourcing, shared liabilities, areas of responsibility, duration, variation / termination and dispute resolution. The Joint Committee will oversee the agreement upon which Cardiff Council (or any other local authority) provides the hosting arrangement.

### **Hosting the NAS Central Team**

12. As noted earlier, Cardiff Council was successful in securing the nomination to take on the hosting role which was confirmed by Cabinet in July 2014.
13. Cardiff Council's role as host authority has recently been reconfirmed through a Partnership Agreement signed by all 22 Welsh local authorities (Appendix five).
14. The Host Authority is represented on the NAS Governance Board politically through the Cabinet Member for Children's Services. There is an option for the Director of Social Services and legal services to attend the Governance Board.
15. The role of the Host Authority includes appointing the NAS Director and central team staff as well as supporting and enabling the national level functions many of which are outlined in the 'Directions'.
16. The central team and national functions for NAS are funded via the WLGA. This includes a small 'top slice' from the local government Revenue Support Grant (RSG) and any other funding made available for the service from time to time, mainly Welsh Government grant aid. A similar arrangement is in place for Foster Wales. The 'top slice' is agreed by the relevant WLGA committee prior to the remainder of the RSG being allocated to local authorities.
17. Since 2015, NAS have managed the Adoption Register for Wales under contract from the Welsh Government.
18. Cardiff Council's hosting of the central team is to enable it to fulfil its functions. The hosting service provided includes the following:
  - Employer of the NAS team
  - Office space;
  - Use of IT systems and databases, including provision of a separate email domain and support to commission a stand-alone websites;
  - Finance / accounting services;
  - Information security;
  - Human Resource advice and support; and
  - Provision of legal advice and support with commissioning and procurement when required.
19. The Director of Operations and central team fulfil a range of functions related to leadership, management and oversight of the National Adoption Service and Foster Wales. They include the following:

- Promotion of adoption / fostering, including national public relations and marketing and the provision of the 'face and voice' of adoption / fostering in Wales.
- Stakeholder and relationship management with allied services and organisations in Wales and UK, Ministers and Welsh Government.
- Providing leadership to set the direction following engagement with partners and stakeholders.
- Maintaining performance frameworks and reviewing progress.
- Providing annual and mid-year reports each year.
- Promotion of best practice and a culture of continuous improvement throughout the NAS.
- Securing appropriate resourcing through new / additional finance.
- Strategic commissioning.

## **Issues**

20. Cardiff Council has supported NAS as host authority since 2014. It was always the intention to secure this arrangement with a detailed hosting agreement. This has taken some time due to the complex and developing nature of the NAS and latterly the inclusion of NFF / FW arrangements.
21. The work to finalise a detailed hosting agreement is well underway, led by senior officers and legal services of the Council. WLGA on behalf of all local authorities and the NAS / FW Director have been involved as necessary. It will also be formally agreed by all Councils at the first meeting of the Joint Committee.
22. The NAS Partnership agreement is reviewed on a 5 year cycle. It is therefore proposed that the hosting agreement with Cardiff Council should also be for a concurrent period of 5 years.

## **Reason for Recommendations**

23. The Joint Committee Agreement and the formal Hosting Agreement will put the existing arrangements onto a more formal footing and provide greater clarity and certainty for the Council, WLGA, Welsh local authorities as well as for NAS and FW. The establishment of a joint Committee will provide an ongoing mechanism for review and re-negotiation should that be required.

## **Financial Implications**

24. The Funding for the National Adoption Service and Fostering Wales is provided from the WLGA via a top slice of the Rate Support Grant plus some direct funding from the Welsh Government via grant mechanisms. The hosting agreement will look to ensure that Cardiff Council as host does not incur any additional cost in relation to hosting the provision of the services but that the charging mechanism is on a cost recovery only basis.

25. The requirements of the new entity are such that it is unclear at this stage what the actual cost of the hosting arrangements will be and the dialogue that is already underway will be concluded by agreeing estimated charges for the first year. It is strongly advised that transparent two way communication between provider and client is maintained throughout the first year so that the actual levels of service are mutually understood and costs are adjusted accordingly.

### **Legal Implications**

26. Pursuant to the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions (2015 No.12) ('The Directions'), Local authorities in Wales are required to ensure that effective joint arrangements are in place between local authorities in Wales for the delivery of adoption services at a; national level, regional level and local level. This report relates to the arrangements at a national level. It is proposed that the arrangements will be effected through the establishment of a joint committee. An agreement for the establishment of a joint committee for the National Adoption Service ('the Agreement') has been prepared and is set out in appendix 4 to the report. It is not possible in the confines of these legal implications to go through each clause of the Agreement but some key points to note are :-

- The governance arrangements for the joint committee are set out in the Agreement and, amongst other things, provide for each local authority to appoint one voting representative to the joint committee. Decisions are taken by majority vote and each voting member has one vote. The quorum is 60% of the voting members.
- The Agreement provides for :
  - i. a Combined Governance Board (which shall act as an advisory group to the Joint Committee and discharges the role of the Governance Board and Advisory Group, which the Councils are required by the Directions to establish in respect of adoption services ),
  - ii. a Lead Head of Children's Services Group (in respect of fostering services ) and
  - iii. a Director of Operations. The Director of Operations has delegated authority from the Joint Committee to, in effect, manage the NAS .  
The functions and membership of each group/role being set out in the agreement.
- The Joint Committee has no separate legal identity and so cannot own property, accept grants or enter into contracts in its own right. Accordingly it is proposed that one authority will act as the 'Host Authority'. The Agreement provides for Cardiff Council to act as the Host authority, through which Host authority the joint committee will discharge its functions. As host authority the Council will also provide the support services required.
- The Agreement contains provision enabling the Council to terminate its appointment as Host by giving notice. Provision has been

included for the Host Council to be able to recover its costs incurred on a 'cost recovery basis'. It is proposed that there will be a 'Hosting Agreement', which will set out in more detail the hosting arrangements. The Hosting Agreement has yet to be finalised and accordingly the report recommends that delegated authority be granted to the Corporate Director People & Communities to finalise the Hosting Agreement .

27. The nomination of the proposed member to be appointed to this Joint Committee will need to be addressed in the annual report on the 'Appointment to Committees'

## **General legal advice**

### **Equality Requirements**

28. In considering this matter the decision maker must have regard to the Council's duties under the Equality Act 2010. Pursuant to these legal duties Councils must, in making decisions, have due regard to the need to (1) eliminate unlawful discrimination, (2) advance equality of opportunity and (3) foster good relations on the basis of protected characteristics. Protected characteristics are: (a) Age, ( b ) Gender reassignment( c ) Sex (d) Race – including ethnic or national origin, colour or nationality, (e) Disability, (f) Pregnancy and maternity, (g) Marriage and civil partnership, (h) Sexual orientation (i) Religion or belief – including lack of belief.
29. When taking strategic decisions, the Council also has a statutory duty to have due regard to the need to reduce inequalities of outcome resulting from socio-economic disadvantage ('the Socio-Economic Duty' imposed under section 1 of the Equality Act 2010). In considering this, the Council must take into account the statutory guidance issued by the Welsh Ministers (WG42004 A More Equal Wales The Socio-economic Duty Equality Act 2010 (gov.wales) and must be able to demonstrate how it has discharged its duty.

### **Well Being of Future Generations (Wales) Act 2015**

30. The Well-Being of Future Generations (Wales) Act 2015 ('the Act') places a 'well-being duty' on public bodies aimed at achieving 7 national well-being goals for Wales - a Wales that is prosperous, resilient, healthier, more equal, has cohesive communities, a vibrant culture and thriving Welsh language, and is globally responsible.
31. In discharging its duties under the Act, the Council has set and published well being objectives designed to maximise its contribution to achieving the national well being goals. The well being objectives are set out in Cardiff's Corporate Plan 2021-24. When exercising its functions, the Council is required to take all reasonable steps to meet its well being objectives. This means that the decision makers should consider how the proposed decision will contribute towards meeting the well being

objectives and must be satisfied that all reasonable steps have been taken to meet those objectives.

32. The well being duty also requires the Council to act in accordance with a 'sustainable development principle'. This principle requires the Council to act in a way which seeks to ensure that the needs of the present are met without compromising the ability of future generations to meet their own needs. Put simply, this means that Council decision makers must take account of the impact of their decisions on people living their lives in Wales in the future. In doing so, the Council must:
- Look to the long term
  - Focus on prevention by understanding the root causes of problems
  - Deliver an integrated approach to achieving the 7 national well-being goals
  - Work in collaboration with others to find shared sustainable solutions
  - Involve people from all sections of the community in the decisions which affect them
33. The decision maker must be satisfied that the proposed decision accords with the principles above; and due regard must be given to the Statutory Guidance issued by the Welsh Ministers, which is accessible using the link below:<http://gov.wales/topics/people-and-communities/people/future-generations-act/statutory-guidance/?lang=en>
34. The decision maker should also have regard, when making its decision, to the Council's wider obligations under the Welsh Language (Wales) Measure 2011 and the Welsh Language Standards.

### **HR Implications**

35.

### **Property Implications**

36.

## **RECOMMENDATIONS**

It is recommended that the Cabinet and Council agree the following, in so far as it applies to each of their functions;

1. To approve the Joint Committee Agreement for the establishment of the Joint Committee for NAS / Foster Wales, in the form set out in appendix 4 to the report .
2. To the continuation of the hosting arrangement by Cardiff Council for the national and co-ordinating functions of the National Adoption Service for Wales (NAS) and Foster Wales through its Central Team

- 3 To delegate authority to the Corporate Director People & Communities, in consultation with the Cabinet Member for Children & Families, the S151 Officer and Monitoring Officer to negotiate and agree the form of the agreement ('Hosting Agreement') whereby Cardiff Council will act as host authority for the joint committee

<b>SENIOR RESPONSIBLE OFFICER</b>	<b>SARAH MCGILL</b> <b>Corporate Director</b>
	22 February 2022

*The following appendices are attached:*

- Appendix 1 The 'Directions' which provide the legal basis for NAS The Adoption and Children Act 2002 (Joint Adoption Arrangements (Wales) Directions 2015.  
Appendix 2 -NAS Governance Board Terms of Reference  
Appendix 3The NAS and Foster Wales Governance Structure  
Appendix 4 The Joint Committee Agreement  
Appendix 5 NAS Partnership Agreement

*The following background papers have been taken into account*

1. The Cabinet Report and Decision Register which formed the basis of the original Cabinet decision in 2014.

# Children and Young Persons, Wales

## Social Care, Wales

### Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015

#### **Purpose**

The primary purpose of these Directions is to ensure that effective joint arrangements are in place between local authorities in Wales for the delivery of adoption services.

#### **Summary**

The Welsh Ministers are exercising the direction – making powers conferred by section 3A Adoption and Children Act 2002 to require local authorities in Wales to enter into specified arrangements with each other in relation to the provision of specified services under section 3(1) Adoption and Children Act 2002. The aim of the arrangements is to ensure consistent delivery of high quality adoption services across Wales. The arrangements are at a national level, regional level and local level.

At national level, the arrangements will be effected through a Governance Board, an Advisory Group and a Director of Operations.

At a regional level, the arrangements will be effected by five regional collaboratives. Each collaborative is a partnership of local authorities working together to ensure that a good quality adoption service is provided in their region. The composition of the regional collaboratives is determined by paragraph 7(2) and is set out at Schedule 1.

Local authorities will continue to carry out some of their adoption functions individually at local level.

Collectively, these joint arrangements for the provision of adoption services are referred to as “the National Adoption Service”.

Partnership agreements will set out the extent to which adoption functions are to be exercised by local authorities individually and the extent to which they are to be exercised through local authorities working in partnership through a regional collaborative.

**Action**

Local authorities should ensure that they are in a position to comply with the requirements of the Directions when they come into force on 13 March 2015.

**Enquiries**

Enquiries about these directions should be directed to Elizabeth Lockwood, Head of Placements Branch, Delivering Policy for Children and Adults Division, Department for Health and Social Services, Welsh Government. Telephone: 029 20 821695. Email: [elizabeth.lockwood@wales.gsi.gov.uk](mailto:elizabeth.lockwood@wales.gsi.gov.uk).

The Welsh Ministers in exercise of the powers conferred by section 3A Adoption and Children Act 2002<sup>(1)</sup> (“the Act”), and having consulted the local authorities in Wales, make the following Directions.

### **Title and coming into force**

1. These Directions may be cited as the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 and come into force on 13 March 2015.

### **The broad aims of the Joint Adoption Arrangements in Wales**

2. The broad aims of the joint adoption arrangements are as follows—

- (a) the consistent delivery of high quality adoption services throughout Wales;
- (b) keeping delay to a minimum in the placement of children for adoption;
- (c) ensuring the widest choice possible of placements for adoption for children;
- (d) ensuring that high quality and timely training and assessment for prospective adopters is consistently available;
- (e) improving the process of matching children with prospective adopters;
- (f) the streamlining of adoption processes and ensuring improved liaison between social workers involved in adoption cases;
- (g) keeping adoption breakdown to a minimum by the provision of comprehensive adoption support services according to assessed need; and
- (h) collaborative working between local authorities, registered adoption societies, NHS Trusts and education services.

### **Interpretation**

3.—(1) In these Directions —

“the Act” (*“y Ddeddf”*) means the Adoption and Children Act 2002;

“the Advisory Group” (*“y Grŵp Cynghori”*) means the group with the functions set out in paragraph 11 and the membership set out in paragraph 12;

---

(1) 2002 c.38 inserted by section 170 Social Services and Well-being (Wales) Act 2014.

“the Governance Board” (*“Bwrdd Llywodraethu”*) means the board with the functions set out in paragraph 9 and the membership set out in paragraph 10;

“the Host Authority (*“yr Awdurdod Lletyol”*) is the local authority designated in accordance with paragraph 8(3);

“the National Adoption Service” (*“y Gwasanaeth Mabwysiadu Cenedlaethol”*) means the Governance Board, the Advisory Group, the Director of Operations, the Regional Collaboratives and the local authorities exercising the functions specified in these Directions;

“partnership functions” (*“swyddogaethau partneriaeth”*) has the meaning given in paragraph 7(4)(a)(ii);

“registered adoption society” (*“cymdeithas fabwysiadu cofrestredig”*) means a voluntary organisation which is an adoption society registered under Part 2 of the Care Standards Act 2000<sup>(1)</sup>.

“WLGA” is used to refer to the Welsh Local Government Association (*“Cymdeithas Llywodraeth Leol Cymru”*).

#### **Specified services**

4.—(1) The services maintained by local authorities under section 3(1) of the Act which are specified for the purposes of these Directions are services designed to meet the needs, in relation to adoption, of —

- (a) children who may be adopted, their parents or guardians;
- (b) persons wishing to adopt a child; and
- (c) adopted persons, their parents, natural parents and former guardians.

(2) The services maintained by local authorities under section 3(1) of the Act which are specified for the purposes of these Directions include services designed to meet the needs, in relation to adoption support services, of—

- (a) children who are siblings of an adoptive child (including a person who is in that relationship by virtue of a marriage or civil partnership or an enduring family relationship); and
- (b) relatives of adoptive children, adoptive parents and natural parents of an adoptive child, limited to arrangements for contact between an adoptive child and a natural parent or a related person of the adoptive child.

---

(1) 2000 c.14.

(3) In this paragraph “relative”, in relation to a child, means a step-parent, grandparent, brother, sister, uncle or aunt (including any person who is in that relationship by virtue of a marriage or civil partnership or an enduring family relationship).

(4) In paragraph 4(2)(b) “related person” means—

- (a) a relative within the meaning of paragraph 4(3); or
- (b) any person with whom the adoptive child has a relationship which appears to the local authority to be beneficial to the welfare of the child having regard to matters referred to in sub-paragraphs (i) to (iii) of section 1(4)(f) of the Act.

### **Duty under section 3(1) of the Adoption and Children Act 2002**

5. The steps taken to implement the arrangements specified in these Directions must be consistent with the local authority’s duty to maintain an adoption service in accordance with section 3(1) of the Adoption and Children Act 2002.

### **Requirement for local authorities to collaborate with each other**

6. Each local authority must enter into arrangements to carry out its adoption functions—

- (a) in collaboration with other authorities in a regional collaborative to the extent specified in partnership agreements drawn up in accordance with paragraph 7 of these Directions, and
- (b) in collaboration with all local authorities in Wales to provide management and oversight of those functions as required by paragraphs 8 to 14 of these Directions.

### **Regional collaboration - partnership between local authorities**

7.—(1) Each local authority must enter into a written partnership agreement with the other local authorities in the regional collaborative of which it is a part.

(2) The local authorities with which each local authority must collaborate are set out in Schedule 1.

(3) A partnership agreement must contain details about the matters set out in sub-paragraph (4) and may include additional provisions relevant to local circumstances.

(4) The matters which must be contained in a partnership agreement are as follows—

- (a) the functions in relation to the maintenance of both a domestic and inter-country adoption service, including post-adoption services—
  - (i) which the local authorities will continue to carry out individually; and
  - (ii) which the local authorities will carry out collaboratively as part of the partnership arrangements (referred to as “the partnership functions”);
- (b) arrangements to establish a management committee to manage and have oversight of the regional collaborative’s operations;
- (c) arrangements for each local authority to nominate a representative to participate on the management committee with sufficient authority to take decisions so that the partnership arrangements operate effectively;
- (d) arrangements for the appointment of a representative from one of the local authorities to represent the regional collaborative on the Advisory Group;
- (e) arrangements for the appointment of a representative from one of the local authorities to represent the regional collaborative on the Governance Board;
- (f) staffing arrangements to ensure that there are suitable staff in sufficient numbers to carry out the partnership functions;
- (g) arrangements to ensure that sufficient and appropriate equipment, services and accommodation are available to carry out the partnership functions;
- (h) arrangements for determining the amount of payment or other contribution to be made by the local authorities towards the cost of carrying out the partnership functions;
- (i) arrangements for accounting and auditing in respect of expenditure relating to the partnership functions;
- (j) arrangements setting out which local authorities within the regional collaborative take responsibility for particular aspects of the operational requirements such as the provision of premises;
- (k) arrangements for working with registered adoption societies and to provide for their representation on the management committee of the regional collaborative;
- (l) arrangements to ensure that the views and the experience of service users are taken into account in carrying out the partnership functions;

- (m) arrangements for working with local authority education departments and to provide for their representation on the management committee of the regional collaborative;
- (n) arrangements for working with Local Health Boards and National Health Service Trusts and to provide for their representation on the management committee of the regional collaborative;
- (o) arrangements to ensure that the individual local authorities share relevant information to enable the regional collaborative to comply with the requirements of these directions;
- (p) a provision that notice by a local authority of intention to withdraw from the agreement will take effect no less than 12 months from the receipt of written notice to both the chairperson of the management committee of the regional collaborative in question and the chairperson of the Governance Board;
- (q) arrangements for resolving complaints arising out of the exercise of partnership functions, including how to complain and to whom any complaint should be addressed;
- (r) arrangements for determining disputes between local authorities arising out of the exercise of partnership functions;
- (s) arrangements for sharing information arising out of the exercise of partnership functions;
- (t) arrangements for ensuring that due consideration is given to the need for Welsh language services in planning and delivery of the adoption service through the partnership functions;
- (u) provision for review of the partnership agreement 12 months from the date of this agreement and every 2 years thereafter.

**Management and oversight of the arrangements at national level**

**8.—(1)** The local authorities must make arrangements for oversight of the regional collaboratives by —

- (a) establishing and maintaining a Governance Board ('the Governance Board') with the functions set out in paragraph 9 and membership as set out in paragraph 10;
- (b) establishing and maintaining an Advisory Group ('the Advisory Group') with the functions set out in paragraph 11 and membership as set out in paragraph 12 ;
- (c) the appointment of a Director of Operations.

(2) The local authorities must formulate terms of reference for the Governance Board and the Advisory Group which are consistent with these Directions and must review them annually.

(3) The local authorities must make arrangements for one of the local authorities to be designated as the Host Authority for the purpose of the management and oversight of arrangements at national level.

(4) The local authorities must make arrangements with respect to the declaration and management of conflicts of interest in the running of the Governance Board and Advisory Group.

### **The Governance Board**

**9.—**(1) The functions of the Governance Board include the following —

- (a) provision of strategic direction in the development and delivery of the National Adoption Service, having regard to any advice from the Advisory Group and the Director of Operations;
- (b) approval of the annual work programme prepared by the Director of Operations in accordance with paragraph 13(2)(a);
- (c) ensuring that the views of all stakeholders are represented effectively;
- (d) monitoring and oversight of —
  - (i) the performance of the National Adoption Service against the performance measures in the National Performance Management Framework;
  - (ii) the quality of engagement with registered adoption societies and service user representatives within the National Adoption Service both at central and regional levels;
  - (iii) the budget and financial management of the Governance Board itself, the Advisory Group and the Director of Operations; and
  - (iv) compliance with these Directions;
- (e) ensuring due consideration is given to the need for Welsh language services in planning and delivery of adoption services throughout Wales;
- (f) providing a copy of the reports required by paragraphs 13(2)(a) and 13(2)(d) to the Welsh Ministers once these have been approved by the Governance Board; and
- (g) notifying the Welsh Ministers of any issues regarding the National Adoption Service

which, in its view, need to be drawn to their attention.

### **Membership of the Governance Board**

**10.**—(1) The local authorities must ensure that the Governance Board is made up of—

- (a) a representative of each of the regional collaboratives appointed in accordance with arrangements made under paragraph 7(4)(e); and
- (b) a chairperson.

(2) The local authorities must invite, and use their best endeavours to ensure that the following become members of the Governance Board, subject to their agreement—

- (a) a WLGA spokesperson for Health and Social Services;
- (b) a WLGA deputy spokesperson for Health and Social Services;
- (c) the mayor or the executive leader (as the case may be), (or a deputy in respect of one of these roles), of the Host Authority;
- (d) the independent chairperson of the Advisory Group; and
- (e) a representative on behalf of the registered adoption societies.

(3) “Mayor” and “executive leader” have the same meaning as in section 11 of the Local Government Act 2000(1).

### **The Advisory Group**

**11.** The functions of the Advisory Group include the following —

- (a) drafting terms of reference for the Advisory Group and submitting them to the Governance Board for approval;
- (b) the provision of professional advice and support to the Governance Board in order to inform the overall strategic direction of the National Adoption Service;
- (c) supporting the effective operation of the National Adoption Service to ensure that it promotes best practice;
- (d) notifying the Welsh Ministers of any issues regarding the National Adoption Service which, in its view, need to be drawn to their attention.

---

(1) 2000 c.22.

## Membership of the Advisory Group

**12.—**(1) The local authorities must ensure that the Advisory Group is made up of—

- (a) a representative of each of the regional collaboratives appointed in accordance with arrangements made under paragraph 7(4)(d) ; and
- (b) an independent chairperson.

(2) The local authorities must invite, and use their best endeavours to ensure that, the following become members of the Advisory Group —

- (a) a representative of the Association of Directors of Social Services Cymru;
- (b) a representative of the Association of Directors of Education in Wales;
- (c) a representative of the WLGA;
- (d) three representatives from registered adoption societies;
- (e) a legal adviser from the Host Authority;
- (f) a Designated Doctor<sup>(1)</sup> appointed by the Public Health Wales National Health Service Trust, with specific responsibilities in relation to safeguarding the welfare of children, and in relation to children looked after by a local authority pursuant to section 22 Children Act 1989<sup>(2)</sup>;
- (g) a medical adviser appointed by an adoption agency pursuant to regulation 8(3) of the Adoption Agencies (Wales) Regulations 2005<sup>(3)</sup>;
- (h) a representative of the Child and Adolescent Mental Health Service;
- (i) a service user representative; and
- (j) a representative from a Social Research Centre.

(3) A person is independent for the purpose of sub-paragraph 1(b) if—

- (a) the person does not perform a role, pursuant to a contract, which includes any management or budgetary responsibility for—
  - (i) any matter relating to the maintenance of a service referred to in paragraph 4;
  - (ii) any matter relating to the making arrangements for the adoption of children by a registered adoption society;

---

(1) Safeguarding Children: Working Together under the Children Act 2004, Welsh Government Guidance 2006.

(2) 1989 civ 41.

(3) S.I. 2005/1313.

- (iii) the Wales Adoption Register; or
  - (iv) independent reviews of determinations pursuant to the Independent Review of Determinations (Adoption and Fostering) (Wales) Regulations 2010<sup>(1)</sup>;
  - (v) any aspect of compliance with these Directions except in fulfilment of the role of chairperson of the Advisory Group.
- (4) In 12(2)(i), “service user” means—
- (a) a person who has adopted a child,
  - (b) an adopted person,
  - (c) the natural parent of an adopted child,
  - (d) a person who has sought approval or is seeking approval as a prospective adopter,
  - (e) a child for whom an adoptive placement is being sought.

### **The Director of Operations**

**13.—**(1) The Host Authority must make arrangements for the appointment of a Director of Operations.

(2) The functions of the Director of Operations must include —

- (a) production of an annual work programme for the National Adoption Service, and the Advisory Group which must include—
  - (i) priorities and targets for the coming financial year;
  - (ii) financial plans and a budget for the coming financial year;
- (b) monitoring and analysis of performance data received from the regional collaboratives;
- (c) determining the actions to take to address any issues which require improvement;
- (d) submission to the Governance Board of a six monthly interim progress report on 31 December and an annual progress report on 30 June each year which must include—
  - (i) an analysis of the implementation of the annual work programme approved by the Governance Board under paragraph 9(b);
  - (ii) a financial report, including analysis of expenditure in relation to the budget for the financial year in question for the central elements of the National Adoption Service;

---

(1) S.I. 2010/746.

- (iii) an analysis of reports from the management committees of the regional collaboratives and performance of the regional partnership arrangements against the National Performance Framework;
- (iv) any aspects of the joint adoption arrangements which, in the view of the Director of Operations, need to be improved, with proposals on how this is to be achieved;
- (v) plans to develop the National Adoption Service in accordance with the broad aims stated at paragraph 2;
- (e) promotion of best practice and a culture of continuous improvement throughout the National Adoption Service;
- (f) establishing and maintaining a website for the National Adoption Service;
- (g) the co-ordination of pre-approval training courses for prospective adopters;
- (h) the co-ordination of adoption support services;
- (i) managing the staff who are required to assist in carrying out the functions of the Director of Operations.

(3) The Director of Operations must promptly notify the chairperson of the Governance Board, the chairperson of the Advisory Group and the Welsh Ministers of any matter he or she considers necessary in order to ensure the development and delivery of adoption services in accordance with the broad aims in paragraph 2.

### **Funding**

14. The local authorities must enter into arrangements to ensure that—

- (a) the Governance Board, the Advisory Group and the Director of Operations have sufficient resources to perform their functions and to facilitate achievement of the broad aims in paragraph 2; and
- (b) there are adequate financial and accounting procedures.

### **Regional collaboratives – reporting**

15.—(1) The local authorities in a regional collaborative must provide information about the exercise of their partnership functions to the Director of Operations, the Advisory Group and to the Governance Board when requested.

(2) In addition each regional collaborative must provide the following to the Director of Operations—

- (a) an annual work programme for the regional collaborative, to be submitted by 31 March each year;
- (b) a quarterly report at the end of each of the first three quarters of the financial year setting out the performance of the partnership arrangements against the National Performance Framework;
- (c) an annual report to be submitted by 31 May each year, to include—
  - (i) the performance of the regional collaborative against the performance measures in the National Performance Management Framework;
  - (ii) information regarding the resolution of complaints and determination of disputes at local and regional level and any impact on the provision of adoption services;
  - (iii) an analysis of the implementation of the annual work programme;
  - (iv) plans to address any under-performance; and
  - (v) plans to develop the adoption service within the region in accordance with the broad aims stated at paragraph 2.

### **Regional arrangements – matching**

**16.**—(1) Where a local authority is seeking an adoptive placement for a child and —

- (a) three months have elapsed since the date on which the local authority was authorised to place the child for adoption; and
- (b) the local authority has not made a decision to match the child with prospective adopters,

the local authority must provide the child’s details to the Wales Adoption Register established by the Welsh Ministers.

(2) In 16(1)(a), ‘authorised to place the child for adoption’ means either —

- (i) authorised to place for adoption pursuant to parental consent under section 19 of the Adoption and Children Act 2002; or
- (ii) authorised to place for adoption pursuant to a placement order made pursuant to section 21(1) of the Adoption and Children Act 2002.

(3) Where a local authority has approved a person as a prospective adopter and —

- (a) three months have elapsed since the date of approval; and
- (b) the local authority has not made a decision to match the prospective adopter with a child for adoption,

the local authority must provide details of the prospective adopter to the Wales Adoption Register established by the Welsh Ministers.

Signed by Professor Mark Drakeford, Minister for Health and Social Services, on behalf of the Welsh Ministers

Dated

**SCHEDULE 1** Paragraph 7(2)

**Adoption and Children Act 2002 (Joint  
Adoption Arrangements) (Wales)  
Directions 2015**

The regional collaboratives for the purpose of the National Adoption Service in Wales are to be comprised of the following local authorities—

**1.** North Wales: Conwy and Wrexham County Borough Councils, Gwynedd, Denbighshire Flintshire and Anglesey County Councils;

**2.** South East Wales: Blaenau Gwent, Caerphilly, Monmouth, Newport and Torfaen County Borough Councils and Monmouthshire County Council;

**3.** Mid and West Wales: Ceredigion, Carmarthenshire, Pembrokeshire and Powys County Councils;

**4.** Western Bay: Bridgend and Neath Port Talbot County Borough Councils and Swansea County Council; and

**5.** Vale, Valleys and Cardiff: Cardiff City and County Council, Vale of Glamorgan, Merthyr Tydfil and Rhondda-Cynon-Taff County Borough Councils.

# National Adoption Service Terms of Reference Combined Governance Board Meetings

## 1 Introduction and role

The purpose of combining the former Advisory Group and Governance Board of the National Adoption Service (NAS) is to streamline governance and improve accountability. It is intended that the functions of these previous two meetings will now be fulfilled through this combined meeting. Regional management boards and sub / working groups form other elements of the overall governance of NAS.

The overall role of the Combined Governance Board is to provide strategic direction and decisions to facilitate the delivery and improvement of adoption services in Wales through the National Adoption Service arrangements.

This is based on the professional and best practice advice from its membership who are key leaders, experts and service providers in the fields of adoption and children’s social care services. In summary the purpose of the Combined Meeting is to ensure:

- Leadership**
- Partnership**
- Compliance**
- Accountability**
- Intelligent data use**
- Engagement with all stakeholders**
- Performance and service improvement**
- Best practice and continuous improvement**
- Professional advice to Ministers, Welsh Government and key partners**

The National Adoption Service (NAS) is a key provision within the modernising Social Services and Well-being (Wales) Act 2014. This amended section 3A of the Adoption and Children Act 2002, thus changing the statutory basis for adoption services in Wales.

A statutory instrument, the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 [The Directions], provide the detail. They direct how local government adoption services should be delivered through the NAS arrangements, including significant elements at regional and national level and setting out in detail how these arrangements should work alongside encouraging the engagement of other partners and stakeholders.

The work to create NAS was undertaken through collective endeavour involving local government through the Welsh Local Government Association (WLGA), the Association of Directors of Social Services Cymru (ADSS-C), the Welsh Government,

the Voluntary Adoption Agencies (VAAs) plus other stakeholders and partners. The Welsh Local Government Association (WLGA) is the accountable body for the Service as a whole because of its representative and leadership role for local government in Wales.

Fundamentally NAS is a local government led collaborative enterprise which also collaborates with other stakeholders and partners. This includes the VAA's that operate in Wales and service users who have a significant role within the governance arrangements. It is the intention to continue to facilitate these arrangements through the terms of reference for the combined meetings of the Governance Board and the Advisory Group.

The terms of reference for the former Advisory Group and Governance Board remain in existence although it is not envisaged that these will meet in the future unless exceptional circumstances determine that an extra-ordinary meeting of either is required.

## **2 Functions and responsibilities of the Combined Governance Board**

When meeting together the Board and the Group combine the roles as specified by their individual terms of reference. The Combined Governance Board requires them specifically to exercise the following combined responsibilities:

1. To provide political and professional leadership and advice to inform the overall strategic direction of the NAS in Wales.
2. To hold the Regional Collaboratives (and their staff), the Director of Operations and central team, the VAA's and other services accountable for the delivery and performance of their services within the NAS arrangements.
3. To approve as prepared by the Director of Operations / Central Team.
  - An annual programme of work for the NAS.
  - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
  - The budget and financial management arrangements of services and the office of the Director of Operations.
4. To monitor and have oversight of:
  - The performance of the NAS to ensure its successful delivery and improvements in the adoption process to lead to positive outcomes for children and adults affected by adoption.
  - The quality of engagement with the Voluntary Adoption Agencies (VAAs) and service user representatives at central and regional levels.
  - Compliance with the Powers of Direction.
  - Compliance with the Conflict of Interest Protocol.

5. To consider and make recommendations for the future direction of the NAS using:
  - Information and data, including from the National Performance System in relation to the services as a whole, each Regional Collaborative, the VAA's and other services.
  - Professional and best practice advice from the sector.
  - The views of children, young people and adults who use services.
  - Other evidence including reports from the Director of Operations.
6. To ensure arrangements are in place for the flow of information, including receipt of minutes and papers, between the Governance Board and:
  - Regional Management Committees.
  - Local government members and officers across wales.
  - Equivalent bodies in VAA's and other services.
7. To encourage and enable the statutory and voluntary sectors to work in partnership to deliver the best outcomes for children and adults affected by adoption.
8. To ensure that the views of all stakeholders, including those who use adoption services, are represented effectively both at national and regional levels.
9. To ensure the NAS is working within Welsh Government guidance and strategies for children particularly looked after and adopted children.
10. To ensure that due consideration is given to the need for Welsh Language services in planning and delivery of adoption services throughout Wales.
11. To support the delivery of adoption services through the NAS arrangements to ensure it reflects the best possible practice and is based on a culture of continuous improvement.
12. To notify Welsh Ministers of any issues regarding the National Adoption Service which it considers need to be drawn to their attention.

### **3 Working style**

The Board will conduct its work in the following way:

- Partners will work in a collaborative way, with strong support, constructive challenge, shared learning and accountability.
  - Meetings will be arranged as constructive spaces to tackle issues collectively.
  - Accountability will be tested against commitments by each partner in the shared service plan.
-

- The meeting will aim for consensus agreements where possible but revert to voting, in line with section eight below, if necessary.
- The agenda and communications between members of the meeting will be conducted in a professional but cordial manner with minimal formality.
- The meeting will endeavour to ensure that the sometimes complex stakeholder relationships which members need to refer to will be recognised.

## **4 Membership**

Membership will comprise:

- WLGA Spokesperson for Health and Social Services.
- WLGA Deputy Spokesperson for Health and Social Services (Chair of the Governance Board and Combined Governance Board).
- Independent Chair of the NAS Advisory Group (Chair of the Advisory Group and Co-Chair of the Combined Governance Board Meeting).
- Leader (or nominated executive representative) of Host Local Authority.
- Elected member representative for each of the 5 Regional Adoption Collaboratives (from which the Vice Chair will be drawn).
- Director / Head of Service from each of the Regional Collaboratives.
- Senior officer representative of the host local authority (usually the Director of Social Services).
- Representative of the 5 VAAs in Wales.
- Officer representative from the WLGA.
- Representative from the Association of Directors for Social Services Cymru (ADSSC).
- Representative of Association of Directors of Education in Wales (ADEW).
- A Designated Doctor for Safeguarding/Looked After Children.
- A current RAC Adoption Panel Medical Advisor.
- Child and Adolescent Mental Health Services (CAMHS) representative.
- Representative of a Social Research Centre (currently Cardiff University, CASCADE).
- Representative of Children's Commissioner for Wales.
- Citizen or service user.
- Legal services representative (from the Central Team host authority) as & when required.
- Other members or observers as required – CAF/CASS Cymru and possibly Social Care Wales.
- Director of Operations, National Adoption Service and secretariat.

## **5 Frequency of meetings**

Meetings will be held four times a year.

## 6 Chairing arrangements

In order to reflect that the Combined Governance Board brings together the functions of the Advisory Group and Governance Board there will be shared chairing between the Chair or Vice-Chair of the Governance Board (fulfilling local government's leadership role) and the Independent Chair and Vice-Chair of the Advisory Group (fulfilling the independent chairing of advisory discussions).

Although this may vary at some meetings, it is likely that the WLGA Deputy Spokesperson for Health and Social Services will lead the chairing of the meeting with the Independent Chair of the Advisory Group co-chairing including facilitating the discussion on agenda items within the meeting.

They will jointly be responsible for agreeing meeting agenda with the Director of Operations and ensuring that the meetings are conducted within the terms of reference.

## 7 Specific responsibilities of members

Members of the Governance Board and Advisory Group are drawn from organisations across the adoption sector that provide or have an interest in Welsh adoption services. They bring a range of different qualities and experiences to the meetings and have different roles and responsibilities within it including:

- To formally agree (or otherwise) to decisions by the Board on behalf of a specific organisation or a body of membership.
- To advise the Board about the implications of a decision or a course of action on behalf of their organisation or body of membership.
- To take decisions back to their services, management / trustee boards (or equivalent) for implementation.
- To advise the Board on the basis of their relevant professional role or responsibility.
- To advise the Board on the basis of their personal knowledge and experience.

These are equally important and valuable. Different issues and decisions will require a different balance of input from members, and members will be asked to be clear about the basis of their contribution and to contribute in different ways to discussions and decisions.

There are also different responsibilities which will need to be exercised for sharing information and communications depending on the role that members have, and these are described further in section 11 below.

## 8 Quoracy and decision-making

To constitute a **quorate** meeting the following minimum is required:

- 60% of the regional collaboratives represented by either a member or officer (or a nominee).

- The Independent Chair of the Advisory Group or their nominee.
- One VAA representative.
- One other member of the Governance Board.
- The Chair or Vice Chair of the Governance Board.

It is expected that agency representatives (including in particular regional collaboratives and VAA's) will ensure that they can always attend the Combined Governance Board or substitute an equivalent level representative.

The Directions determine that the Governance Board advised by the Advisory Group sets strategy and policy for NAS and ensures the effective deployment of resources to deliver them. To facilitate the continuation of this the decision-making arrangements for the Combined Governance Board are the same as for the Governance Board as follow:

- In making decisions, the Combined Governance Board will seek to find a consensus among its members.
- In the event of a division of opinion, decisions will be taken by a majority vote of members of the Governance Board, following advice from the Advisory Group.
- If there is no majority, the Chair of the Governance Board and the Combined Governance Board will have the final say having taken advice from the Independent Chair of the Advisory Group.  
In the event of either of the above the minutes will note significant differing views.
- In the unlikely event that a decision on a specific issue cannot be reached in the meeting, this will be deferred to a separate discussion between the Chair and Independent Chair of the Advisory Group to agree action needed to reach resolution and a decision on that issue.

## 9 Standing items

In arranging the agenda for each Combined Governance Board, the Chair of the Governance Board, the Independent Chair of the Advisory Group and Director of Operations will ensure that the following elements are always considered for inclusion:

- Any significant legal, policy or practice matters the Board needs to be made aware of.
- Progress against the NAS plan with opportunity to interrogate specific elements.
- Developing future plans, mid-year and annual reports.
- Regions / VAA performance and progress, including receipt of management board minutes as appropriate, with opportunity to explore aspects in detail.
- Service user feedback
- Issues that may need to be reported to Welsh Government Ministers or officials.
- Financial overview and any exceptions.
- Findings from relevant research or other upcoming issues of note / relevance
- Update on the effectiveness and impact of stakeholder and service user engagement.

## **10 Information sharing and implementing agreed actions**

In addition to contributing to the meetings themselves members will have specific responsibility for communicating key decisions and views of the Combined Governance Board and, for certain things, ensuring implementation through the NAS regions and partner services.

All members have a responsibility to share the agreed minutes and public statements of the Board, and to ensure that views are not misrepresented or taken out of context by others. In addition, particularly for those members who have a responsibility to formally agree (or otherwise) to decisions of the Board on behalf of a specific organisation or a body of membership, or advise the Board about the implications of a decision or a course of action on behalf of their organisation or body of membership, it is important that they have a clear and understood approach to sharing information and implementing actions from the Board with their respective agencies. These are not always straightforward. Therefore, the revised 'Partnership Agreement for NAS, which will replace the existing 'Functional Model' will suggest how this should work.

A specific protocol is in place to enable the flow of information between the regional member representative attending the Governance Board and other local authority members. This will also be reviewed within or as a consequence of the work on the revised Partnership Agreement.

## **11 Conflict of interest Register**

The arrangements previously in place for both meetings will be put into operation for this meeting. All members will be expected to maintain their records on a conflict of interest register circulated for each meetings, and to point out to the Chair if an issue arises which might include an additional conflict of interest to that registered.

## **12 Other linked meetings, sub groups and working groups**

Detailed work to facilitate NAS achieving its aims will be undertaken outside of Governance Board meetings. At time of writing these include the below but will also form part of the work on the revised Partnership Agreement:

- Marketing and Recruitment Task Group;
- Adoption Support Sub Group;
- Common Policies and Best Practice in Adoption Group (led by AFA Cymru);
- Performance Sub Group;
- New Adoption Register for Wales Steering Group;
- Life Journey Work Steering Group.

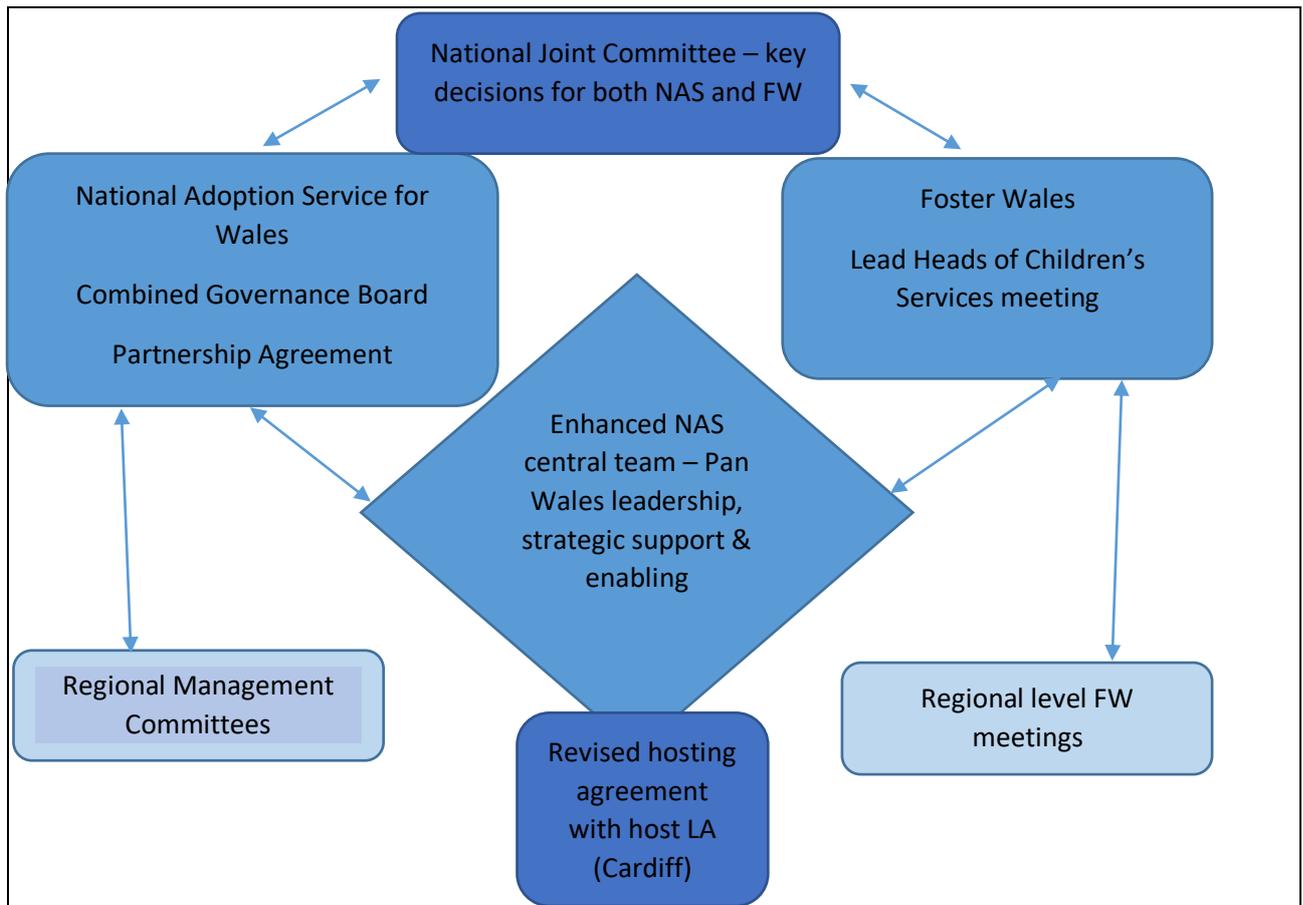
The ADSS lead Director, HoS and Regional Managers from the lead local authorities and the central team will also meet regularly as the Local Authority Business Group.

All the above will be kept under review and may be disbanded or amended as business needs dictate including once the full implications of the NAS review of arrangements are known.

In providing a central team for NAS, Cardiff Council applied and was selected as the 'host' local authority to employ NAS central team staff and to support and facilitate national functions on behalf of Welsh local government as a whole. To underpin this role, a written agreement between all authorities and recognising the role of the lead authority is required, setting out shared responsibilities and liabilities.

This agreement will be developed and overseen through WLGA political forums (WLGA Full Council and Executive Board) or an Executive Group of members as appropriate. Final agreement on the annual budget for NAS, the annual work programme and annual report will also be sought through these mechanisms, based on recommendations from the NAS Combined Governance Board.

## Appendix Three – NAS and Foster Wales structure and Governance



### **WLGA Joint Committee (all 22 LA's) over-sees NAS & Foster Wales:**

The Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers with reference to the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be underpinned by a legal agreement (Joint Committee Agreement) and be comprised of Council Members. Its role will be to oversee the work of NAS and Foster Wales and specifically approve / receive the below:

- The Annual Reports of NAS and of Foster Wales;
- The annual programmes of work for the NAS and for Foster Wales;
- The budget/s for the office of the Director and the national work of NAS and for Foster Wales; and
- The agreement, and any changes required, for the host LA support of the office of the Director to enable it to facilitate the work of NAS and FW.

For NAS only it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions.

#### **NAS - National level - Combined Governance Board (CGB)**

Provides strategic direction and decision making to facilitate the delivery and improvement of adoption services in Wales

#### **Foster Wales - National level - Lead Heads of Children's Services meeting**

Provides strategic direction and decision making in relation to the agreed national and regional functions of Foster Wales on

<p>through the National Adoption Service arrangements in line the Senedd Directions and its Terms of Reference.</p>	<p>behalf of Welsh local authorities in line with its Terms of Reference.</p>
<p><b><u>NAS – regional / LA level - Regional Management Boards &amp; VAA’s Boards</u></b></p> <p>Each region is made up of specified local authority areas, set out in the Directions and overseen by Regional Management Boards (RMB’s). Primary role is to coordinate adoption activities at the regional level and to implement decisions and strategies from the national Governance Board; may also have roles determined by their legal agreement. Plus VAA equivalent.</p>	<p><b><u>Foster Wales - regional / LA level - Regional HoS meeting</u></b></p> <p>These are now in place and may be a specific FW meeting or included in the agenda of pre-existing Heads of Service (HoS) or HoS &amp; Director of Social Services regional meetings.</p>

DATED

2022

- (1) BLAENAU GWENT COUNTY BOROUGH COUNCIL
  - (2) BRIDGEND COUNTY BOROUGH COUNCIL
  - (3) CAERPHILLY COUNTY BOROUGH COUNCIL
  - (4) THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF
  - (5) CARMARTHENSHIRE COUNTY COUNCIL
  - (6) CEREDIGION COUNTY COUNCIL
  - (7) CONWY COUNTY BOROUGH COUNCIL
  - (8) DENBIGHSHIRE COUNTY COUNCIL
  - (9) FLINTSHIRE COUNTY COUNCIL
  - (10) GWYNEDD COUNTY COUNCIL
  - (11) ISLE OF ANGLESEY COUNTY COUNCIL
  - (12) MERTHYR TYDFIL COUNTY BOROUGH COUNCIL
  - (13) MONMOUTHSHIRE COUNTY COUNCIL
  - (14) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
  - (15) NEWPORT CITY COUNCIL
  - (16) PEMBROKESHIRE COUNTY COUNCIL
  - (17) POWYS COUNTY COUNCIL
  - (18) RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL
  - (19) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA
  - (20) TORFAEN COUNTY BOROUGH COUNCIL
  - (21) VALE OF GLAMORGAN COUNCIL
  - (22) WREXHAM COUNTY BOROUGH COUNCIL
- and
- (23) THE WELSH LOCAL GOVERNMENT ASSOCIATION

---

**AGREEMENT FOR THE ESTABLISHMENT OF A JOINT COMMITTEE FOR THE  
NATIONAL ADOPTION SERVICE**

---

**Geldards**  
law firm

## CONTENTS

1.	Interpretation	3
2.	Aims of Joint Discharge of Functions	8
3.	Establishment of a Joint Committee	10
4.	Establishment of Combined Governance Board and other Advisory Groups	11
5.	Arrangements for the Discharge of Functions	12
6.	Governance	13
7.	Appointment of Host Council	13
8.	Responsibilities of the Host Council	13
9.	Expenses of Joint Committee Members	14
10.	Monitoring Officer	14
11.	Reviews	15
12.	Audit	15
13.	Costs of Discharge of Functions	15
14.	Costs of the Joint Committee	167
15.	Liabilities Under This Agreement	17
16.	Duration of This Agreement	17
17.	Variation of this Agreement	18
18.	Withdrawal from the Joint Committee on Notice	18
19.	Termination of this Agreement for Cause	189
20.	Termination of the Agreement by Agreement	19
21.	Termination – Consequential Matters	1920
22.	Dispute Resolution	20
23.	Notices	201
24.	Information and Confidentiality	21
25.	Data Protection	21
26.	Freedom of Information	22
27.	Intellectual Property	24

28.	Language	256
29.	Severability	266
30.	Relationship of Parties	26
31.	Third Party Rights	26
32.	Entire Agreement	26
33.	Law of Agreement or Jurisdiction	26
34.	Discretion of the Councils	267
	Schedule 1 Constitution of the Joint Committee	28
	Schedule 2 Terms of Reference of the Corporate Governance Board	31
	Schedule 3 Notice Provisions	314
	Schedule 4 Financial Memorandum	34
	Schedule 5 Specified Functions and Services	37
	Schedule 6 Terms of Reference for the Lead Head of Childrens Services Group	43
	Schedule 7 Functions Delegated to the Director of Operations	45

**BETWEEN:**

- (1) Blaenau Gwent County Borough Council of Municipal Offices, Civic Centre Ebbw Vale NP23 6XB ("Council")
- (2) Bridgend County Borough Council of Civic Offices, Angel Street, Bridgend CF31 4WB ("Council")
- (3) Caerphilly County Borough Council of Ty Penallta, Tredomen Park, Ystrad Mynach Hengoed CF82 7PG ("Council")
- (4) The County Council of the City and County of Cardiff of County Hall, Atlantic Wharf, Cardiff CF10 4UW ("Council")
- (5) Carmarthenshire County Council of County Hall, Carmarthen, Carmarthenshire SA31 1JP ("Council")
- (6) Ceredigion County Council of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion SA46 OPA ("Council")
- (7) Conwy County Borough Council of Bodlondeb, Bangor Road, Conwy LL32 8DU ("Council")
- (8) Denbighshire County Council of County Hall, Wynnstay Road, Ruthin LL15 1YN ("Council")
- (9) Flintshire County Council of County Hall, Mold CH7 6NB ("Council")
- (10) Gwynedd Council of Council Offices, Shirehall Street, Caernarfon LL55 1SH ("Council")
- (11) Isle of Anglesey County Council of Council Offices, Llangefni, LL77 7TW ("Council")
- (12) Merthyr Tydfil County Borough Council of Civic Centre, Merthyr Tydfil CF47 8AN ("Council")
- (13) Monmouthshire County Council of PO Box 106, Caldicot NP26 9AN ("Council")
- (14) Neath Port Talbot County Borough Council of Port Talbot Civic Centre, Port Talbot SA13 1PJ ("Council")
- (15) Newport City Council of Civic Centre, Godfrey Road, Newport NP20 4UR ("Council")
- (16) Pembrokeshire County Council of County Hall, Haverfordwest, Pembrokeshire SA61 1TP ("Council")
- (17) Powys County Council of Powys County Hall, Spa Road East, Llandrindod Wells, Powys LD1 5LG ("Council")
- (18) Rhondda Cynon Taf County Borough Council of The Pavilions, Cambrian Park, Clydach Vale, Tonypany CF40 2XX ("Council")

- (19) The Council of the City and County of Swansea of Civic Centre, Oystermouth Road, Swansea SA1 3SN ("Council")
- (20) Torfaen County Borough Council of the Civic Centre, Pontypool, Torfaen NP4 6YB ("Council")
- (21) Vale of Glamorgan Council of Civic Offices, Holton Road, Barry, Vale of Glamorgan CF63 4RU ("Council")
- (22) Wrexham County Borough Council of The Guildhall, Wrexham LL11 1AY ("Council")

(collectively referred to as "the Councils" for the purposes of this Agreement) and

- (23) Welsh Local Government Association of One Canal Parade, Dumballs Road, Cardiff CF10 5BF("WLGA"); and

**WHEREAS:**

- A The parties to this Agreement have agreed to enter into this Agreement in order to provide a framework for the Councils to give effect to the obligations and arrangements for the Specified Functions set out by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 ("the Directions") made by the Welsh Ministers in exercise of their powers under section 3A of the Adoption and Children Act 2002 and to document and regulate their respective rights and obligations to each other in that regard. The Agreement also provides a framework for the parties to give effect to the co-ordination of identified foster service functions across Wales.
- B The Councils have agreed to establish and to participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
- C This Agreement sets out the arrangements in relation to the manner in which the Councils will work together and use the Joint Committee to deliver the Specified and Agreed Functions.
- D The Councils have agreed that the Director of Operations shall be responsible for the day to day management of the delivery of the Specified and Agreed Functions.
- E The Councils have entered into this Agreement in reliance on the powers of Welsh local authorities under:
  - (i) sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;
  - (ii) the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;
  - (iii) the incidental powers in section 111 of the Local Government Act 1972, and

(iv) all other powers them so enabling.

F The Councils have each taken decisions compliant with the requirements of their respective constitutions to participate in the Joint Committee and enter into this Agreement.

G The Parties to the Agreement have agreed to comply with the requirements of this Agreement to enable the Director of Operations to fulfil their legal obligations.

**IT IS AGREED AS FOLLOWS:**

**1. Interpretation**

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

<b>Term here</b>	<b>Definition here</b>
<b>“Agreed Functions</b>	the functions relating to fostering to be discharged by the Joint Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers
<b>“Assets”</b>	any tangible assets or property acquired, leased, licensed, loaned or purchased as required by the Host Council or another Council for the administration of this Agreement;
<b>“Business Day”</b>	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
<b>Combined Governance Board</b>	the group established in accordance with clause 4 to comply with the requirements of the Directions;
<b>“Commencement Date”</b>	the date of this Agreement or such later date as the Councils, by resolution of each them, agree;
<b>“Conflict of Interest Protocol”</b>	The protocol agreed by the Combined Governance Board as required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions

	2015 for identifying and avoiding conflicts of interests;
<b>“Constitution of the Joint Committee”</b>	the constitution set out at Schedule 1 to this Agreement;
<b>“Council”</b>	each of Blaenau Gwent County Borough Council, Bridgend County Borough Council, Caerphilly County Borough Council, the County Council of the City and County of Cardiff, Carmarthenshire County Council, Ceredigion County Council, Conwy County Borough Council, Denbighshire County Council, Flintshire County Council, Gwynedd Council, Isle of Anglesey County Council, Merthyr Tydfil County Borough Council, Monmouthshire County Council, Neath Port Talbot County Borough Council, Newport City Council, Pembrokeshire County Council, Powys County Council, Rhondda Cynon Taf County Borough Council, City and County of Swansea Council, Torfaen County Borough Council, Vale of Glamorgan Council, Wrexham County Borough Council and “Councils” shall be construed accordingly;
<b>Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
<b>“Director of Operations”</b>	the person employed by the Host Council in compliance with the Directions with day to day responsibility for leadership, co-ordination of the service as a whole as well as delivery of national functions
<b>“Directions”</b>	The Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015;

<b>“Exempt Information”</b>	any information or class of information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation;
<b>“Financial Memorandum”</b>	the approach to financial and accounting matters agreed by the Councils as set out at Schedule 4 to this Agreement;
<b>“FOI Legislation”</b>	the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;
<b>Foster Wales</b>	The collaborative endeavour agreed by local government to deliver and improve certain fostering functions through national and regional leadership and enabling.
<b>“Governance Board”</b>	the board which the Councils are required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 to establish to provide national oversight of regional collaboration on adoption services;. Since 2019 this function is managed through the Combined Governance Board
<b>“Host” and “Host Council”</b>	the Council appointed as Host Council in accordance with clause 7 of this Agreement;
<b>“IP Material”</b>	the Intellectual Property in the Material;
<b>“Information Request</b>	a request for information under FOI Legislation;
<b>“Intellectual Property Rights”</b>	patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in 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 may now or in the future subsist in any part of the world;

**“Joint Committee”**

a committee of elected members from the Councils which will be responsible for ensuring and overseeing the delivery of the Specified and Agreed Functions in Accordance with the Directions and with a view to securing their more economical, efficient and effective discharge;

**“Material”**

all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement unless before the first use or supply the Council notifies the other Councils that the data or text supplied is not to be covered by this definition;

**“National Adoption Service”**

The adoption services and functions delivered collectively by the Joint Committee, the Regional Collaboratives, the Councils and partners;

**“Personal Data”**

Personal data as defined in the Data Protection Legislation;

**“Powers”**

The powers of Welsh local authorities under:

sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;

the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;

	<p>the incidental powers in section 111 of the Local Government Act 1972,</p> <p>the powers in section 1 of the Local Authorities (Goods and Services) Act 1970 and section 25 of the Local Government (Wales) Act 1994 to provide services;</p> <p>all other powers them so enabling;</p>
<b>“Proportionate Basis”</b>	<p>in accordance with the relevant proportion for each Council by reference to their respective percentage contribution as set out in the Financial Memorandum</p>
<b>“Regional Collaboratives”</b>	<p>the groupings of the Councils as set out in Schedule to the Directions for the purpose of collaboration on adoption services;</p>
<b>“Secondment Agreement”</b>	<p>an agreement made between the Councils for the secondment of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;</p>
<b>“Section 151 Officer”</b>	<p>the officer designated by a local authority as the person responsible for the proper administration of its financial affairs as required by section 151 of the Local Government Act 1972;</p>
<b>“Hosting Agreement”</b>	<p>an agreement made between the Councils pursuant to this Agreement relating to arrangements for the provision of specified support by the Host Council to assist the Joint Committee to discharge the Specified and Agreed Functions delegated to it pursuant to this Agreement;</p>
<b>“Services”</b>	<p>the Services to be provided on behalf of the Councils pursuant to the discharge of the Specified and Agreed Functions being set out at Schedule 5</p>
<b>“Specified Functions”</b>	<p>the functions relating to adoption to be discharged by the Joint</p>

Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers;

**“Staff Transfer Agreement”**

an agreement made between the Councils for the transfer of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;

- 1.2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed in accordance with the Interpretation Act 1978.
- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.5 A reference in this Agreement to any clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or schedule to this Agreement.
- 1.6 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.7 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as “eiusdem generis” shall not apply.
- 1.8 The schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules.
- 1.9 References to “the parties” shall be to the parties to this Agreement.

**2. Aims of Joint Discharge of Functions**

- 2.1 The aims of the joint discharge of the Specified Functions relating to adoption services under the provisions of this Agreement are:

- (a) The consistent delivery of high quality adoption services throughout Wales.

- (b) Keeping delay to a minimum in the placement of children for adoption.
- (c) Ensuring the widest choice possible of placements for adoption of children.
- (d) Ensuring that high quality and timely training and assessment for prospective adopters is consistently available.
- (e) Improving the process of matching children with prospective adopters.
- (f) The streamlining of adoption processes and improved liaison between social workers involved in adoption cases.
- (g) Keeping adoption breakdown to a minimum by the provision of adoption support services according to assessed need.
- (h) Collaborative working between local authorities, registered adoption societies, NHS local health boards and NHS Trusts and education services.

2.2 The aims of the joint discharge of the Agreed Functions relating to fostering are:

- (a) To support the strategic oversight of Foster Wales.
- (b) To consider the implications at local and regional level arising from the transition to Foster Wales.
- (c) To consider the development needs of services at local, regional, and national level.
- (d) To seek and support solutions to overcome barriers and challenges.
- (e) To continue to develop and maintain collaboration across local authority fostering.
- (f) To consider reports presented, agree actions, make decisions, and monitor progress.
- (g) To consider performance reports and monitor KPIs as identified and agreed.
- (h) To make recommendations for future areas of work programme development.

2.3 The Director of Operations and a central team of staff to support the Director of Operations are employed by the Host Council to fulfil a range of functions related to leadership, management and oversight of the National Adoption Service. The functions of the Director of Operations and central team include:

- (a) Providing leadership to set the direction for the National Adoption Service including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.

- (b) Reviewing progress including analysis of performance data and service information from the regions and Registered Adoption Agencies (otherwise known as Voluntary Adoption Agencies (VAA's's).
- (c) Providing annual and mid-year reports each year for agreement by the Combined Governance Board, endorsed by the Joint Committee and submission to Welsh Ministers as well as to WLGA and the Association of Directors of Social Services Cymru where required.
- (d) Providing specific functions nationally to support and enable National Adoption Service operations (currently as below).
- (e) Establishing and maintaining a website for the National Adoption Service for Wales.
- (f) Management of the Adoption Register for Wales (under contract from Welsh Government).
- (g) Commissioning and contracting national contracts to support service delivery functions and support.
- (h) Maintaining arrangements for service user engagement across Wales.
- (i) Leadership, matrix management oversight, advice and support to regions and VAA's.
- (j) Promotion of best practice and a culture of continuous improvement throughout the National Adoption Service.
- (j) Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment.
- (k) Strategic commissioning as necessary for the discharge of functions.
- (l) Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board.
- (m) Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
- (n) Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
- (o) Strategic support and enabling functions, as agreed, for the National Fostering Framework / Foster Wales.

2.4 In addition Schedule 7 sets out a Scheme of Functions delegated to the Director of Operations to facilitate the achievement of the objectives of this Agreement.

### **3. Establishment of a Joint Committee**

3.1 In exercise of their powers under sections 101(5) and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act

2000 and all other enabling powers the Councils hereby create a joint committee to be known as the National Adoption Joint Committee with effect from the Commencement Date.

- 3.2 The Joint Committee shall take decisions relating to the use of the National Adoption Service budget which shall be provided as a topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Specified Functions, a similar topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Agreed Functions, to meet the costs of the Host Council and the Joint Committee relating to this Agreement and shall have regard to reports and advice from the Combined Governance Board, Lead Heads of Children's Service's Meeting and Director of Operations.
- 3.3 The Joint Committee shall ensure the Scheme of Delegation set out in Schedule 7 is kept under review in accordance with paragraphs 5.2 and 5.3 of Schedule 7.
- 3.4 The Joint Committee shall operate and conduct its business in accordance with the terms of this Agreement including the Constitution set out at Schedule 1.
- 3.5 The Joint Committee shall review the terms of reference of the Joint Committee towards the end of each council term and shall make recommendations to the Councils and the WLGA for their consideration as to any amendments that the Joint Committee are required to discharge the Specified and Agreed Functions in accordance with the Directions.
- 3.6 This Agreement is without prejudice to each Council's other powers and responsibilities for its area.

#### **4. Establishment of Combined Governance Board and other advisory groups**

- 4.1 The Councils have established the Combined Governance Board. The Combined Governance Board shall act as an advisory group to the Joint Committee and shall discharge the role of the Governance Board and Advisory Group which the Councils are required by the Directions to establish for the purpose of providing national oversight of regional collaboration arrangements over adoption services.
- 4.2 The terms of reference of the Combined Governance Board shall be as set out in Schedule 2.
- 4.3 In respect of fostering services, the Councils have established the Lead Head of Children's Services Group as an advisory group to the Joint Committee. The Lead Head of Children's Services Group shall advise the Joint Committee on issues relating to Foster Wales. The terms of reference for the Lead Head of Children's Services Group shall be as set out in Schedule 6.
- 4.4 The Joint Committee may establish other advisory groups to advise the Joint Committee.

## **5. Arrangements for the Discharge of Functions**

- 5.1 The Councils agree to use their Powers to enter into these arrangements under which the Joint Committee shall discharge on their behalf the Specified and Agreed Functions.
- 5.2 The Joint Committee shall discharge the Specified and Agreed Functions through the Host Council which shall, subject to and within the limitations and constraints of the resources allocated and paid to it pursuant to this Agreement, deliver the Services to support the delivery of the Specified and Agreed Functions. The Councils agree and acknowledge that the responsibility for discharging the Specified and Agreed Functions will none the less remain with the Joint Committee and notes the limitation of the Host Council's liability in that regard.
- 5.3 The Joint Committee may agree to bring additional functions and services within the scope of this Agreement but the Joint Committee may not agree to do so unless it has first received approval from all the Councils to discharge the additional functions and deliver the additional services. The provisions of this Agreement shall apply to any such additional functions and services.
- 5.4 The Councils here by agree the Financial Memorandum. The Councils shall have the discretion to agree variations to the Financial Memorandum at any time without varying the rest of this Agreement. For the avoidance of any doubt variation of the Financial Memorandum is subject to unanimous agreement of the Councils and is not a matter for decision by the Joint Committee.

Each of the Councils shall contribute to the costs of the discharge of the Specified and Agreed Functions pursuant to this Agreement in accordance with the terms of the body of this Agreement and the Financial Memorandum. Subject to the overarching terms set out in this Agreement, particulars of the arrangement may be further detailed, (including for example the mechanics of payment), in any Hosting Agreement, Secondment Agreement or Staff Transfer Agreement that may be entered into by the Councils.

- 5.5 The Councils intend to enter into a Hosting Agreement with the County Council of the City and County of Cardiff for the delivery of services (subject to all Councils being satisfied as to the terms and conditions proposed) pursuant to the discharge of the Specified and Agreed Functions. The Councils may enter into further Hosting Agreements to record the detailed requirements of further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.6 The Councils may also enter into a Secondment Agreement to record the arrangements for the secondment of staff for further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.7 The Councils may also agree to enter into a Staff Transfer Agreement to record the arrangements for the transfer of staff for further individual

arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.

## **6. Governance**

- 6.1 The Councils each undertake to ensure that they make any changes to their own constitutions as are necessary to facilitate the operation of this Agreement. Each Council shall notify the other Councils and WLGA in writing within twenty-eight days of the date of this agreement either that it has made (or is in the process of making) the necessary changes to its constitution or that no changes are considered necessary.

## **7. Appointment of Host Council**

- 7.1 Subject to the provisions of clauses 7.2 and 7.3 the Councils agree that the Council of the City and County of Cardiff should be the Host Council for the purposes of this Agreement.
- 7.2 The Council of the City and County of Cardiff and any other Council which is appointed as Host Council may terminate its appointment as Host Council by giving not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the other Councils of its intention to terminate its appointment. Such twelve months' written notice shall end at the end of a financial year.
- 7.3 The Joint Committee may terminate the appointment of City and County of Cardiff Council or any other Council as the Host Council by giving at not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the Host Council of the Joint Committee's intention to terminate the appointment of the Host Council. Such twelve months' written notice shall end at the end of a financial year.
- 7.4 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 the Joint Committee may appoint one of the Councils as Host Council such appointment to be effective from the commencement of the financial year following the expiry of notice of termination under clause 7.2 or 7.3.
- 7.5 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 any outstanding payment due to that Council from the Joint Committee for costs incurred in the role of the Host Council and any costs it incurs upon or as a consequence of Termination shall be paid in accordance with the terms of this Agreement, including the Financial Memorandum.
- 7.6 Any dispute over the appointment or the termination of the appointment of a Council as the Host Council shall be dealt with in accordance with the dispute resolution procedure in clause 23 of this Agreement.

## **8. Responsibilities of the Host Council**

- 8.1 (i) Subject to and within the limitations of the funding allocated and received by the Host Council, the Host Council shall provide Assets, staff and other resources as are necessary to discharge the Specified and Agreed Functions pursuant to this Agreement.

(ii) Subject to the overarching terms and principles set out in in this Agreement, in particular clause 13, the detailed provisions as to the payment of the costs of the Host Council in providing such Assets, staff and other resources shall be in accordance with a Hosting Agreement between the Councils, and the Host Council and shall be facilitated by the Welsh Local Government Association. Any such Hosting Agreement must be in a form to the satisfaction of the Host Council.

8.2 The Host Council shall employ the Director of Operations and the staff required for undertaking the national functions.

8.3 The Host Council has agreed and arranged for the Director of Operations to have the day-to-day responsibility for the management and delivery of the Services.

8.4 In carrying out its role the Host Council shall have regard to :

- (a) all applicable Laws and Regulations.
- (b) best practice.
- (c) the aims, principles and objectives of this Agreement and any applicable policies agreed by the Councils.
- (d) any relevant guidance issued or specified by the Care and Social Services Inspectorate Wales and any other relevant regulator.
- (e) the Councils duties under the Welsh Language (Wales) Measure 2011.

And shall facilitate the proper discharge of the Specified and Agreed Functions of the Councils and discretionary provision of in-scope elements of the Services.

8.4.2 The Host Council shall ensure that its health and safety policy statements together with related policies and procedures are made available to the Joint Committee on request.

8.4.3 The Host Council shall comply with any investigation by any statutory ombudsman or tribunal relating to the discharge of the Specified or Agreed Functions.

## **9. Expenses of Joint Committee Members**

9.1 Each Council shall be responsible for meeting any expenses to which any Joint Committee Member or officer appointed by it as its representative is entitled as a result of their attendance at duly authorised meetings.

## **10. Monitoring Officer**

10.1 The Councils agree that at the date of the Agreement the Monitoring Officer of Cardiff Council shall act as Monitoring Officer for the Joint Committee. The appointment of Cardiff Council's Monitoring Officer as Monitoring Officer to the Joint Committee shall cease at the earlier of (i) such date as Cardiff Council ceases to act as Host Council or (ii) the Councils unanimously decide to appoint the Monitoring Officer of a different Council as Monitoring Officer to the Joint Committee pursuant to clause 10.2.

- 10.2 The Councils may decide that the Monitoring Officer of a different Council shall be designated as Monitoring Officer for the Joint Committee. This shall require a unanimous decision from the Councils. Following such a decision the Host Council shall notify the officer who is currently acting as Monitoring Officer and the officer who has been designated as Monitoring Officer for the future.
- 10.3 The Councils acknowledge and agree that the Monitoring Officer will need to be provided with such resources as the Monitoring Officer considers sufficient to allow her to perform her duties and that this will be a cost of the Joint Committee.
- 10.4 For such time as the Host Council and the Monitoring Officer to the Joint Committee is being performed by the same Council then the Monitoring Officer's cost will be added to the Host Council's costs and the provisions of clause 13 of this Agreement shall apply.

## **11. Reviews**

- 11.1 The Joint Committee shall review the discharge of the Specified and Agreed Functions at least annually alongside the Combined Governance Board reviewing service progress and performance quarterly and reporting to the Joint Committee on the results of its review.
- 11.2 The Director of Operations shall submit a quarterly report to the Combined Governance Board and an annual report to the Joint Committee, setting out details of:
- (a) The performance of the Specified and Agreed Functions.
  - (b) Income and expenditure and compliance with the Financial Memorandum.
- 11.3 The Councils and the Regional Collaboratives shall carry out a review of their discharge of the regional Specified Functions for adoption and provide the following to the Director of Operations
- (a) An annual work programme by 31 March each year
  - (b) Quarterly performance reporting
  - (c) An annual report by 31 May each containing the items detailed in the Directions.
- 11.4 The Director of Operations will use this information as the basis for reporting to the Joint Committee for adoption services.

## **12. Audit**

- 12.1 The discharge of the Specified and Agreed Functions on behalf of the Councils and the finances relating to the discharge of the Specified or Agreed Functions shall be subject to an annual external audit by the central team of the National Adoption Service which shall be commissioned by the Host Council in accordance with the Host Council's audit processes.

### **13. Costs of Discharge of Functions**

- 13.1 The Host Council agrees that any of the Services it provides for the discharge of the Specified and Agreed Functions shall be on a cost recovery basis. For the avoidance of any doubt such costs shall be deemed to include all costs incurred howsoever arising, including , without limitation to the generality of the foregoing;
- (i) costs of any additional employees required in order to carry out the Host Council role/provide capacity to carry out such role and all associated recruitment costs,
  - (ii) all employee related costs including on costs,pension strain, termination costs and any employee related claims,
  - (iii) fees and charges incurred (including external fees or charges for any third party services, goods or works procured) and
  - (iv) expenses, legal costs, claims, damages, insurance premiums and the like that the Host Council reasonably incurs in carrying out its role.
- 13.2 The Councils shall each year apply the central National Adoption Services budget to fund the payment of the costs of the Host Council. Any shortfall in such funding shall be paid by the Councils within 30 days of demand by the Host Council and as follows. Each Council's contribution shall be calculated by reference to their respective percentage contribution as set out in the Financial Memorandum.
- 13.3 To aid transparency and accountability the Host Council shall:
- (i) Provide the Joint committee, at its first meeting, with a report outlining its estimated costs for acting as Host Council for the financial year 2022/2023. For the avoidance of any doubt the estimated costs submitted will be for noting purposes only and the Council's will be obliged to meet the Hosts Council's actual costs as set out in this Agreement.
  - (iii) For each subsequent financial year ('Subsequent Financial Year') the Host Council shall, prior to the Subsequent Financial Year in question, present to the Joint committee a report as to its estimate costs for acting as Host Council for the Subsequent Financial Year.
  - (iii) If, in any year, the Joint Committee does not find acceptable the estimated costs for the Subsequent Financial year then the Joint Committee may terminate the appointment of the then Host Council and the provision of clause 7.3 shall be deemed to apply save that the termination date of the appointment of the then Host Council shall be the 31<sup>st</sup> March, in the financial year proceeding the Subsequent Financial Year or such latter date as all the Councils may agree.
  - (iv) As part of its financial reporting to the Joint Committee the Host Council shall from time to time present to the Joint Committee reports of the actual costs incurred in carrying out the Host Council role.
- 13.4 The Host Council in determining the level of resources it requires to carry out its role under the Agreement shall (i) act responsibly and prudently (ii) use its reasonable endeavours to put in place and maintain in place sufficient assets staff and other resource to undertake its role and (iii) wherever reasonably practicable report to the Joint Committee and/or Director of Operations for information if in any financial year its costs are likely to materially exceed the estimated costs that have previously been submitted to the Joint Committee.

**14. Costs of the Joint Committee**

14. The Councils shall apply the central National Adoption Services budget to fund any costs of the Joint Committee, including the Host Councils costs. Any shortfall in such funding shall be paid by the Councils. Each Council's contribution shall be calculated by reference to their respective percentage contribution as set out in the Financial Memorandum. The Welsh Local Government Association shall be responsible for the administration of the payment of costs involved in the administration of the Joint Committee.

**15. Liabilities Under This Agreement**

15.1 The Host Council shall indemnify and keep indemnified each of the other Councils to this Agreement against any losses, claims, expenses, actions, demands, costs and liability suffered by that Council to the extent arising from any wilful default or wilful breach by the Host Council of its obligations under this Agreement or its statutory duties (and "wilful" in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the Host Council or matters arising from any negligent act or omission in relation to such obligations).

15.2 No claim shall be made against the Host Council by the other Councils or any of them to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or wilful breach by the Host Council under clause 15.1.

15.3 Each of the other Councils (acting severally) shall indemnify and keep indemnified the Host Council against all losses, claims, expenses, actions, demands, costs and liabilities which the Host Council may incur by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement for that Council or arising from any wilful default or wilful breach by a Council of its obligations under this Agreement (and wilful in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of that Council or matters arising from any negligent act or omission in relation to such obligations) unless and to the extent that the same result from any wilful breach by the Host Council of any such obligations.

15.4 The amount to be paid to the Host Council by any of the other Councils under clause 15.3 shall be borne by each of the Councils to the extent of its responsibility, however in the event that the responsibility is a shared one between the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount to be paid shall be divided between the Councils on a Proportionate Basis.

15.5 In the event of a claim under this clause 15 in which it is not reasonably practicable to determine the extent of responsibility as between the Councils then the amount shall be divided amongst the Councils on a Proportionate Basis.

15.6 A Council which receives a claim for losses, expenses, actions, demands, costs and liabilities related to the discharge of the Specified and Agreed

Functions shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.

- 15.7 Failure to give notice in accordance with clause 15.6 shall not relieve a party of its obligations to indemnify another under this clause 15.
- 15.8 Each Council shall not be obliged to indemnify the other Councils to the extent that the insurances maintained by the other Councils at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that another Council recovers under a policy of insurance save that the Council responsible for liabilities suffered by another Council shall be responsible for (i) the deductible under any such policy of insurance (ii) any amount over the maximum amount insured under such policy of insurance and (iii) any resultant increase in future year premiums (for a maximum of 10 years) incurred by the Council who claims on its insurance.
- 15.9 The indemnities given under this Agreement are in addition to any Hosting Agreement between the Host Council and any of the other Councils.

## **16. Duration of this Agreement**

- 16.1 This Agreement shall come into force on the Commencement Date and shall continue from year to year or until terminated in accordance with the provisions of this Agreement.

## **17. Variation of This Agreement**

- 17.1 Any of the Councils may request a variation to this Agreement by making such a written request to the officer acting as Monitoring Officer to the Joint Committee.
- 17.2 The officer acting as Monitoring Officer to the Joint Committee shall circulate the request to each of the Councils within ten Business Days of receipt of the request for consideration and approval by the Councils.
- 17.3 If each of the Councils approve such variation, then the officer acting as Monitoring Officer to the Joint Committee shall arrange for the preparation of an appropriate Deed of Variation to this Agreement to be prepared for execution by the Councils and such change shall only take effect upon completion of that Deed and the costs associated with the preparation of such Deed of Variation shall be shared equally between the Councils. Such Deed of Variation may be executed in parts by each Council that is then a party to this Agreement.
- 17.4 If one of the Councils does not approve such variation, then the variation to this Agreement shall not occur.

## **18. Withdrawal from the Joint Committee on Notice**

- 18.1 Any Council may withdraw from the Joint Committee in accordance with the following procedure:
- 18.2 Any Council which wishes to withdraw from the Joint Committee shall give not less than twelve months' written notice terminating at the end of a financial year to the other Councils and the officer acting as Monitoring

Officer to the Joint Committee shall consult the other Councils giving due consideration to:

- (a) Any loss of funding arising from such withdrawal and including any non-payment, clawback or repayment of such funding;
- (b) Any other loss, liability, damage, claim or expense,

which would be incurred by the Councils upon which notice has been served by reason of such withdrawal from the Joint Committee.

18.3 Any Council wishing to withdraw from the Joint Committee undertakes as a condition of such withdrawal to make, prior to withdrawal such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal as shall be determined by the other Councils pursuant to clauses above and no notice under this clause 18 shall take effect unless and until such payment has been agreed or referred to the Dispute Resolution procedure under Clause 22.

18.4 Subject to the provisions of clause 15 or unless agreed otherwise by the parties, each Council reserves the right to recover from any party to this Agreement the costs of any claims, costs, expenses, losses or liabilities of any nature or which have been caused by any act or omission of that party and which are discovered after the party's withdrawal from this Agreement.

18.5 Any Council that withdraws from the Joint Committee shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions. Any Council that withdraws from the Joint Committee shall include in its notice to the other Councils confirmation that it shall comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions

## **19. Termination of this Agreement for Cause**

19.1 Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any other Council ("Defaulter") by the other Councils ("Non-Defaulting Councils") acting unanimously in giving sixty-five Business Days written notice to the Defaulter where the Defaulter materially breaches any of the provisions of this Agreement or in the case of a breach capable of remedy fails to remedy the same within thirty Business Days (or such other period as agreed by the Non-Defaulting Councils) of being notified of each breach in writing by the Non-Defaulting Councils and being required to remedy the same.

19.2 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

## **20. Termination of the Agreement by Agreement**

20.1 The Councils agree that this Agreement may be determined upon terms agreed by all the Councils.

20.2 Upon termination of this Agreement the parties agree that the Joint Committee shall cease to exist and any arrangement for the discharge of

Specified and Agreed Functions which has been made pursuant to this Agreement shall cease on the expiry of the notice period specified in the relevant Hosting Agreement and the Specified and Agreed Functions shall be returned to the Councils which were responsible for them prior to this Agreement.

- 20.3 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

## **21. Termination – Consequential Matters**

- 21.1 In the event of termination of this Agreement under Clause 20 as the case may be, any party shall supply to any other party when requested any information which the other party requires for the continuing discharge of the Specified and Agreed Functions; and
- 21.2 Any Intellectual Property Rights created under this Agreement shall be owned by the then parties in equal proportions; and
- 21.3 Each of the parties shall undertake to make such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement.
- 21.4 In the event of termination of this Agreement all Assets held by any of the Councils for the purposes of this Agreement shall be dealt with in accordance with the Financial Memorandum.
- 21.5 The Host Council shall: -  
21.5.1 be reimbursed by the Councils for all costs it incurs upon or as a consequence of Termination with each Council's contribution to such costs being calculated by reference to their respective percentage contribution as set out in the Financial Memorandum and  
21.5.2. transfer any relevant information it holds to the Council to which the relevant information relates.
- 21.6 It shall be the duty of the Councils to try to minimise any losses arising from the termination of this Agreement.
- 21.7 Each Council is responsible for its own compliance with the Directions and any other relevant law that applies to the Specified and Agreed Functions and shall take any action necessary to ensure that it is able to comply with its legal obligations following termination of this Agreement.

## **22. Dispute Resolution**

- 22.1 The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks in the context of this joint working arrangement to identify a solution at the lowest operational level that is appropriate to the subject of the dispute, and which avoids legal proceedings and maintains a strong working relationship between the parties.
- 22.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 22.

- 22.3 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall be referred to the Director of Operations who shall produce and implement a plan for resolving the dispute.
- 22.4 If the plan of the Director of Operations does not resolve the dispute it may at the written request of any Council involved in the dispute, be referred by each Council to its chief executive.
- 22.4 If the Councils' chief executives do not agree a resolution of the Dispute within one month of the date of service of any such request, the Councils may agree a process to attempt to settle the Dispute by mediation or arbitration.

## **23. Notices**

### **Form of Notice**

- 23.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to or sent by pre-paid first class post to the recipient at the address stated in Schedule 3 (or such other address as may be notified in writing from time to time) or sent by facsimile transmission to the recipient to the facsimile number stated in Schedule 3 or sent electronically to the e-mail address stated in Schedule 3.

### **Service**

- 23.2 Any such demand, notice or communication shall be deemed to have been duly served:
- (a) If delivered by hand, when left at the proper address for service.
  - (b) If given or made by pre-paid first-class post two Business Days after being posted;
  - (c) If sent by facsimile at the time of transmission provided that a confirmatory copy is on the same day that the facsimile is transmitted sent by pre-paid first class post in the manner provided for in clause 23.1 Provided That in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 10.00am on the next following Business Day; or
  - (d) If sent by e-mail, when it has been sent to the e-mail address stated in Schedule 4 and receipt of such e-mail has been acknowledged.

## **24. Information and Confidentiality**

- 24.1 Without prejudice to clauses 25 and 26 the parties shall keep confidential all matters relating to this Agreement or the Intellectual Property Rights of the parties and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to the Agreement or Intellectual Property Rights of the parties.

24.2 Clause 24.1 shall not apply to:

- (a) Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement.
- (b) Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause.
- (c) Any disclosure which is required by any law (including any order or a court of competent jurisdiction) any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law.
- (d) Any disclosure of information which is already lawfully in the possession of the disclosing party prior to its disclosure by the disclosing party.
- (e) Any disclosure which is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies.
- (f) Any disclosure which is necessary to be disclosed to provide relevant information to any insurance broker in connection with obtaining any insurance required by this Agreement.
- (g) Any disclosure by a party to a department, office or agency of the Government.
- (h) Any disclosure for the purpose of the examination and certification of a party's accounts.

Where disclosure is permitted under clauses 24.2(a), 24.2(f), 24.2(g), or 24.2(h) the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

## **25. Data Protection**

25.1 In relation to the subject matter of this agreement each party undertakes at all times to comply with the Data Protection Legislation. This clause 25 is in addition to and does not relieve remove or replace a party's obligations under the Data Protection Legislation.

25.2 Each Council:

- (a) Shall process Personal Data belonging to any other Council only on the instructions of that Council (subject to compliance with applicable law);
- (b) Shall only undertake processing of Personal Data reasonably required in connection with this Agreement.
- (c) Shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction

of or damage to Personal Data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss destruction or damage and the nature of the data to be protected having regard to the state of technological development and the cost of implementing any measures (those measures may include where appropriate pseudonymising and encrypting Personal Data ensuring confidentiality integrity availability and resilience of its systems and services ensuring (subject to the terms of any third party arrangements that may be in place) 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 technical and organisational measures adopted by it);

- (d) Shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- (e) Shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the other Councils has been obtained and the following conditions are fulfilled.
  - (i) The Council transferring the Personal Data has provided appropriate safeguards in relation to the transfer.
  - (ii) The data subject has enforceable rights and effective legal remedies.
  - (iii) The Council transferring the Personal Data complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred
- (f) Shall assist the other Councils in responding to any request from a data subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security breach notifications impact assessments and consultations with supervisory bodies.
- (g) Shall use its reasonable endeavours to procure that all relevant sub-contractors and third parties comply with this clause 25.

25.3 The Councils shall not disclose Personal Data to any third parties other than:

- (a) To employees and sub-contractors and third parties to whom such disclosure is reasonably necessary in order for the Councils to discharge the Councils' obligations in relation to this Agreement; or
- (b) To the extent required under a court order or to comply with any applicable laws

provided that any disclosure to any sub-contractor or any third parties under clause 25.3 shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this clause 25 and that the Councils shall give notice in writing to all other Councils of any disclosure of Personal Data belonging to them which they or a sub-contractor or third parties are required to make under clause 25 immediately they are aware of such a requirement.

- 25.4 Any Council may, at reasonable intervals, request a written description of the technical and organisational methods employed by any other Council and the relevant sub-contractors. Within five Business Days of such a request, the Council requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Council can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation. Each Council shall use its reasonable endeavours to ensure that the sub-contractors and any third parties also comply with such request from any other Council.
- 25.5 All Councils shall ensure that any Personal Data they obtain and provide to any other Council has been lawfully obtained and complies with the Data Protection Legislation and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the Data Protection Legislation.
- 25.6 Each Council shall provide the other Councils as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Councils may reasonably request in writing and the party asked to provide the relevant data may reasonably be able to provide in order for the other Council to comply with its obligations under this clause and the Data Protection Legislation.
- 25.7 Each Council shall take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.
- 25.8 The Councils shall continually review any existing information sharing protocols being used in relation to this Agreement to ensure they remain relevant and to identify which Personal Data needs to be processed and on what basis to ensure compliance with this clause 25.
- 25.9 Each Council shall maintain complete and accurate records to demonstrate its compliance with this clause 25.

## **26. Freedom of Information**

- 26.1 The parties recognise that the Councils are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.
- 26.2 The Councils shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge in gathering information to respond to an Information Request.
- 26.3 Any Council shall be entitled to disclose any information relating to this Agreement and the Specified and Agreed Functions in response to an Information Request save that in respect of any Information Request which is in whole or part a request for Exempt Information.
- 26.4 The Council which receives the Information Request shall circulate the Information Request and shall discuss it with the other Councils and the Director of Operations.

- 26.5 The Council which receives the Information Request shall in good faith consider any representations raised by other Councils when deciding whether to disclose Exempt Information and
- 26.6 The Council which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council or Councils to which it relates.
- 26.7 The parties to this Agreement acknowledge and agree that any decision made by a Council which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI Legislation is solely the decision of that Council. A Council will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

## **27. Intellectual Property**

- 27.1 Each Council will retain all Intellectual Property in its Material.
- 27.2 Each Council will grant all of the other Councils a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Councils' obligations in relation to this Agreement whether or not the Council granting the licence remains a party to this Agreement.
- 27.3 Without prejudice to clause 27.1, if more than one Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Councils), each of the Councils who contributed to the relevant IP Material will grant to all other Councils to this Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.
- 27.4 Any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement shall have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.
- 27.5 Each Council warrants that it has or will have the necessary rights to grant the licences set out in clause 27.2 and 27.3 in respect of the IP Material to be licensed.
- 27.6 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Councils (and at the expense of the Council or Councils making the request) to give full effect to the terms of this Agreement.

## **28. Language**

- 28.1 The Joint Committee shall arrange for the Specified and Agreed Functions to be discharged in such a way that each of the Councils comply with their duties under the Welsh Language (Wales) Measure 2011

## **29. Severability**

- 29.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

- (a) That shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
- (b) The parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

## **30. Relationship of Parties**

- 30.1 Each of the parties is an independent organisation and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of partnership or principal/agent or of employer/employee. No party shall have any right or authority to act on behalf of another party nor to bind another party by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

## **31. Third Party Rights**

- 31.1 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **32. Entire Agreement**

- 32.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party 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 are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

## **33. Law of Agreement or Jurisdiction**

- 33.1 This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

**34. Discretion of the Councils**

- 34.1 The discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

THE COMMON SEAL OF

[        ] Council

was affixed in the presence of

SIGNED BY

Duly authorised for and

on behalf of Welsh Local Government Association

in the presence of

## **Schedule 1 Constitution of the Joint Committee**

- 1 All 22 Councils shall appoint one representative as voting members of the Joint Committee.
- 2 The Joint Committee shall appoint one of its voting members as chair and one of its voting members as vice chair.
- 3 Unless they have already been appointed by their Council as its representative the Councils shall appoint the following persons (subject to the agreement of such persons) as non-voting members of the Joint Committee:
  - 3.1 A WLGA spokesperson for health and social services.
  - 3.2 A WLGA deputy spokesperson for health and social services.
  - 3.3 The executive leader or a deputy in respect of one of those roles of the Host Council.
  - 3.4 The Co-chairs of the Combined Governance Board.
- 4 The relevant Councils may nominate one or more substitute members from, subject to notification being given to the officer acting as Monitoring Officer to the Joint Committee before the start of the meeting. The member appointed as a substitute shall have full voting rights where the member for whom they are substituting does not attend.
- 5 Each voting member of the Joint Committee shall comply with the Code of Conduct of their Council when acting as a Member of the Joint Committee.
- 6 The Host Council or, as the case may be the relevant councils may remove any voting member or substitute voting members of the Joint Committee and appoint a different representative of the Host Council or, as the case may be, the same council as the member or substitute being replaced by giving written notice to the officer who is acting as Monitoring Officer to the Joint Committee.
- 7 Each voting member of the Joint Committee shall have one vote.
- 8 Each member of the Joint Committee shall serve upon the Joint Committee for as long as he or she is appointed to the Joint Committee by the relevant Councils, but a member shall cease to be a member of the Joint Committee if he or she ceases to be a member of the Council of which he or she was a member when he or she was appointed to the Joint Committee or if the Councils remove him or her as a member of the Joint Committee.
- 9 Any casual vacancies howsoever arising shall be filled by the Councils by notice in writing sent to the officer who is acting as Monitoring Officer to the Joint Committee.
- 10 Unless otherwise agreed by the Councils, meetings of the Joint Committee shall be held at the offices of the WLGA, Host Council or virtually.
- 11 The Joint Committee shall meet at least once annually.

- 12 The officer who is acting as Monitoring Officer to the Joint Committee shall call additional meetings at the direction of the chair by providing at least three clear days' notice to members of the Joint Committee, unless the meeting is called at shorter notice. The officer who is acting as Monitoring Officer to the Joint Committee must call a meeting of the Joint Committee if all the voting members of the Joint Committee request it or the Head of Paid Service of each Council requests it.
- 13 Meetings shall be notified to members of the Joint Committee by the officer who is acting as Monitoring Officer to the Joint Committee.
- 14 The officer who is acting as Monitoring Officer to the Joint Committee shall send electronically to all members and relevant officers of each Council the agenda for each meeting of the Joint Committee no later than three clear days before the date of the relevant meeting unless the meeting is convened at shorter notice
- 15 The officer who is acting as Monitoring Officer to the Joint Committee shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall present them to the Joint Committee at its next meeting for approval as a correct record. The Officer who is acting as Monitoring Officer to the Joint Committee shall circulate the minutes to the Councils prior to the next meeting of the Joint Committee. If the Joint Committee confirms that the minutes contain an accurate record of the previous meeting, those minutes shall be signed by the chair or vice-Chair.
- 16 A meeting of the Joint Committee shall require a quorum of 60% of the voting members. If there is a quorum of members present but neither the chair nor the vice-chair is present, the members present shall designate one member to preside as chair for that meeting.
- 17 Subject to the provisions of any enactment all questions coming or arising before the Joint Committee shall be decided by a majority of the members of the Joint Committee immediately present and voting thereon. In the case of an equality of votes the chair shall have a casting vote. Subject to paragraph 18 below all voting shall be by a show of hands.
- 18 Any member of the Joint Committee may request the Joint Committee to record the votes of individual members of the Joint Committee on a matter for decision.
- 19 The order of business shall be indicated in the agenda for the meeting.
- 20 Any member of the Councils who is not a member of the Joint Committee is entitled to attend the Joint Committee but he or she shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the chair and comments will be recorded only on the direction of the chair.
- 21 A meeting of a principal council shall be open to the public except to the extent that they are excluded (whether during the whole or part of the proceedings).The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings that if members of the public were present during that item, confidential information as defined in section 100A(3) of the Local Government Act 1972 or exempt

information as defined in section 100I of the Local Government Act 1972 would be disclosed to them. In view of the sensitivity of the matters for which the Joint Committee is responsible it is to be expected that most business to be transacted at meetings of the Joint Committee will include confidential or exempt information but the Joint Committee will consider this in respect of every item of business to be considered at a meeting of the Joint Committee.

- 22 Unless members of the public are excluded from a meeting of the Joint Committee in accordance with paragraph 21 above meetings of the Joint Committee will be open to the public.
- 23 Members of the public wishing to address the Joint Committee (or a sub-committee of the Joint Committee) on reports contained within the agenda for the meeting may at the discretion of the Chair be given the opportunity to do so.
- 24 Each Council may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Council's constitution. If any decision of the Joint Committee is subject to call in by a Council, the Joint Committee shall take no action to implement that decision unless the call in process upholds the decision.
25. The Joint Committee may delegate a function to an officer. At the commencement of this agreement, the Joint Committee has delegated functions to the Director of Operations as outlined in Schedule 5

## **Schedule 2 Terms of Reference of the NAS Combined Governance Board**

### **Functions and responsibilities of the Combined Governance Board**

- 1 The Combined Governance Board shall have the following responsibilities:
  - 1.1 To provide political and professional leadership and advice to inform the overall strategic direction of the National Adoption Service in Wales.
  - 1.2 To hold the Regional Collaboratives (and their staff), the Director of Operations and central team, the VAA's and other services accountable for the delivery and performance of their services within the National Adoption Service arrangements.
  - 1.3 To approve for submission to the Joint Committee as prepared by the Director of Operations / central team.
    - An annual programme of work for the National Adoption Service.
    - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
    - The budget and financial management arrangements of services and the office of the Director of Operations.
  - 1.4 To monitor and have oversight of:
    - The performance of the National Adoption Service to ensure its successful delivery and improvements in the adoption process to lead to positive outcomes for children and adults affected by adoption.
    - The quality of engagement with the Voluntary Adoption Agencies (VAAs) and service user representatives at central and regional levels.
    - Compliance with The Directions
    - Compliance with the Conflict-of-Interest Protocol
  - 1.5 To consider and make recommendations for the future direction of the National Adoption Service using:
    - Information and data, including from the National Performance System in relation to the services as a whole, each Regional Collaborative, the VAA's and other services.
    - Professional and best practice advice from the sector.
    - The views of children, young people and adults who use services.
    - Other evidence including reports from the Director of Operations.

- 1.6 To ensure arrangements are in place for the flow of information, including receipt of minutes and papers, between the Combined Governance Board and:
- The Joint Committee.
  - Regional Management Committees.
  - Local government members and officers across Wales.
  - Equivalent bodies in VAA's and other services.
- 1.7 To encourage and enable the statutory and voluntary sectors to work in partnership to deliver the best outcomes for children and adults affected by adoption.
- 1.8 To ensure that the views of all stakeholders, including those who use adoption services, are represented effectively both at national and regional levels.
- 1.9 To ensure the National Adoption Service is working within Welsh Government guidance and strategies for children particularly looked after and adopted children.
- 1.10 To ensure that due consideration is given to the need for Welsh Language services in planning and delivery of adoption services throughout Wales.
- 1.11 To support the delivery of adoption services through the National Adoption Service arrangements to ensure it reflects the best possible practice and is based on a culture of continuous improvement.
- 1.12 To notify Joint Committee and Welsh Ministers of any issues regarding the National Adoption Service which it considers need to be drawn to their attention.
- 2 Membership of the Combined Governance Board will comprise of:
- WLGA Spokesperson for Health and Social Services or their representative.
  - WLGA Deputy Spokesperson for Health and Social Services
  - Independent Chair of the National Adoption Service Advisory Group (Chair of the Advisory Group and Co-Chair of the Combined Governance Board Meeting).
  - Leader (or nominated executive representative) of Host Council.
  - Elected member representative for each of the 5 Regional Adoption Collaboratives (from which the Vice Chair will be drawn).
  - Director / Head of Service from each of the Regional Collaboratives.
  - Senior officer representative of the Host Council.
  - Representative of the 5 VAAs in Wales.
  - Officer representative from the WLGA.

- Representative from the Association of Directors for Social Services Cymru (ADSSC).
  - Representative of Association of Directors of Education in Wales (ADEW).
  - A Designated doctor for Safeguarding/Looked After Children.
  - A current RAC Adoption Panel Medical Advisor.
  - Child and Adolescent Mental Health Services (CAMHS) representative.
  - Representative of a Social Research Centre (currently Cardiff University, CASCADE).
  - Representative of Children's Commissioner for Wales.
  - Representative of CAF/CASS Cymru
  - Citizen or service user.
  - Legal services representative from the Host Council.
  - Director of Operations, National Adoption Service and secretariat.
- 3 The Joint Committee may invite other persons to attend meetings of the Combined Governance Board as observers.
- 4 The terms of reference of the Combined Governance Board shall be reviewed by the Joint Committee at least once a year which may make amendments to the terms of reference.

### Schedule 3 Notice Provisions

Welsh Local Government Association  
One Canal Parade,  
Dumballs Road  
CARDIFF  
CF10 5BF

Blaenau Gwent County Borough Council  
Municipal Offices  
Civic Centre  
Ebbw Vale  
NP23 6XB

Bridgend County Borough Council  
Civic Offices  
Angel Street  
Bridgend  
CF31 4WB

Caerphilly County Borough Council  
Ty Penalta  
Tredomen Park  
Ystrad Mynach Hengoed  
CF82 7PG

The County Council of the City and County of Cardiff  
County Hall  
Cardiff  
CF10 4UW

Carmarthenshire County Council  
County Hall  
Carmarthen  
Carmarthenshire  
SA31 1JP

Ceredigion County Council  
Neuadd Cyngor  
Ceredigion  
Penmorfa  
Aberaeron  
Ceredigion  
SA46 OPA

Conwy County Borough Council  
Bodlondeb  
Bangor Road  
Conwy  
LL32 8DU

Denbighshire County Council  
County Hall  
Wynnstay Road  
Ruthin  
LL15 1YN

Flintshire County Council  
County Hall  
Mold  
CH7 6NB

Gwynedd Council  
Council Offices  
Shirehall Street  
Caernarfon  
LL55 1SH

Isle of Anglesey County Council  
Council Offices  
Llangefni  
LL77 7TW

Merthyr Tydfil County Borough Council  
Civic Centre  
Merthyr Tydfil  
CF47 8AN

Monmouthshire County Council  
PO Box 106  
Caldicot  
NP26 9AN

Neath Port Talbot County Borough Council  
Port Talbot Civic Centre  
Port Talbot  
SA13 1PJ

Newport City Council  
Civic Centre  
Godfrey Road  
Newport  
NP20 4UR

Pembrokeshire County Council  
County Hall  
Haverfordwest  
Pembrokeshire  
SA61 1TP

Powys County Council  
Powys County Hall  
Spa Road East  
Llandrindod Wells  
Powys  
LD1 5LG

Rhondda Cynon Taf County Borough Council  
The Pavilions  
Cambrian Park  
Clydach Vale  
Tonypany  
CF40 2XX

The Council of the City and County of Swansea  
Civic Centre  
Oystermouth Road  
Swansea  
SA1 3SN

Torfaen County Borough Council  
Civic Centre  
Pontypool  
Torfaen  
NP4 6YB

Vale of Glamorgan Council  
Civic Offices  
Holton Road  
Barry  
Vale of Glamorgan  
CF63 4RU

Wrexham County Borough Council  
The Guildhall  
Wrexham  
LL11 1AY

[The Councils to provide details of fax numbers and e-mail addresses.]

## Schedule 4 Financial Memorandum

- 1 The core budget for the office of the Director of Operations and national functions of the National Adoption Service is provided by a 'top slice' of the Revenue Support Grant and made available to the NAS via the Welsh Local Government Association. This arrangement was agreed by the Co-ordinating Committee of the WLGA in March 2014 as part of its agreement to the proposals to establish NAS.
- 2 The Councils shall ensure that:
  - 2.1 The Joint Committee, the Combined Governance Board and the Director of Operations make appropriate use of the National Adoption Services budget to perform their functions and to facilitate achievement of the aims in clause 2 of this Agreement.
  - 2.2 There are adequate financial and accounting procedures for the purposes of this Agreement.
- 3 The Host Council will provide the financial administrative accounting system and appropriate associated support for the discharge of the Specified and Agreed Functions on behalf of the Councils. Subject to the statutory role of each Council's Section 151 Officer in relation to their Council, the Host Council shall provide for the purposes of this Agreement the services of its Section 151 Officer to the Joint Committee.
- 4 The Director of Operations shall submit annual monitoring and accounting reports to the Joint Committee which shall include explanations for any variances against the profiled budget.
- 5 The Joint Committee shall review the expenditure and forecast to ensure that the allocated budget is being correctly adhered to.
- 6 The Joint Committee shall be presented with a report on the proposed use of the budget for the discharge of the Specified and Agreed Functions for approval on behalf of the Councils for the following financial year.
- 7 The Host Council shall apply its Financial Regulations and Contract Procedure Rules to the discharge of the Specified and Agreed Functions on behalf of the Councils pursuant to this Agreement.
- 8 Proportionate Basis for costs and liabilities of the Councils arising under the Agreement:

The Proportionate Basis for which each Council shall be liable for costs arising under the Agreement (to the extent that the same exceed the 'top slice' of the Revenue Support Grant made available to the Joint Committee) shall be calculated by reference to the proportion that the population of each Council's area makes of the total population of Wales. Any indemnity to be funded by all Councils shall be calculated on the same basis.

## **Schedule 5 Specified and Agreed Functions and Services**

### **1 Service Vision**

- 1.1 The Councils wish to use the joint discharge of the Specified Functions to improve the performance of the Councils and partners in meeting the needs of those children who require permanence through adoption by bringing together the best practice from each authority and partner into an integrated adoption service and similarly for an agreed range of fostering functions.
- 1.2 The Councils agree that the joint discharge of the Specified and Agreed Functions should be underpinned by the guiding principles that looked after children and prospective adopters alike are advantaged by the joint discharge of functions and that the joint discharge of functions is demonstrably more efficient and flexible in delivering the Services.

### **2 Aims, Principles and Objectives of the joint discharge of the Specified Functions for adoption services**

- 2.1 Enabling the Councils to comply with their obligations under the Directions.
- 2.2 Delivering a comprehensive adoption service at a national level.
- 2.3 Exercising oversight of Councils' compliance with legislation, regulations, minimum standards, local procedures and the performance management framework set by the Welsh Government and accountable to the Senedd / Welsh Parliament in line with the Directions.
- 2.4 Ensuring that services are carried out in a timely and efficient way and based upon the assessed needs of those persons requiring the service.
- 2.5 Ensuring that persons seeking approval as adoptive parents are welcomed without prejudice and delay and that their applications are considered on their individual merit.
- 2.6 Developing a recruitment strategy which ensures a range of adoptive placements are available nationally or through external agencies to ensure timely placements for all children where the placement plan is adoption.
- 2.7 Providing a child focused placement service to ensure that children are appropriately matched with adopters who can meet their needs throughout their childhood.
- 2.8 Providing a range of pre and post adoption support and intermediary services in conjunction with statutory and voluntary sector providers.
- 2.9 Establishing effective working links with key stakeholders.

- 2.10 Maintaining effective working links with local authority children's services departments to ensure that agency functions in relation to children requiring adoptive placements are maintained.
- 2.11 Utilising and building upon examples of good practice and promote consistency, excellence and continuous improvement.
- 2.12 Complying with the requirements of external audit and inspection.
- 2.13 Ensuring that customer feedback and the views of service users are obtained and considered in the development of services.

### **3 Aims, Principles and Objectives of the joint discharge of the Agreed Functions for fostering services through Foster Wales**

- 3.1 National leadership to ensure consistency of approach on a regional and local authority basis
- 3.2 Commission / monitoring of the programme management contract with Association for fostering and adoption Cymru (AFA Cymru) / creation of a post for this function plus oversight / support of programme manager's work
- 3.3 Maintaining a performance framework and supporting performance reporting at national and regional level to inform improvement
- 3.4 Production of annual report and any other reporting required
- 3.5 Administration of agreed Foster Wales national Governance arrangements and support to Regional Development Manager meetings, practice forums and task & finish groups
- 3.6 Promotion of best practice and culture of continuous improvement currently as below:
  - Oversight and ongoing development of the Foster Wales brand
  - Production of national Policy and Procedures handbook incl. for recruitment
  - Core Offer of support
  - Fees and Allowances
  - Learning and Development framework
- 3.7 Commissioning and contract monitoring of contracts required for FW work – incl. website, brand repository, national marketing manager, launch & campaigns.
- 3.8 Administration of FW finance and grants and accountancy support. Securing resourcing through new / additional finance where possible.

### **4 The Specified and Agreed Functions**

- 4.1 The Specified and Agreed Functions are:

The functions of the Director of Operations and central team including the following:

- Providing leadership to set the direction for NAS and Foster Wales including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
- Reviewing progress including analysis of performance data and service information from the regions and VAA's.
- Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee and submission to Welsh Ministers as well as to WLGA and ADSS-C where required.
- Providing specific functions nationally to support and enable NAS operations (currently as below)
  - Establishing and maintaining a website for the National Adoption Service for Wales
  - Management of the Adoption Register for Wales (under contract from Welsh Government)
  - Commissioning and contracting national contracts to support service delivery functions and support
  - Maintaining arrangements for service user engagement across Wales
  - Leadership, matrix management oversight, advice and support to regions and VAA's.
  - Promotion of best practice and a culture of continuous improvement throughout the NAS.
  - Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment.
  - Strategic commissioning as necessary for the discharge of functions
  - Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board
  - Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
  - Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
- Providing specific functions nationally to support and enable Foster Wales operations (currently as below)
  - Establishing and maintaining a national website for Foster Wales

- Commissioning and contracting national contracts to support service delivery functions and support
- Leadership, matrix management oversight, advice and support to regions and LA's
- Promotion of best practice and a culture of continuous improvement
- Managing the central team allocation, grants and investment, enabling negotiations with funding bodies to secure ongoing resourcing.
- Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Lead Heads of Children's Services Group
- Promotion of Foster Wales, including national PR and marketing.
- Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.

## **5 The Services**

5.1 The services to be provided by the host local authority to facilitate the discharge of the Joint Committee's function shall be detailed in a separate agreement but will be provided subject to and on the overarching terms and conditions set out in this Agreement . Such Host services may include:

(i) Office accommodation and allied facilities services

(ii) Employment of staff, associated human resource functions and advising on workforce planning / issues

(iii) Use of its IT systems and databases, including provision of a separate email domain/s and stand-alone websites as needed

(iv) Finance / accounting services, supporting management of core budget and grant aid including facilitating the transfer of funds to relevant local government or partners agencies of NAS and Foster Wales.

(v) Information security advice and support, ensuring compliance with changing legislation

(vi) Facilitation of procurement and contracting requirements to deliver functions

(vii) Legal advice as required incl. for contracts.

(viii) Engagement of Officers and Members in governance arrangements as required by the Directions

5.2 The Host Authority may make arrangements with third parties for the discharge of the Services and recharge such costs to the Joint

Committee. The Host Authority shall first discuss such matters with the Director of Operations.

## **Schedule 6 Terms of Reference for the Lead Head of Children's Services Group**

### **1 Objectives and Scope**

- 1.1 The main objectives of this group are:
- (a) To support the strategic oversight of Foster Wales
  - (b) To consider the implications at local and regional level arising from the transition to Foster Wales
  - (c) To consider the development needs of services at local, regional, and national level
  - (d) To seek and support solutions to overcome barriers and challenges
  - (e) To continue to develop and maintain collaboration across local authority fostering
  - (f) To consider reports presented, agree actions, make decisions, and monitor progress
  - (g) To consider performance reports and monitor KPIs as identified and agreed
  - (h) To make recommendations for future areas of work programme development

### **2 Membership**

- 2.1 Core membership will include:
- (a) 6 x Regional designated Lead Head of Children's Services
  - (b) Director of the National Adoption Service
  - (c) 6 x Regional Development Managers
  - (d) A Director of Social Services
  - (e) Programme Manager
  - (f) An officer of the Welsh Local Government Association
- 2.2 Arrangements will be put in place to ensure good links between this meeting and members including briefing the WLGA spokesperson for health and Social Care or their nominated Deputy with responsibility for children's services.

### **3 Frequency of meetings**

- 3.1 Meetings will be held at an agreed frequency no less than quarterly (currently monthly), dates and times will be scheduled and provided with advanced notice.

#### **4 Accountability and communication**

- 4.1 The group is accountable to the Joint Committee, which holds responsibility for overall oversight of the National Adoption Service and Foster Wales.
- 4.2 Regional representatives are responsible for ensuring that effective communication channels are in place. This should include mechanisms for the sharing of information, decisions, and outcomes from this group to relevant forums and individuals within their own region.

## **Schedule 7 Scheme of Functions Delegated to the Director of Operations**

### **Part One**

#### **SCHEME OVERVIEW**

##### **1. Purpose**

- 1.1. The National Adoption Service for Wales (NAS) operates in a multi-agency partnership context. This is a complex arrangement best described as a local government led collaborative with a range of different interfaces including the voluntary sector. In order that the NAS national / central team staff can carry out its functions effectively under the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015, it is essential that employees at all levels of the organisation are clear that they have the delegated authority to make decisions. It is also important that employees are clear where they do not have the authority to make decisions.
- 1.2. The Scheme of Delegation is the framework creating the authority to make a decision or discharge a function. Delegation also means that those to whom responsibility has been given are prepared to be accountable for the decisions they have been asked to make and the functions they discharge. Effective and transparent decision making also requires that those making a decision must be confident about the scope of their authority.
- 1.3. The aim of the Scheme of Delegation is to set out who has the authority to make decisions within the national / central team of the National Adoption Service for Wales. It is a companion document to the National Adoption Service in Wales Partnership Agreement and the Agreement for the Establishment of a Joint Committee for the National Adoption Service.
- 1.4. This Scheme of Delegation sets out who can carry out the functions. It does not explain how they are to be carried out. The NAS has adopted the procedures of the Host Council (Cardiff Council) which set out the rules for this. The Host Council is also the employer of NAS staff. As a result, NAS Officers must be familiar with the Host Council's:
  - Financial Procedure Rules (Part 4.6 of the Constitution)
  - Contract Standing Orders and any Procurement guidelines issued by the Host Council
  - Human Resources guidance and procedures
- 1.5. All powers within the Scheme of Delegation are to be exercised within approved budgets and all staffing and recruitment delegations take effect subject to approved HR guidelines.
- 1.6. At the commencement of this Agreement the full arrangements for Foster Wales are being developed but it is anticipated that its relationship to the Joint Committee will be the same as for NAS albeit that governance is managed through the Lead Heads of Children's Services (LHOCS) meeting and that delegated authority will operate in the same way. The Terms of Reference of the Lead Heads of Children's Services meeting are in Schedule 6 of this Joint Committee Agreement.

##### **2. Arrangement of the Scheme of Delegation**

- 2.1. . The Scheme of Delegation is arranged in three parts.
  - a) Scheme Overview
  - b) The Joint Committee and Combined Governance Board
  - c) The Director of Operations

### **3. The Joint Committee, Combined Governance Board and Regional Collaboratives**

- 3.1. The complex nature of the arrangements has a number of key bodies either delivering the Adoption Services or setting overall strategy. They interact in a way that influences the approach to delegation.
- 3.2. The Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers with reference to the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be underpinned by a legal agreement (Joint Committee Agreement) and be comprised of Council Members. Its role will be to oversee the work of NAS and Foster Wales and specifically approve / receive the below:
  - The Annual Reports of NAS and of Foster Wales;
  - The annual programmes of work for the NAS and for Foster Wales;
  - The budget/s for the office of the Director and the national work of NAS and for Foster Wales; and
  - The agreement, and any changes required, for the Host Council support of the office of the Director to enable it to facilitate the work of NAS and FW.
- 3.3. For NAS (only) it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions (now Senedd Wales).
- 3.4. The Joint Committee has primary responsibility for the delegation framework as it may delegate a function to an officer.
- 3.5. The terms of reference for the Combined Governance Board are contained in schedule 2 of the Agreement for the Establishment of a Joint Committee for the National Adoption Services. The schedule indicates the Board must approve as prepared by the Director of Operations / central team the following:
  - An annual programme of work for the National Adoption Service.
  - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
  - The budget and financial management arrangements of services and the office of the Director of Operations.
- 3.6. The terms of reference also hold the following accountable for the delivery and performance of their services within the NAS arrangements:
  - Regional Collaboratives (and their staff),
  - the Director of Operations and central team,
  - the Voluntary Adoption Agencies and other services
- 3.7. In order to support the work of the Combined Governance Board the Director of Operations will prepare the items listed in section 3.3 using the support of the Host Council where appropriate.
- 3.8. As the lead executive of the NAS, the Director of Operations has delegated authority from the Joint Committee to manage the organisation. The Director of Operations is also responsible for delegating other decision-making responsibilities to officers within NAS.
- 3.9. The Joint Committee delegates to the Combined Governance Board or Director of Operations all matters which it does not reserve to itself for decision.

- 3.10. The Director of Operations shall provide regular reports to the Combined Governance Board and Joint Committee on the discharge of the Specified Functions.
- 3.11. The delegation of functions and responsibilities both from the Joint Committee and the Director of Operations requires those using delegated authority to carry out those functions in a way that will not prevent the effective discharge of any functions or bring the NAS into disrepute or in any other way have an adverse effect on the NAS.
- 3.12. The scheme of delegation can be removed by the Joint Committee if it takes a formal decision to do so. In these circumstances the Joint Committee would assume those responsibilities that it had previously delegated or delegate these responsibilities to the Combined Governance Board. The Director of Operations can also remove delegations they have granted to their team and in doing so would assume the previously delegated responsibilities or transfer these to another member of their team.
- 3.13. Each region is made up of a number of specified local authorities. These are regional collaboratives overseen by Regional Management Boards. For the NAS to work effectively Partnership Agreement states there should be robust links between RMBs, the Combined Governance Board and the central team (led by the Director of Operations). The RMBs are required to produce an annual report submitted to the Director of Operations by 31<sup>st</sup> May each year. Other aspects of regional working include the Regional Joint Committees, Regional Operation Groups and a lead authority for each region.
- 3.14 There is no legislation underpinning Foster Wales. Existing regional meetings link to the national Lead Heads of Children's Services meeting which in turn reports to the Joint Committee.

#### **4. Principles of Delegation**

- 4.1. The scheme of delegation has a number of principles that underpin the approach adopted so that the transfer of responsibility for a task or function from the Joint Committee, Board Meeting or Director of Operations does not change the overall accountability.
- The Joint Committee, Combined Governance Board LHOC's meeting and the Director of Operations remain accountable for all their functions, even those they have delegated. In order to be assured that the responsibilities that they have delegated are being discharged properly they require information about the exercise of those functions. Appropriate management oversight must be exercised to ensure there is sharing of delegated decisions.
  - In order to make sound decisions, the authority to take decisions must be supported by appropriate skills and knowledge. Those exercising delegated decision-making powers must be made aware of the decisions that have been delegated to them, the limits of their authority and have access to relevant advice if appropriate.
  - A record of delegated decisions will be kept and shared with the Joint Committee and the Combined Governance Board. The frequency of the information to be received will be determined by the Joint Committee and Board but should not be less than quarterly. Where a decision has been formally delegated to the Director of Operations by the Joint Committee or the Combined Governance Board, the decision to delegate will be recorded in the Committee or Board minutes. The decision and its outcome will then be contained in a separate section within the Director of Operations' Quarterly Report to the following

Combined Governance Board. An equivalent process will be developed for Foster Wales

- If the post holder for a delegated decision is absent the line manager will be expected to make the decision. Should the decision be urgent, and a matter delegated to the Director of Operations the Chair of the Combined Governance Board will be able to make the decision in consultation with the Board and, in the case of the absence of the Director of Operations, the relevant staff reporting to the Director of Operations.
- Where a delegated decision is viewed by the postholder as requiring further discussion due to the sensitivity of the issue they should consider approaching the Director of Operations for advice. In the case of the Director of Operations this would involve the Chair of the Joint Committee or the Combined Governance Board as appropriate.

## **5. Variation, ownership and review of the scheme**

- 5.1. The constitution of the Joint Committee includes authority to delegate a function to an officer (Schedule 1, paragraph 25). Variations to the Scheme of delegation will be approved by the Joint Committee and any deviation from it must be approved by the Joint Committee, with such deviations being reported to the next meeting.
- 5.2. For administrative purposes, the Director of Operations, on behalf of the Joint Committee, is the manager of the Scheme of Delegation and will keep the scheme under review in consultation with the Joint Committee Monitoring Officer who will be required to comment on the proposals. Any suggested amendments will be subject to consultation with the Combined Governance Board. Any proposed changes will be submitted to the Joint Committee unless authority to amend the scheme is delegated to the Combined Governance Board. If delegation occurs any changes to the Scheme of Delegation will be reported to the next Joint Committee.
- 5.3. However, the Scheme will be updated as often as is necessary to ensure it remains current, following review and consultation in accordance with paragraph 5.2.

## **Part Two**

### **The Joint Committee, the Combined Governance Board, Regional Collaboratives, Lead Heads of Children's Services meeting and Director of Operations**

#### **a. The Joint Committee**

1. The Agreement for the Establishment of a Joint Committee for the National Adoption Service indicates Welsh Councils have agreed to establish and participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
2. The Joint Committee is specifically responsible for:
  - a. The overall scheme of delegation.
  - b. establishing and delivering the NAS and Foster Wales strategic aims and objectives consistent with its overall strategic direction and within the agreed Welsh Government policy.
  - c. strategic direction and decisions as submitted by the Combined Governance Board and LHOC's meeting.
  - d. ensuring that the responsible minister is kept informed of any changes which are likely to impact on NAS strategic direction or the delivery of the

obligations set out in the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015.

**b. The Combined Governance Board**

3. The terms of reference of the Combined Governance Board (the Board) indicates the overall role is to provide strategic direction and decisions for submission to the Joint Committee to facilitate the delivery and improvement of adoption services on Wales through the National Adoption Service (NAS) arrangements.
4. The Board also holds the Regional Collaboratives and the Director of Operations and central team accountable for delivery and performance of their services within the NAS arrangements.
5. The Board is responsible for ensuring the Director of Operations has adequate resources to discharge the Specified Functions and deliver an effective NAS. In coming to a decision whether to recommend this to the Joint committee the Board will rely on the advice of the Director of Operations.

**c. Regional Collaboratives**

6. The Regional Collaboratives must provide an annual report to the Director of Operations by 31st May covering
  - a. The performance of the regional collaborative against the performance measures in the National Performance Management Framework
  - b. An analysis of the implementation of the annual work programme and plans to address any under-performance
  - c. Plans to develop the adoption service within the region in accordance with the national business priorities
  - d. Information regarding the resolution of complaints and determination of disputes at local and regional level and any impact on the provision of adoption services
7. The Scheme of Delegation recognises that the Director of Operations will need to act on behalf of the Combined Governance Board and the Joint Committee when working with the Regional Collaboratives.
8. The Scheme of Delegation recognises that the Director of Operations is not only a member of the Combined Governance Board but is also the principal professional advisor on delivery and improvement of adoption services in Wales through the National Adoption Service arrangements. This will include providing advice to the Joint Committee and Combined Governance Board on the Regional Collaborative arrangements including reporting on the position to the Board based on the reports that Regional Collaboratives must provide to the Director of Operations by 31<sup>st</sup> May of each year

**d. The Director of Operations**

7. The scheme of delegation will operate to enable the Director of Operations to carry out the following Specified and Agreed Functions:
  - a. Providing leadership to set the direction for NAS including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
  - b. Reviewing progress including analysis of performance data and service information from the regions and VAA's.
  - c. Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee, and submission to

Welsh Ministers as well as to WLGA and ADSS-C where required;  
and

- d. Providing specific functions nationally to support and enable NAS operations including those outlined in the table below.

**MATTERS DELEGATED BY THE JOINT COMMITTEE TO THE DIRECTOR OF OPERATIONS. (*The delivery of these delegated functions will be overseen on a day-to-day basis by the Combined Governance Board for NAS and the Lead Heads of Services meeting for Foster Wales*)**

**Strategic Direction and Business Planning**

The Director of Operations is responsible for:

- Overseeing the development of the annual programme of work and budget for the National Adoption Service (incl. Foster Wales). This will include a medium term (3 year) financial plan accompanied by the assumptions on which longer term planning is based
- A half year and full year progress report for the Welsh Ministers and the Welsh Government with required oversight of the Combined Governance Board and the Joint Committee.

**Financial Management, Commissioning, Propriety and Value for Money**

The Director of Operations is responsible for:

- Ensuring the NAS stays within its overall budget
- Ensuring the NAS operates within the financial regulations of the Host Council
- Signing agreements or other documents on behalf of the Joint Committee and/or the Combined Governance Board
- Securing appropriate resourcing through new/additional finance or reprofiling of existing as well as managing the central team allocation, grants and investment
- Ensuring the NAS complies with any requirements to publish information as required by legislation and the Welsh Government
- Approving the level of delegation for non-pay expenditure within the overall delegation scheme as approved by the Joint Committee and/or the Combined Governance Board
- Approving those posts as having the responsibility of Budget Holder
- Authorising contracts up to £1m, and in excess of £1m in conjunction with the Combined Governance Board
- Taking overall responsibility for the control of the NAS's fixed assets
- Ensures the Host Council's agreed systems of control are applied within the NAS to protect against fraud and losses including data losses
- Strategic Commissioning as necessary for the discharge of functions
- Ensuring all staff are aware that the NAS operates within the Host Council's:
  - Financial Regulations and procedures.
  - Contract Standing Orders and any Procurement guidelines issued by the Host; and
  - Human Resources guidance and procedures

**Risk Management and Assurance**

The Director of Operations is responsible for:

- Ensuring the risks to the Annual Plan are identified, assessed, managed and escalated where necessary in accordance with the Host Council's risk management policy
- Monitoring, controlling and assuring the Joint Committee and Combined Governance Board of the business and regulatory risks for which they are responsible

#### **Information and Information Governance**

The Director of Operations is responsible for:

- Understanding and addressing the risks to the information assets under their control or delegated to them by the Joint Committee and/or Combined Governance Board
- Providing assurance to the Host Council's SIRO on the security and use of information assets
- Ensuring data is managed in accordance with the requirements of the Data Protection Act 1998
- Approving the release of information about the provision of National Adoption Services
- Establishing and maintaining a website for the National Adoption Service for Wales
- Promotion of adoption, including PR and marketing and the provision of the 'face and voice' of adoption in Wales
- Management of the Adoption Register for Wales (under contract from the Welsh Government)
- Maintaining arrangements for service user engagement across Wales

#### **Dispute Resolution**

The Director of Operations is responsible for:

- Producing and implementing a plan to resolve any dispute that arises in relation to any aspect of the Agreement for the Establishment of a Joint Committee for the National Adoption Service

#### **Regional Arrangements and Regional Collaboratives**

- Advising the Joint Committee and/or the Combined Governance Board on the working arrangements for the Regional Collaboratives
- Leadership, matrix management oversight, advice and support to regions and VAA's
- Maintaining arrangements for national governance and allied sub/task & finish groups to engage stakeholders in carrying out the actions/work agreed by the Combined Governance Board



Gwasanaeth  
**Mabwysiadu**  
Cenedlaethol

National  
**Adoption**  
Service

**Achieving More Together  
/ Cyflawni Mwy Gyda'n  
Gilydd**

**NATIONAL ADOPTION SERVICE IN  
WALES  
PARTNERSHIP AGREEMENT  
FINAL**

(V1: September 2020; to be reviewed 2025)

**CONTENTS**

---

1 Interpretation.....3

2 Introduction .....4

3 Term .....5

4 The Partnership Context .....5

5 Working Styles and Behaviours .....6

6 The Role of Commissioning in the NAS Context.....7

7 Roles and Responsibilities of Partners .....9

8 Information Sharing, Confidentiality and Implementing Agreed Actions.....15

9 Disputes and Complaint Resolution .....16

10 Length of Partnership Agreement .....16

12 Signatories to Partnership Agreement .....18

**THIS AGREEMENT IS MADE ON [XXXX] 2020 hereon referred to as the 'commencement date'**

**BETWEEN:**

- (1) Each of the 22 Local Authorities listed in Schedule 1 of this Agreement,
  - (2) Each of the 5 Regional Lead Local Authority Officers in representing the broader membership of the regional collaborative/s and in particular in relation to sections 5, 6, 7, 8 and 9 as these apply to their roles,
  - (3) Director of Operations – National Adoption Service (NAS) in representing NAS as a whole and in particular sections 3, 4, 5, 6, 7, 8, 9, 10 as these apply the role,
  - (4) Welsh Local Government Association (WLGA)
- each is a "Partner" and together, the "Partners".

## **1 Interpretation**

- 1.1 In this Agreement unless the context otherwise requires:
  - 1.1.1 References to a statute or statutory provision shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted or replaced. Any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
  - 1.1.2 The headings are for convenience only and shall not affect the interpretation of any provision of this Agreement;
  - 1.1.3 Any phrase introduced by the words "including", "includes", "in particular" or "for example" or similar shall be construed as illustrative and shall not limit the generality of the related general words;
  - 1.1.4 "Writing" or "written" includes e-mail (provided that an error-free transmission report is received by the sender and no notification of malfunction or failure of transmission is received by the sender); and
  - 1.1.5 Definitions of all acronyms are contained within the Directions document referred to below and embedded in this Agreement and will therefore not be repeated here

## 2 Introduction

- 2.1 A Partnership Agreement (hereon referred to as the 'Agreement') is a non-legal contract between partners in a partnership which sets out the terms, roles, responsibilities and conditions of the relationships between the partners. It describes the powers and duties of each partner and how the parties will work together to exercise their powers and comply with the National Assembly Directions for the National Adoption Service for Wales (NAS), 'The Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 (hereon referred to as 'Directions')'.
- <https://gov.wales/adoption-and-children-act-2002-joint-adoption-arrangements-wales-directions-2015-no12>
- <https://llyw.cymru/cyfarwyddydau-deddf-mabwysiadu-phlant-2002-cyd-drefniadau-mabwysiadu-cymru-2015-rhif-12>
- 2.2 This Agreement is between the local government partners in the National Adoption Service (NAS). It builds on and updates the original work undertaken in setting up the NAS via a document entitled 'Proposals for Achieving a National Adoption in Wales and Development of the Functional Model', dated 15/04/13. It is important to recognise that this agreement sits within a wider collaborative service arrangement that includes others including, importantly, the Voluntary Adoption Agencies that operate in Wales, Health and Education.
- 2.3 NAS was created to improve adoption services in Wales by ensuring consistent, good quality services are available in all parts of the country. This is underpinned by National Assembly Directions as noted above.
- 2.4 This Agreement lays out how 'business gets done' in delivering the optimal model and vision for NAS in terms of what it was set up to do i.e. '*creating a modern, responsive and forward thinking adoption service for Wales*' which fulfils the Directions and in turn will deliver the following business priorities:
- Increasing the number and range of adoptive homes available so that all children with an adoption plan are placed in a timely way;
  - Ensuring prospective and approved adopters receive good quality, timely assessment and support;
  - Implementing the National Adoption Service Framework for Adoption Support to provide improved access to advice, information and services for those that need and want support;
  - Achieving overall improvements in the performance of adoption services across Wales.
- 2.5 The Agreement seeks to reflect both the significant amount of work, commitment and progress NAS has made over the last few years, as well as

signifying a 'gear change' to support NAS achieving its optimal model by incorporating a commissioning approach.

### **3 Term**

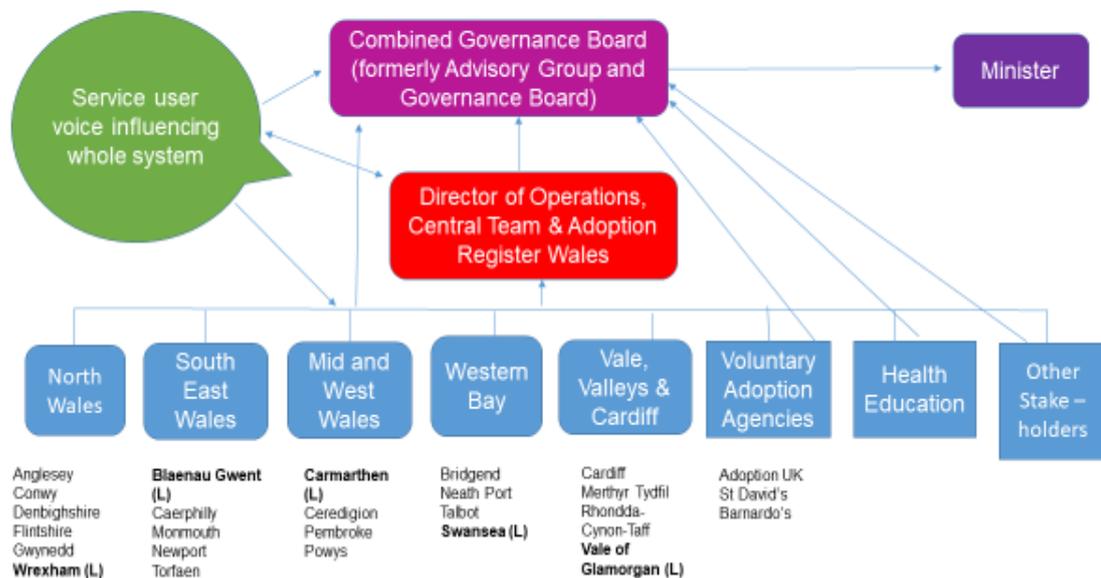
- 3.1 The Agreement shall commence on the Commencement Date and continue in full force and effect for the Initial Term unless otherwise agreed by the Partners.
- 3.2 All obligations arising from the 2015 Directions shall continue on the Commencement Date and the obligations of the Partners in respect of NAS shall be governed by this Agreement.
- 3.3 At the end of the Initial Term, this Agreement may be extended by the Parties for further five year periods (each, a Renewal Term) subject to the 'Directions' remaining in force. The Directions require local authorities in Wales to remain part of this arrangement; change to this will be subject to further Welsh Government legislation. Proposals to change the regional collaborations must be actioned in accordance with section 7 (p) of the Directions i.e. by notifying in writing the Chair of the regional management committee and the Chair of the NAS Governance Board. The NAS Director of Operations should be included in that correspondence.

### **4 The Partnership Context**

- 4.1 NAS operates in a complex multi-agency partnership context with a range of different interfaces between the national/regional and local, political and professional, statutory and voluntary and the voices/experiences of people accessing and using adoption services in Wales.
- 4.2 The work to create and develop NAS to its current better understood and more confident position, has been achieved through collective endeavour involving local government through the Welsh Local Government Association (WLGA), the Association of Directors of Social Services Cymru (ADSS-C), local councils in Wales, the Welsh Government, the Voluntary Adoption Agencies (VAAs) in Wales and other stakeholders and partners. The Welsh Local Government Association (WLGA) provides the funding and contracts with the host local authority for NAS national functions on behalf of all local authorities. Together with ADSS-C, they are the lead bodies for NAS because of their respective representative and leadership roles for local government and social care in Wales respectively.
- 4.3 Fundamentally, NAS is a local government led collaborative which works closely and in collaboration within a wider partnership of a range of key stakeholders. This includes the Voluntary Adoption Agencies (VAA's) that operate in Wales and importantly the voice of service users, who have a significant role in influencing the governance arrangements – see structure chart below. The intention of this Agreement is to provide further clarity and understanding of the local government elements of these arrangements

within the wider partnership and in moving NAS to its next phase of development.

The diagram below shows NAS in a format that resembles a traditional organisation. This reflects how it would wish to operate whilst acknowledging that it is in fact a collaborative which comprises of a number of sub-collaboratives at regional level.



## 5 Working Styles and Behaviours

5.1 In continuing to build a single culture across adoption services which provides 'the glue' for the complex multiple range of stakeholders that make up NAS, it's important to agree working styles and behaviours which all partners sign up to and adopt. The following styles and behaviours have been agreed by the Combined Governance Board (GB) which includes all partners and it is anticipated that Regional Management Boards (RMB's), managers / staff working in the adoption functions that remain at Local Authority level, staff in VAA's and other partners agencies do likewise. All have agreed to adopt the following styles and behaviours in delivering a high quality national adoption service and will underpin how all stakeholders undertake their role:

- **Leadership** – within the organisation represented and in NAS meetings
- **Partnership** – evidencing a commitment to collaborative working in recognition that this delivers improved outcomes for children and families
- **Compliance** – with the systems and processes in place which are there to ensure consistency and safety of approach
- **Accountability** – so that everyone understands the location of their role and its unique contribution to the wider system of adoption services

- **Intelligent data use** – maximum benefit is drawn from the data collected to both highlight and share good practice but also to surface areas for service and practice improvement
- **Engagement with all stakeholders** – a commitment to the fundamental principle that NAS is built on the basis of high levels of engagement and co-operation between all stakeholders as well as with adopters, adoptees and others that receive services
- **Performance and service improvement** – through commitment to continuous performance monitoring, areas for service improvement which is quickly identified and acted upon
- **Best practice and continuous improvement** – identification and sharing of best practice is the best route to continuous service improvement
- **Professional advice to Ministers, Welsh Government and key partners** – identification and formulation of sound advice.

5.2 In order to achieve these behaviours the following working styles are necessary:

- Partners are required to work in a **collaborative way**, with strong support, constructive challenge, shared learning and accountability.
- All communications and meetings are arranged as **constructive spaces** to tackle issues collectively.
- Accountability is tested against **commitments by each partner** in the delivery against strategic commitments set out in the Annual Plan.
- Business meetings aim for **consensus agreements** based on collective responsibility, but revert to majority view if necessary.
- Agenda and **communications** between members of meetings will be **conducted in a professional but cordial manner** with minimal formality.
- Meetings will endeavour to ensure that the sometimes **complex stakeholder relationships**, which members need to refer to, **will be recognised**.

## 6 The role of commissioning in the NAS context

6.1 Central to NAS's ongoing maturity as an organisation is the development of its commissioning skills and capacity specifically in relation to the business priorities identified in 2.4. All partners and stakeholders have a role to play.

6.2 NAS Central Team will increasingly lead this through its work, initially by linking new funding or investment e.g. Welsh Government investment or grants as appropriate, through the creation of a commissioning fund to progress the aims and priorities of NAS. This is based on data and the quantitative / qualitative intelligence collected and analysed through the central team of NAS to enable NAS to commission directly, or influence

commissioning decisions more strategically both within NAS and with partners such as the Welsh VAA's, to deliver its priorities.

- 6.3 **NAS Central Team:** based on the best available intelligence around needs and resources will recommend to the Governance Board commissioning priority areas to be included in the NAS business plan/s which aims to achieve agreed optimal adoption service models. On agreement, they will lead a commissioning project through to delivery, including allocating resources, purchasing services and monitoring impact alongside its substantive role in scrutinising delivery and development. This will include agreeing specific responsibilities with each region and VAA.
- 6.4 **Governance Board:** will scrutinise and challenge the intelligence put before them before signing off commissioning priorities. The Board will then oversee the implementation of the priorities ensuring they are delivering improved outcomes for children, young people and their families accessing adoption services directly or indirectly.
- 6.5 **Regional Management Boards:** will agree as part of their regional plan their business priorities, drawing on the nationally agreed priorities, as well as how the resources needed will be provided. This is likely to include accessing the national commissioning resources as well as requiring a financial commitment of each local authority and / or the regional budget. RMB's will oversee planning by the regional service, in partnership with the central team, to undertake pan Wales or regional projects ensuring they can provide the agreed level of input, including regional finance, to projects / service development. RMB's will report on delivery / outcomes to the NAS Governance Board, through central team, as well as influence the content and priorities of the national plan / commissioning fund.
- 6.6 The strategic commissioning function of the central team of NAS in respect of adoption services will support regions and partners to:
- Identify service gaps and development needs through analysis of information and feedback;
  - Assist with strategic outcomes focussed planning and decommissioning;
  - Support consistency of practice and ensure service user voices and experiences shape commissioning decisions.
  - Develop bespoke contract service specifications for tender;
  - Manage and monitoring of framework performance to assess impact of commissioning decisions

6.7 These functions may be amended by the Governance Board, following consultation with partners, during the term of the Agreement in order to meet the changing needs and requirements of the service needs and its Partners.

## **7 Roles and Responsibilities of Partners**

### **7.1 Welsh Local Government Association (WLGA) and Association of Directors of Social Services Cymru (ADSS-C)**

7.1.1 The WLGA, alongside the ADSS-C, are the lead body for NAS and provides the funding for its national functions. On behalf of all 22 LA's, WLGA will hold a contract with Cardiff Council for the hosting of the central team and the provision of the support services that enables it to operate. This is likely to be through a Joint Committee within its own governance arrangements.

7.1.2 ADSS-C provides professional and strategic leadership of social care services in Wales, representing the collective view of all twenty-two local authorities' social services departments across Wales. ADSS-C led the creation of the original functional model for NAS and shares leadership for NAS. The ADSS-C Lead Director for Children has an active role in supporting the co-ordination of the social care leadership across regions and local authorities.

### **7.2 Host Authority**

7.2.1 In line with the requirement in the 'Directions' for there to be a 'Host' local authority for the national level functions of the NAS, Cardiff Council was chosen, through a competitive process, to be the Host Authority. The Host Authority is represented on the NAS Governance Board politically through the Cabinet Member for Children's Services and by the lead senior officer, the Director of Social Services.

7.2.2 The role of the Host Authority includes appointing the Director and central team staff as well as supporting and enabling the national level functions of NAS many of which are outlined in the 'Directions' including receiving the NAS core budget, which is a 'top slice' from the Revenue Support Grant, and any other finance such as grant aid for NAS. Since 2015 the NAS, through the central team and supported by Cardiff Council, have managed the Adoption Register for Wales under contract from the Welsh Government.

7.2.3 Cardiff Council's hosting of the central team includes the following:

- Office space
- Use of its IT systems and databases, including provision of a separate email domain and support to commission a stand-alone website
- Finance / accounting services
- Information security, ensuring it's compliance with changing legislation
- Advising on workforce planning and supporting human resource issues
- Support with legal/procurement services as and when required

- 7.2.4 Cardiff Council agrees to use all reasonable endeavours to maintain the availability of the Host Services that it provides to NAS within the contract with WLGA referred to in paragraph 7.1.1.
- 7.2.5 Any significant changes to the provision of the Host Services shall be agreed between the Host Authority, WLGA and ultimately the NAS Governance Board.

### 7.3 **Combined Governance Board (GB)**

- 7.3.1 The former Advisory Group and Governance Board are now combined to create a single Governance Board, hereon referred to as the 'Board'. The GB is the decision making body for NAS as outlined in the 'Directions'. The overall role of the Board is to provide strategic direction and decisions to facilitate the delivery and improvement of adoption services across Wales through the National Adoption Service arrangements. The full range of the Boards responsibilities are laid out in the Terms of Reference and the 'Directions'.



FINAL V3 NAS  
Combined Governanc

Its primary strategic responsibilities are:

- To provide political and professional leadership and advice to inform the overall strategic direction of the NAS and adoption services in Wales
- To hold the Regional Collaborative/s (and their services), the Director of Operations and central team, the VAA's and other services accountable for the delivery and performance of their services within the NAS arrangements.
- To approve, as prepared by the Director of Operations / Central Team:
  - ✓ An annual programme of work for the NAS.
  - ✓ A half year and full year progress report for the Minister for Health and Social Services and the Welsh Government.
  - ✓ The budget and financial management arrangements of services and the office of the Director of Operations.
- To support the delivery of adoption services through the NAS arrangements to ensure it reflects the best possible practice and is based on a culture of continuous improvement.
- To notify Welsh Ministers of any issues regarding the National Adoption Service which it considers need to be drawn to their attention

### 7.4 **Regional Management Boards (RMB's)**

- 7.4.1 Each region is made up of a number of specified local authority areas which form the 'regional collaborative' overseen by Regional Management Boards (RMB's). Their primary role is to coordinate adoption activities best delivered at the regional level and to implement decisions and strategies from the GB; they may also have other roles determined by the legal agreement for their

collaborative. RMB's oversee service performance, delivery and development across the regional collaborative. There should be robust links between RMB's, the NAS Governance Board and the Central Team.



Sample RMC ToR for  
P'ship Agreement.doc

- 7.4.2 Under the Directions RMB's are required to produce an annual report to be submitted to the Director of Operations by 31st May each year, to include:
- The performance of the regional collaborative against the performance measures in the National Performance Management Framework
  - An analysis of the implementation of the annual work programme and plans to address any under-performance
  - Plans to develop the adoption service within the region in accordance with the national business priorities
  - Information regarding the resolution of complaints and determination of disputes at local and regional level and any impact on the provision of adoption services
- 7.4.3 Members of RMB's are drawn from across the adoption sector and bring a range of different qualities and experiences to regional strategy and delivery. They have specific roles and responsibilities including:
- To take forward, from their representatives on the GB, decisions requiring implementation at regional level
  - To feedback up to the GB any issues requiring consideration at a national level
  - To formally agree (or otherwise) to decisions by the RMB on behalf of a specific organisation or a body of membership and take decisions back to their organisations and services, management / trustee boards (or equivalent) for implementation.
  - To advise the RMB about the implications of a decision or a course of action on behalf of their organisation or body of membership.
  - To advise the RMB on the basis of their relevant professional role or responsibility, personal knowledge and experience.
- 7.4.4 The work of each collaborative and RMB has developed in different ways to suit local arrangements. However, at minimum to strengthen governance from political and professional perspectives, the following should also be in place consistently across Wales:
- 7.4.4.1. **Regional Joint Committees** made up of cabinet leads across a region who meet twice a year to agree plans and resource recommendations via the RMB's. This should include the member that sits on the NAS Governance Board. They support Members being kept fully informed and involved in the strategy, delivery and resourcing of NAS both at regional and national levels. In the event of a situation where a regional Joint Committee cannot be established, an equally robust arrangement to bring the Cabinet Member's with portfolio responsibility for children's social care together across the region, should be put in place to focus on the regional adoption service. Any

such arrangement should be agreed with the Co-Chairs of the Combined Governance Board and the Director of NAS.

- 7.4.4.2. **Regional Operation Groups** which bring key managers from each local authority together to oversee processes, systems and practice issues across the Region to improve consistency and service delivery in their local authorities. The RMB may refer matters for consideration by the ROG and consider reports/ issues of concern highlighted by them.

## 7.5 **Regional Lead Authority**

- 7.5.1 Each region has a Lead Authority which co-ordinates the work of adoption within that region. Broadly, each host Authority will fulfil the following functions:

- Provide leadership in respect of adoption matters at regional and local authority levels to complement and support that provided nationally.
- Provide and develop the range of operational activities necessary for the adoption functions outlined in their partnership agreement e.g. assessment and approval of adopters, matching and placement of children, adoption support to a range of people and intermediary advice / services.
- Ensure appropriate staffing, equipment, services and accommodation etc. are available to carry out the range of agreed adoption functions
- Making appropriate arrangements to finance, audit and scrutinise the regional service.
- Establish the RMB in line with regulations including that the views and experience of service users are taken into account in carrying out the regional functions.
- Ensure appropriate and robust links to each Local Authority Children's Services Department within the Region are in place to support their delivery of the adoption functions they retain for children so that a seamless services in line with best practice for children and adoptive families is delivered.
- Ensure compliance with legislation, regulations and the performance management framework and strategy set by the Governance Board.
- Report on a regular basis to the Director of Operations and in turn to the Governance Board.
- Provide appropriate senior manager and political representation on the Governance Board.

## **7.6 Role of Directors of Social Services (DSS)**

- 7.6.1 To provide strategic leadership to the implementation of the optimal model for adoption services in their Local Authority area including actively engaging with RMB's in overseeing this.
- 7.6.2 Advocating on behalf of NAS in different partnership decision making bodies which have a bearing and influence on adoption services
- 7.6.3 Ensuring the engagement and oversight of lead politicians in the work of the adoption collaborative including its inclusion in appropriate arrangements e.g. corporate parenting, strategic planning, scrutiny and reporting,

## **7.7 Role of Lead Local Authority Heads of Children Services**

- 7.7.1 This role, usually undertaken by the Head of Service / Assistant Director, holds the following responsibilities and expectations:
  - Providing strategic and senior level operational leadership for the development and delivery of service in line with national plans including holding the local authorities of the collaborative to account
  - To represent the service and regional management board within the formal Governance arrangements including the lead Local Authority meeting and other ad hoc meetings as required
  - To contribute to and/or provide advice on national developments and work streams particularly on those areas which have a direct bearing on the wider elements of children's service business.
  - To champion the adoption agenda and the work of the regional adoption collaborative in any partnership decision making bodies and other relevant work linked to and having an influence on adoption services.

## **7.8 Role of Regional Managers (RAM's)**

- 7.8.1 RAM's have a central role to play in overseeing the strategy and delivery of NAS at all levels i.e. national/regional and local. Their core responsibilities are to:
  - Act as operational lead for the regional service ensuring high quality adoption services are being delivered and the optimal model achieved.
  - Create a regional development plan that meets national and regional priorities that is updated and delivered as required.
  - Oversee regional performance analysis and reporting, linking it back into regional service delivery and national analysis.
  - Maintain strong links with the Director of Operations and central team, contributing to national work and working with other RAM's to shape and deliver national priorities across Wales.
  - Maintain relationships with LA's in the collaborative, the Heads of Service and all other stakeholders in support of regional service planning and delivery arrangements.

## 7.9 **Role of NAS Central Team**

7.9.1 The Director of Operations and central team are appointed by the host authority to fulfil a range of functions related to leadership, management and oversight of the National Adoption Service. Some of these are outlined in the 'Directions' and others have been added as NAS has developed. They include the following:

- Providing leadership to set the direction for NAS including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning;
- Reviewing progress including analysis of performance data and service information from the regions and VAA's;
- Providing annual and mid-year reports each year for agreement by the Combined Governance Board and submission to Welsh Ministers as well as to WLGA and ADSS-C where required;
- Providing specific functions to support and enable NAS operations (currently as below)
  - ✓ Establishing and maintaining a website for the National Adoption Service for Wales
  - ✓ Management of the Adoption Register for Wales (under contract from Welsh Government)
  - ✓ Commissioning and contracting national contracts to support service delivery functions and support
  - ✓ Maintaining arrangements for service user engagement across Wales
  - ✓ Leadership, matrix management oversight, advice and support to regions and VAA's
- Promotion of best practice and a culture of continuous improvement throughout the NAS;
- Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment;
- Strategic commissioning as outlines in section 6 above
- Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board
- Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
- Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.

## 7.10 **Meeting structures and arrangements**

7.10.1 In addition to the Combined Governance Board there are a small number of Working groups and Task and Finish groups that partners to this agreement, and representatives of the wider partnership of NAS, deploy time and

commitment to in order to carry out NAS business. These will vary over time but include:

- Recruitment and marketing
- Performance
- Adoption Support
- Policy and practice
- Adoption Register for Wales
- Life Journey Work Framework

7.10.2 In addition to this the co-ordination of the social care leadership across regions and local authorities is managed through the arrangements below. From time to time either meeting may be attended by other stakeholders from within the wider NAS partnership e.g. VAA's.

7.10.2.1 The **Local Authority Business Meeting** which is chaired by the ASDSS-C Lead Director and attended by lead authority Heads of Children Services /Assistant Directors, Central Team and Regional Adoption Managers. This meeting facilitates the strategic, developmental and resource planning of the NAS, with a particular focus on the local government elements including encouraging best practice and learning, analysis of performance, supporting the involvement of the VAA sector and local authority specific issues.

7.10.2.2 The **Regional Adoption Managers Meeting** attended by the Central Team and Regional Adoption Managers. This meeting supports consistent operational delivery by a focus on implementation of agreed NAS work programmes, tasks allocated by the Local Authority Business Meeting, shared learning and cross regional co-operation.

## **8 Information sharing, confidentiality and implementing agreed actions**

8.1 Partners acknowledge and agree that the effective operation of NAS will require the sharing of information, including on occasions confidential and information of commercial sensitivity.

8.2 Each Partner will work within the policies of its organisation in respect of this, for regional services as set out in their partnership agreement and for the central team those of the Host local authority. Each partner undertakes that it shall not at any time disclose confidential information, both service and individual, to any person concerning any other Partner, except as permitted. Each Partner may disclose any other Partners confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising that Partners rights or carrying out its obligations under or in connection with this Agreement. Each Partner shall ensure that its employees, officers, representatives or advisers to whom

it discloses any other Partners confidential information comply their respective confidentiality requirements.

- 8.3 In addition to contributing to NAS work partners will have specific responsibilities for communicating key decisions and the views of the Combined Governance Board and RMB's / Trustees to ensure implementation through regions, services and local areas where required as well as inform NAS decisions and strategy.
- 8.4 All partners have a responsibility to share the agreed minutes and public statements of the Combined Governance Board and RMB's / Trustees where appropriate to support implementation and service provision as well as to ensure that views are not misrepresented or taken out of context by others.
- 8.5 In addition, partners should have an understood approach to sharing information and implementing actions from the Board with their respective agencies included in their partnership agreement.

## **9 Disputes and Complaint Resolution**

- 9.1 In the spirit of both the Directions and this Partnership Agreement it's intended that any disputes/complaints within NAS should be communicated and resolved at the earliest possible stage. Adhering to the 'Working Styles and Behaviours', as laid out in section three of this Agreement, will support such an approach.
- 9.2 Oversight of any service related disputes/complaints is the responsibility of the regional collaborative. Regulation 7 of the Directions requires that regional collaboratives must include in their partnership agreement:
- Arrangements for resolving complaints arising out of the exercise of partnership functions, including how to complain and to whom any complaint should be addressed;
  - Arrangements for determining disputes between local authorities arising out of the exercise of partnership functions
- 9.3 Under the 'Directions' RMB's are required within their annual report to the Director of Operations to provide information regarding the resolution of complaints and determination of disputes at local and regional level and any impact on the provision of adoption services.
- 9.4 Complaints and representations in respect of the Central Team will be managed within the processes of the host local authority.

## **10 Length of Partnership Agreement**

- 10.1 This Partnership Agreement will be reviewed within 5 years of its implementation i.e. 2025 which provides sufficient time for the new arrangements to become fully functional and identify any longer term

changes that may then be required. An earlier review may be agreed by the WLGA and ADSS-C, in consultation with the Co-chairs of the Combined Governance Board and the NAS Director, should a compelling need arise.

## 11 Signatories to the Partnership Agreement

Signed on behalf of **Welsh Local Government Association** (WLGA) by:

\_\_\_\_\_  
Authorised Signatory

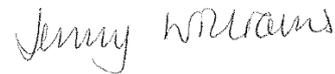
Signed by the **NAS Director of Operations**:



\_\_\_\_\_  
Authorised Signatory

**North Wales Regional Collaborative:**

Signed on behalf of the **Conwy County Borough Council** by: **Jenny Williams**  
**Strategic Director – Social Care and Education**

} 

\_\_\_\_\_  
Authorised Signatory

Signed on behalf of the **Denbighshire County Council** by: Nicola Stubbins

} 

\_\_\_\_\_  
Authorised Signatory

Signed on behalf of the **Flintshire County Council** by: Neil Ayling

} 

\_\_\_\_\_  
Authorised Signatory

Signed on behalf of the **Gwynedd Council** by: **Morwena Edwards**

} 

\_\_\_\_\_  
Authorised Signatory

Signed on behalf of the **Isle of Anglesey County Council** by: Fôn Roberts  
Director of Social Services 16.12.2020

}   
-----  
Authorised Signatory

Signed on behalf of the **Wrexham County Borough Council** by: Alwyn Jones

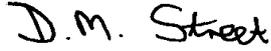
}   
-----  
Authorised Signatory

**South East Wales Regional Collaborative:**

Signed on behalf of the **Blaenau Gwent Borough Council** by: Damien McCann,  
Corporate Director of Social Services

}   
-----  
Authorised Signatory

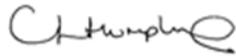
Signed on behalf of the **Caerphilly County Borough Council** by: Dave Street

}   
-----  
Authorised Signatory

Signed on behalf of the **Monmouthshire County Council** by: Julie Boothroyd

}   
-----  
Authorised Signatory

Signed on behalf of the **Newport City Council** by:  
Chris Humphrey 20.01.2021

}   
-----  
Authorised Signatory

Signed on behalf of the **Torfaen County Borough Council** by: Keith Rutherford

}   
-----  
Authorised Signatory

**Mid and West Wales Regional Collaborative:**

Signed on behalf of the **Carmarthenshire County Council** by:

}   
\_\_\_\_\_  
Authorised Signatory

Signed on behalf of the **Ceredigion County Council** by: Sian Howys

}   
\_\_\_\_\_  
Authorised Signatory

Signed on behalf of the **Powys County Council** by: Alison Bulman

}   
\_\_\_\_\_  
Authorised Signatory

Signed on behalf of the **Pembrokeshire County Borough Council** by: Jonathan Griffiths

}   
\_\_\_\_\_  
Authorised Signatory

**Western Bay Regional Collaborative:**

Signed on behalf of the **Bridgend County Borough Council** by: Claire Marchant

}   
\_\_\_\_\_  
Authorised Signatory

Signed on behalf of the **Neath Port Talbot County Borough Council** by: Andrew Jarrett

}   
\_\_\_\_\_  
Authorised Signatory

Signed on behalf of the **City and County of Swansea** by: Dave Howes

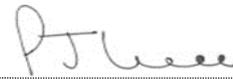
}   
\_\_\_\_\_  
Authorised Signatory

---

Authorised Signatory

**Vale, Valleys and Cardiff Regional Collaborative:**

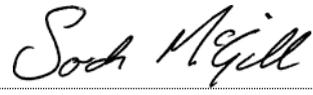
Signed on behalf of the **Rhondda Cynon Taf  
County Borough Council** by: Paul Mee



---

Authorised Signatory

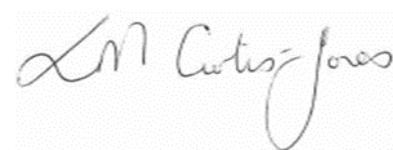
Signed on behalf of the **The City of Cardiff  
Council** by: Sarah McGill, Corporate Director  
People & Communities

} 

---

Authorised Signatory

Signed on behalf of the **Merthyr Tydfil  
County Borough Council** by: Lisa Curtis-Jones

} 

---

Authorised Signatory

Signed on behalf of the **Vale of Glamorgan  
Council** by: Lance Carver

} 

---

Authorised Signatory