

Title of Report:	Proposal for Berkshire Shared Adoption Service
Report to be considered by:	Executive
Date of Meeting:	9 October 2014
Forward Plan Ref:	EX2738

Purpose of Report:

The report outlines a proposal for establishing a Berkshire Shared Adoption Service (West Berkshire, Bracknell Forest, Wokingham and Royal Borough of Windsor and Maidenhead). This is being suggested as a cost neutral way of improving services and responding to new legislative requirements.

Recommended Action:

1. To approve the transfer of the Council's Adoption Service into a Berkshire Shared Service (West Berkshire, Bracknell Forest, Wokingham, Royal Borough of Windsor and Maidenhead) hosted by the Royal Borough of Windsor and Maidenhead (RBWM). The new arrangement to commence from 1st November 2014.
2. To agree that a Management Board is established by representatives from all four Local Authorities which will provide direction and monitoring for the new shared service.

Reason for decision to be taken:

To allow the Council to enter into a formal shared service arrangement.

Other options considered:

A number of other options have been considered and they are explored in section 3 of this report.

Key background documentation:

Shared Adoption Service Report 13th February 2014

The proposals contained in this report will help to achieve the following Council Strategy priority:

CSP1 – Caring for and protecting the vulnerable

The proposals will also help achieve the following Council Strategy principle:

CSP8 - Doing what's important well

Portfolio Member Details	
Name & Telephone No.:	Councillor Irene Neill - Tel (0118) 971 2671
E-mail Address:	ineill@westberks.gov.uk
Date Portfolio Member agreed report:	September 2014

Contact Officer Details	
Name:	Mark Evans
Job Title:	Head of Children's Services
Tel. No.:	01635 519735
E-mail Address:	mevans@westberks.gov.uk

Implications

Policy:	None
Financial:	The proposals contained within this report are cost neutral
Personnel:	Whilst it is proposed that three posts be deleted from the establishment there are no external staff transfers or redundancies arising.
Legal/Procurement:	The draft shared service agreement has been reviewed by Legal Services.
Property:	None
Risk Management:	None

Is this item relevant to equality?	Please tick relevant boxes		Yes	No
Does the policy affect service users, employees or the wider community and:				
• Is it likely to affect people with particular protected characteristics differently?	<input type="checkbox"/>			X
• Is it a major policy, significantly affecting how functions are delivered?	<input type="checkbox"/>			X
• Will the policy have a significant impact on how other organisations operate in terms of equality?	<input type="checkbox"/>			X
• Does the policy relate to functions that engagement has identified as being important to people with particular protected characteristics?	<input type="checkbox"/>			X
• Does the policy relate to an area with known inequalities?	<input type="checkbox"/>			X
Outcome (Where one or more 'Yes' boxes are ticked, the item is relevant to equality)				
Relevant to equality - Complete an EIA available at www.westberks.gov.uk/eia				<input type="checkbox"/>
Not relevant to equality				X

Is this item subject to call-in?	Yes: X	No: <input type="checkbox"/>
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Executive Summary

1. Introduction

- 1.1 The purpose of this report is to outline the proposal for establishing a Berkshire Shared Adoption Service (West Berkshire, Bracknell Forest, Wokingham and Royal Borough of Windsor and Maidenhead).
- 1.2 This is the second report to be presented on this subject. The first in February, described the principles underpinning the work to develop a new shared adoption service. This paper provides the additional detail required to make a final decision. This includes the proposed legal agreement, service specification and funding arrangements.
- 1.3 The paper sets out the rationale for developing a shared adoption service across Berkshire. The drivers for these proposed changes are a combination of changes in government policy and the potential to deliver improvements in the quality of service by pooling resources.

2. Proposals

- 2.1 The transfer of the Council's Adoption Service into a Berkshire Shared Service, hosted by RBWM, as it offers an opportunity to improve the service, provide greater resilience and meets the government's agenda without incurring increased costs.
- 2.2 The Shared Service would be an expansion of the already successful Pan Berkshire arrangement through the Berkshire Adoption Advisory Service, currently hosted by RBWM and will commence on 1st November 2014.
- 2.3 A Management Board would be established by representatives from all four council to provide direction and monitoring for the new shared service. The representative from West Berkshire will be the Head of Children's Services.

3. Equalities Impact Assessment Outcomes

- 3.1 This item is not relevant to equality.

4. Conclusion

- 4.1 Adoption is a key priority for the government and an important resource in improving the quality of lives for some of most vulnerable children. Working together across the Berkshire Local Authorities offers a real opportunity to improve both the quality and scale of our work in this area. The shared service, if agreed will be developed as an extension of the already successful Berkshire Adoption Advisory Service.

Executive Report

1. Introduction

- 1.1 The purpose of this report is to outline the proposal for establishing a Berkshire Shared Adoption Service (West Berkshire, Bracknell Forest, Wokingham and Royal Borough of Windsor and Maidenhead).
- 1.2 This is the second report to be presented on this subject. The first in February, described the principles underpinning the work to develop a new shared adoption service. This paper provides the additional detail required to make a final decision. This includes the proposed legal agreement, service specification and funding arrangements.

2. Drivers for a Shared Service Arrangement

- 2.1 A shared service is a way of improving the efficiency, effectiveness and resilience of an adoption service. The timely recruitment of a larger pool of adopters improves the opportunities for the placement of children, particularly older, harder to place children. As more adopters will be recruited, more children will be linked with prospective adopters at a much earlier stage.
- 2.2 The supply of approved adopters has not kept pace with demand particularly for adopters for older children, sibling groups and those with disabilities or complex needs. This new service will introduce new ways of finding families for these children through the introduction of Diligent Family Finding Project (concept developed in the US to maximise the prospects of finding appropriate families quickly for children).
- 2.3 The Children and Families Act 2014, which came into force in March 2014, requires Local Authorities to implement additional requirements such as 'foster to adopt' which is a challenge for smaller LA's to implement. In addition the Act introduces the 26 week limit on Court Care proceedings which results in adoption workers needing to produce detailed court reports on family finding and to give evidence in court. There is an expectation that the evidence will include national recruitment data as well as local information. A larger team, devoted solely to the task of adoption will greatly assist this new task.
- 2.4 The new Joint Service will establish an adoption website to promote the service and support the proposed increase in recruitment. The website will be easily accessible, positive in its approach and will launch the service as dynamic and progressive, thus encouraging potential adoptive parents to engage with the service at the start of their journey to adoption.
- 2.5 Currently, the six Berkshire Unitary Authorities are part of the Berkshire Consortium of Adoption Agencies and they jointly fund the Berkshire Adoption Advisory Service (BAAS). The Royal Borough of Windsor and Maidenhead hosts the BAAS and therefore the BAAS can legally act as part of the adoption agency of this Council. BAAS manages all the adoption panel function for the six Berkshire LA's, plus provides other services such as the letterbox exchange, best interest advice for children with adoption as the plan, charring disruption meetings, birth parent project, training for staff, adopters and wider family members, amongst other tasks. This service has always been highly rated by Ofsted with other LA's being

referred to it due to their high standard of services provided. It is proposed that this new service is an extension of that which is already provided by RBWM.

- 2.6 The coalition Government continues to be hugely focused on adoption. Edward Timpson, Children's minister, addressing a national conference in May 2014, stated that The Children and Families Act will sweep away many of the identified barriers to adoption and overall there's been a much stronger focus on wider recruitment and better support for adopters. This Council does need to do much more to recruit and support adoptive families but this is clearly a challenge against a background of reducing budgets.
- 2.7 The Government has recently established a National Adoption Leadership Board, chaired by Sir Martin Narey and drawing representation from the ADCS, LGA and SOLACE. This Board will closely monitor adoption performance, seek improvements and eliminate unnecessary delay. As part of this development, the Board has requested that each region establishes its own Board and feed into the national one.
- 2.8 It is therefore necessary that we do all we can to reduce any delay and the establishment of this wider adoption service will support that aim.

3. Alternative Options Considered

- 3.1 Joining with another LA partner -it is unclear which of the counties bordering Berkshire would be best placed to enter negotiations with, and additionally, the Berkshire agencies have a good reputation in relation to adoption and this needs to be maintained. Agencies outside Berkshire tend to be larger shire counties and the joining up of the Berkshire Agencies would offer more opportunities to join regionally in the future if this was appropriate.
- 3.2 Joining with a Voluntary Adoption Agency (VAA) Partner - most Voluntary Adoption Agencies (VAA's) specialise in recruiting adopters but the pan Berkshire proposal will also include family finding for Berkshire children and in this area, the Berkshire agencies have considerably more experience. According to the LGA, VAA's currently supply no more than 20% of approved adopters and there is little evidence to suggest that they have the capacity or the appetite to reach deeply into the LA market. There does not appear to be any additional benefits for joining with a voluntary agency, given that Berkshire already works closely with the two VAA's in this area (PACT and Cabrini) and their resources would still be available to us.
- 3.3 No change - this is not considered to be a viable option as the expectations in relation to the recruitment of adopters and placing of children are significantly increasing. The West Berkshire team is small and lacks the capacity to deliver many of the new requirements (faster adopter approvals, fostering to adopt etc). If we do not change we will be unable to meet the needs of our looked after children or prospective adopters.

4. Supporting Information

- 4.1 The need to speed up the adoption process has led the Government, over the past few years, to suggest that there should be fewer organisations involved in adoption recruitment and it encourages Local Authorities to join together to deliver improvements. The Berkshire local authorities at present provide individual adoption

services with consequent duplication of activities and costs and are not in a position to respond to change as rapidly as a larger service could. Local authorities who have joined their services, the Tri-Borough in London and Wigan, St Helens and Warrington (WWISH) have seen improved services in a relatively short time.

- 4.2 The Berkshire Consortium adoption agencies have a good reputation in the field of adoption and the most recent OFSTED reports are testament to this. Individual agencies in Berkshire cannot place the majority of their children with their own adopters and, while it is possible to recruit from outside agency boundaries and therefore place children with locally recruited adopters, this does not meet the need for all children who have a plan for adoption. Whilst there have always been elements of the Berkshire Adoption Services which work well together, there is considerable pressure to provide more flexible and responsive services.
- 4.3 One of the drawbacks of having separate Berkshire Adoption Agencies is that prospective adopters can approach a number of them before deciding on where to apply and therefore duplicating the initial work of responding to each enquiry. Additionally, there is no formal agreement between agencies when adopters approach one agency and that agency cannot accept them, for them to be referred to one that has the resources to assess them. Smaller agencies do not have the resources to recruit and assess all adopters who might apply so therefore they are selective in whom they chose to accept. This challenge is particularly evident in Local Authorities, including West Berkshire, which have joint fostering and adoption teams where the demands of finding foster homes for children coming into care can sometimes take precedence over adoption work.
- 4.4 Whilst efforts have been made to undertake county wide adoption recruitment, there is no Berkshire wide strategy for on-going recruitment; particularly for older children and this means that most approved adopters are childless couples who wish to adopt very young children. Older children, even those over the age of three are now harder to place, as are sibling groups. They are waiting too long and, although permanence through adoption may be the initial plan, they are sometimes being placed in long-term foster care as no adoptive placements are available. The same is true in the area of family finding. This new service could focus on this sort of need and find appropriate families.
- 4.5 The new statutory requirement within the Children and Families Act 2014 around concurrent planning and foster to adopt will challenge smaller Local Authorities. The placement of very young children with foster carers, who may then go on to adopt, is a new way of working which will need careful planning. The training of these prospective adopters is key as whilst the outcomes can be very positive for the child and adopter, the legal process can throw up many challenges which the prospective adoptive families may have to deal with before the final adoption order is made, if this is the outcome.
- 4.6 West Berkshire has been successful in the recruitment of adopters and the placing of children for adoption over recent years. The number of adoptions has been relatively stable with six in 2013/14, seven in 2012/13, two in 2011/12 and five in 2010/11. Many of the children adopted have been aged between six months and three years. Over the same period we have significantly increased the number of children placed on Special Guardianship Orders with ten in 2013/14, four in 2012/13, five in 2011/12 and two in 2010/11.

- 4.7 As of March 2014, there were 20 children for whom permanence outside the birth family was the plan. For two Adoption Orders have been granted, seven had either been placed for adoption but not yet adopted or have a family identified. 13 children had plans for a Special Guardianship Order. The children waiting the longest tend to be older and have some form of special needs. It is for these children that it is envisaged that the new proposed service will find permanent families in a more timely manner. Some of these children are in an in house foster placement which costs approximately £300-£350 per week and whilst some (at present two) are in an Independent Foster Agency placement which costs £700-£800 per week. In addition, each child in care has to have an allocated social worker to visit regularly and an Independent Reviewing Officer to review the placement every six months. These are no longer needed when a child is adopted or subject to a Special Guardianship Order. For a few children, such as those with special needs, adoption allowances are payable and support is needed by the post adoption worker.
- 4.8 The shared service proposes to waive all placement costs between the participating Berkshire authorities in order to achieve greater savings and allow freedom of movement across the four LA's. Additionally the service is projected to benefit from an increase of income from VAAs and local authorities outside Berkshire as a result of improved recruitment of adopter families and a nationally accessible website with an online application service. The current cost per placement is £27,000 through VAAs and local authorities outside Berkshire. The service will match children as far as possible within the service and purchase placements as needed outside. At year end, any profit from selling adopters will be shared across the Local Authorities according to the % contribution to the service.
- 4.9 The costs will be broadly similar to what is currently paid for this service. The new service is designed to provide a modest saving for the contributing local authorities, but will also enable an improvement in the quality and resilience of the service. It will also enable the new service to respond to legislative changes and new requirements in relation to adoption which would be very difficult to achieve in our existing small service. The total cost of the new service is £630,460. Funding for the service has been worked out on the basis of children having been matched with adopters over the past five years (2009-2014). The costs therefore per LA's are as follows:-
- | | | |
|------------------|-------|------------|
| West Berkshire | 25.4% | = £160,381 |
| Bracknell Forest | 19.3% | = £121,670 |
| RBWM | 31.6% | = £199,094 |
| Wokingham | 23.7% | = £149,320 |
- 4.10 It is envisaged that this service will recruit more adopters than is needed but there will be occasions when adoptive families are needed to be purchased from other areas. Any surplus made in the service will be distributed according to the percentage contribution from each council. The usage of the service will be reviewed after a three years period and the finance contributions will also be reviewed.
- 4.11 A detailed breakdown of the budget for the new service is included in Appendix A.

- 4.12 The other local authorities will be transferring staff under TUPE arrangements. In West Berkshire the relevant posts are currently vacant and we will be transferring the funding for posts rather than actual staff. Three vacant posts will be deleted (01218, 02113 and 03300) to provide a contribution of £96,980 with the remaining £63,401 being found from non-staffing costs in 70203 (car allowances etc and interagency adoption allowances which will become the responsibility of the new service).
- 4.13 There will be a small saving in the first year of the new shared service (approximately £15k). This has already been factored into the savings Children's Services are required to make in relation to shared services and placements in 2015/16. There is a modest increase in the saving in year's two and three (£7k and 13k), again this is already factored into our savings targets.
- 4.14 The service will be located centrally at Riverdale in Wokingham. Whilst this is a base for the service, staff will hot desk, as needed, in the participating LA's to ensure that information regarding children progressing through the court system is fully known and plans are initiated at an early stage.
- 4.15 A specification for the Service which gives more detailed information is attached at Appendix B. There will be a memorandum of understanding in place which is being developed with our legal department.
- 4.16 There are various aspects of the Adoption Service remaining within the direct control of West Berkshire. These include:-
- Viability assessments of family members in court proceedings. If these progress to full adoption assessments, then this task will be handed over to the new Berkshire-wide Team.
 - The Agency Decision Maker role (ADM). This position rests with the Head of Children's Services. In the new Service, two Heads of Children's Services will rotate on a six monthly basis to approve prospective adopters. They will receive the adoption papers after the adoption panel have made their recommendation and the Head of Children's Services then makes the decision whether or not to grant approval. Approval of the best interest adoption decision for children needing adoption will continue to lie with the ADM for the children from their own Local Authority.
 - Post adoption services will continue to rest with the Local Authority where the adoptive families are living, post the adoption order being made. This will include assessments and support as is the current case.
- 4.17 Ofsted will still inspect West Berkshire as an Adoption Agency as part of the new Single Inspection Format. Some of the areas under scrutiny will still exist within the Locality Teams regarding the identification of children needing adoption alongside the post adoption services. Other aspects will be situated within the new service.
- 4.18 Since the agreement was achieved to continue exploring the setting up of a shared joint service, legal advisors from the four participating local authorities have been working together to establish the legal basis. The draft agreement has been approved by all four areas and is included in Appendix C.

5. Summary

- 5.1 The transfer of the Council's Adoption Service into a Berkshire Shared Service hosted by RBWM, offers an opportunity to improve the service, provide greater resilience and meet the government's agenda without incurring increased costs.
- 5.2 The Shared Service would be an expansion of the already successful Pan Berkshire arrangement through the Berkshire Adoption Advisory Service, currently hosted by RBWM and will commence on 1st November 2014.
- 5.3 A Management Board would be established by representatives from all four council to provide direction and monitoring for the new shared service. The representative from West Berkshire will be the Head of Children's Services.

6. Conclusion

- 6.1 Adoption is key priority for the government and an important resource in improving the quality of lives for some of most vulnerable children. Working together across the Berkshire Local Authorities offers a real opportunity to improve both the quality and scale of our work in this area. The shared service, if agreed will be developed as an extension of the already successful Berkshire Adoption Advisory Service.

Appendices

Appendix A - Shared Adoption Service Budget
Appendix B - Shared Adoption Service Specification
Appendix C - Shared Adoption Service Legal Agreement

Consultees

Local Stakeholders: N/a
Officers Consulted: Corporate Board
Trade Union: N/a

Shared Adoption Service - Draft Budget 17-06-14

Description	2014-15(Oct 14- M:	2015-16	2016-17	2017-18
Staff Training	1,500	3,000	3,000	3,000
Corporate Health and DBS	1,500	3,000	3,000	3,000
Staff Recruitment	500	1,000	1,000	1,000
Professional Subscription	250	500	500	500
Gross Salary (incl. on cost)	270,201	540,403	540,403	540,403
Total Employee Costs	273,951	547,903	547,903	547,903
Building Reactive Maintenance	175	350	350	350
Building Service Maintenance	325	650	650	650
Ground Maintenance	325	650	650	650
Electricity	825	1,650	1,650	1,650
Gas	250	500	500	500
Water Charges	120	240	240	240
Business Rates (NNDR)	1,075	2,150	2,150	2,150
Rent	6,620	13,240	13,240	13,240
Cleaning	1,850	3,700	3,700	3,700
Hygiene Services	165	330	330	330
Refuse	50	100	100	100
Premises Insurance	145	290	290	290
Security	1,835	3,670	3,670	3,670
Total Premises Costs	13,760	27,520	27,520	27,520
Staff Public Transport	1,000	2,000	2,000	2,000
Mileage Expenses	15,000	30,000	30,000	30,000
Lump Sum Car Allowance	2,500	5,000	5,000	5,000
Total Transport Costs	18,500	37,000	37,000	37,000
Equipment Purchase	1,000	2,000	2,000	2,000
Printing	6,000	12,000	12,000	12,000
Stationery	500	1,000	1,000	1,000
Books & Publications	500	1,000	1,000	1,000
Marketing/Promotions	5,000	10,000	10,000	10,000
Advertising	10,756	21,511	23,662	26,028
Postage	1,000	2,000	2,000	2,000
Refreshments	1,000	2,000	2,000	2,000
Communication	10,200	20,400	20,400	20,400
Website and IT costs	10,000	20,000	20,000	20,000
Total Supplies & Services	45,956	91,911	94,062	96,428

Income		(108,000)	(135,000)	(162,000)
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<u>Summary</u>	2014-15 (Oct 14- M	2015-16	2016-17	2017-18
Employee costs	273,951	547,903	547,903	547,903
Transport	18,500	37,000	37,000	37,000
Supplies and Services	45,956	91,911	94,062	96,428
Premises (see below-not included in 6%)				
Income	0	(108,000)	(135,000)	(162,000)
Subtotal	338,407	568,814	543,965	519,331
6% admin fee on above	20,304	34,129	32,638	31,160
Premises costs	13,760	27,520	27,520	27,520
Grand Total	372,471	630,463	604,123	578,011

Other One-off costs

Refurbishment Costs (one-off)	24,000
Less funding c/ fwd from BAAS	(16,000)
Net cost (£2k per LA)	8,000
IT Link to other authorities (Social Care Sys	2,000
	10,000

Income projections

£27,000

Placements sold outside of shared service	8	9	10
Placements bought outside of shared service	4	4	4
Income from sold placement @£27k	(216,000)	(243,000)	(270,000)
Expenditure from bought placements @£27k	108,000	108,000	108,000
	(108,000)	(135,000)	(162,000)

Partner contributions

	Based on 5 year placements 2010-2014			
Bracknell Forest	19.3%	121,670	116,590	111,550
RBWM	31.6%	199,090	190,780	182,530
West Berks	25.4%	160,380	153,680	147,040
Wokingham	23.7%	149,320	143,080	136,900
Total	100%	630,460	604,130	578,020

SHARED ADOPTION SERVICE – DRAFT OUTLINE SERVICE SPECIFICATION

1. Purpose

The shared adoption service has been conceived as a way of improving both efficiency and effectiveness in rising to the challenges of the government Adoption Reform Programme. Seeking to build on the success and positive profile of the existing Berkshire Adoption Advisory Service the proposed new service represents a further stage in the development of productive relationships between and amongst participating authorities. In line with government encouragement for local authorities to fully explore the opportunities for collaboration this initiative seeks to meet the needs of four authorities in a manner which delivers results in excess of those which may be achieved by the individual constituent parts.

Participating authorities are:

Bracknell Forest

RBWM

West Berkshire

Wokingham

Vision

It is envisioned that the new Shared Adoption Service will be an outstanding example of partnership working and a service of customer excellence; exceeding customer expectation; working with customers to define the future direction; placing more children, more quickly in secure and loving families. It aims to become the service of choice within the region for those wishing to adopt children and to set the highest standard service delivery with a culture of exceeding expectation at every level.

2. Service Outline

The new shared venture will focus on the main core elements of the work of adoption services within local authorities:

Adopter Recruitment – there is a national shortage of adopters for children with a plan for adoption. Latest estimates are that up to 6,000 children are waiting for an adoptive family and recent legal and policy reforms are aimed at tackling this major shortfall, backed up by a cash injection from central government via ring-fenced grant funding. The activities undertaken by the shared service will include:

- Advertising and recruitment activities
- Information, preparation and training events
- Stage one and stage two adopter assessments

Family Finding – there is a major drive to achieve more adoptions within shorter timeframes in order to reduce delay for children waiting to be adopted. The new shared service will creatively work to

achieve positive matches between children and prospective adopters so as to secure permanence at the earliest opportunities. Activities undertaken will include:

- Early identification of adopters
- Fostering for adoption/concurrent planning
- Adoption Activity days
- Profile evenings
- Child specific recruitment
- Diligent Family Finding Project (see new developments)
- Family finding statements and attendance at court

N.B. Post-adoption order support is currently a specific exclusion from this service. Post adoption order services need to link closely with other services in social care and the main focus of the new shared service must be on increasing the number of adopters, increasing placement choice and speeding up the placement of children for adoption. Adoption support will be offered pre adoption order and the joining of post adoption services will be considered over the next year. In any event there will be close liaison between the new service and the post adoption workers within each agency.

3. Service Staff Structure

It is envisaged that the new service will form a separate but complementary provision to the current joint arrangement, The Berkshire Adoption Advisory Service, overseen by a Service Manager. The proposed structure includes a Team Manager, two Assistant Team Managers, eight Social Workers, a Family Support Worker (or SW Assistant) and a 0.5 FTE Recruitment Officer.

Neither the number of current staff nor those in scope have defined the structure of the new service which has been designed in relation to identified need and future requirements alongside a vision to secure more adoption placements for more children including those whose needs are not easily met within current resources.

The recommended legal and HR position is that TUPE will apply and staff in scope are those who spend over 50% of their employed time on adoption work. Formal consultation will be needed with those staff but these account for a small number of posts and currently comprise one Team Manager, one Assistant Team Manager and four social workers, all of whom have indicated a wish to join the new Shared Adoption Service.

The Service Manager post has not been included in the staffing budget as the plan is for this post to be shared with the current Berkshire Adoption Advisory Service on a 40/60 split, thus removing the need for an additional post and the need for additional funding.

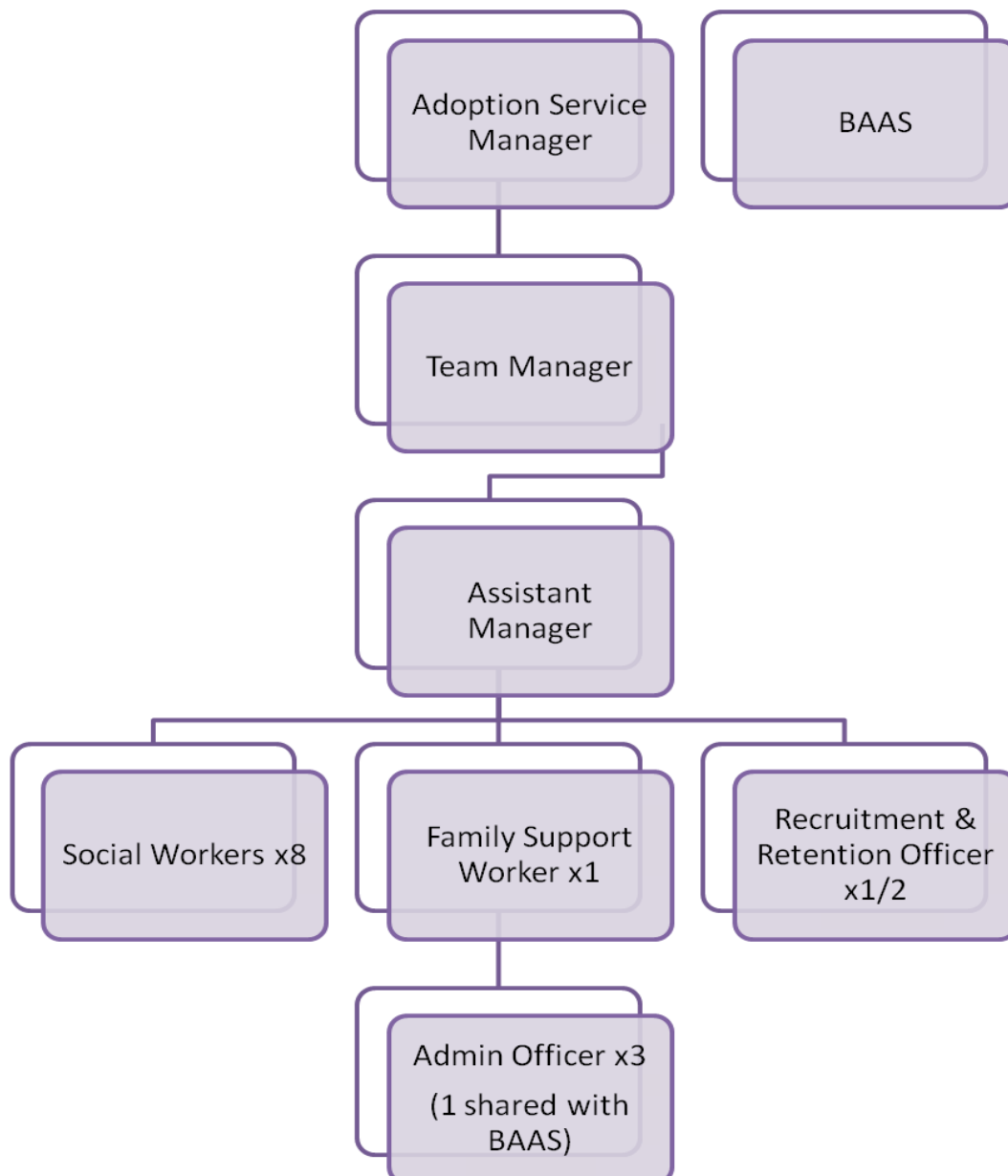
The Assistant Team Manager (ATM) will be a case holder for the assessment of adopters and will also undertake the management and supervision role overseen by the Team Manager. Additionally they will be expected to step in when there is delay in cases due to staff absence or sickness, thus ensuring that the service standards are maintained. Currently one ATM is in scope for transfer to the service.

It is unlikely that all social work posts will be filled with permanent staff. The service will utilise vacant posts to employ experienced sessional social workers to undertake adoption assessments. This

flexibility will ensure that adopters do not wait for their case to be allocated and will enable the service to increase the number of adopters recruited and focus employed staff where they are most needed.

Staff will be encouraged to make use of Smarter Working practices to enable them to work in a focussed way with social workers across the four local authorities, develop trusting professional relationships which benefit children and also to become experts in their field, thus ensuring that adoption practice is maintained at the highest level.

Shared Adoption Service Structure



4. Levels of Need – Service Volumes

In considering the level of need between the four agencies, the number of children, matches and adopters approved during the four year period from 2010 to 2014 was used.

By far the biggest rise was in the number of adopters approved, up 56% from 32 in the year 2012-2013 to 50 in 2013-2014 bolstered by the Adoption Reform Grant and the sessional employment of additional temporary staff to undertake assessments. This additional funding will not be available for the new shared service and consequently just adding to the number of adopters recruited in 2012-2013 is not possible. Over a four year period each agency averaged the same number of adopters, 8 per year, making a total of 32 and it is this average figure which has been taken as the starting point for the shared service and 20% improvement added in the first and subsequent years. The number of social work staff for the service was worked out on the average time for family finding and undertaking adopter approvals on an average of 50 assessments per year. The figures below consider the first three years of operation.

Whether it is possible to recruit more than 55 adopters will depend on the numbers and ages of children needing placements and whether the service is successful in making early placements, neither of which is possible to accurately predict.

A 20% increase in adopter numbers year on year would see the following figures achieved:

- To recruit and approve a minimum of 38 adopters within 2015-16 (20 % increase on the average)
- To recruit and approve a minimum of 46 adopters within 2016-17 (20% increase on previous year)
- To recruit and approve a minimum of 55 adopters within 2017 -18 (20% increase on previous year)

Four year average for all agencies from April 2010 to March 2014 (figures rounded)

	Children	Matches	Adopters
2010-11	36	20	18
2011-12	32	18	26
2012-13	35	28	32
2013-14	39	32	50
TOTAL	142	98	125
4 year Average	36	25	32

The current plan to have only four adopters used by external agencies in the first full year of operation is conservative. The new shared service is tasked with placing children more quickly in order to stop the plan for adoption being changed and to increase the opportunities for placing children, who in the past, may not have been considered for adoption due to a lack of resources. For each child placed, there will be a knock on reduction in fostering costs for each agency and the 'income' target will be revised following the first year of operation when accurate data on progress will be available.

Average for each Agency from April 2010 to March 2014 (figures rounded)

	Children	Matches	Adopters
Bracknell Forest	11	6	8
RBWM	10	8	8
Wokingham	5	5	8

West Berkshire	10	6	8
4 year Average	36	25	32

The age of children at the time the adoption plan was made during 2013-2014 was as follows:

- 30% of children were aged under one year
- 16% aged 1-2 years
- 8% aged 2-3 years
- 11% aged 3-4 years
- 14% aged 4-5 years
- 5% aged 5-6 years
- 11% aged 6-7 years
- 5% aged over 7 years

In total 46% of all children with an adoption plan were aged under 2 years, 79% were under 5 years and 21% were aged over five years.

5 Service Delivery Benefits

It is expected that a new, larger and more coherent service will deliver the following practice benefits:

- Economies of scale – e.g. one single recruitment effort
- Removal of arbitrary geographical boundaries
- Wider pool from which to achieve suitable matches
- Opportunities for innovation and models of best practice
- Builds on success of BAAS and “what works”
- Provide objectivity beyond individual Local Authority perspective
- Secure a focus on a critical area of practice and shares risk

New Developments

Diligent Family Finding Project – the shared service will introduce a new and innovative scheme to support the placement of older children for adoption, provide information for their future and support their need for a decision about future permanence. The aim of this project will be to speed up the time it takes to place older children or those who have been waiting for a permanent adoptive family. This intensive programme will take place over a period of 12 to 20 weeks. It will work with the children deemed hardest to place and those who have behavioural and emotional difficulties. The project will require:

- Fortnightly meetings between the child’s professional team for 12 to 20 weeks
- Concentrated support from those working with the child
- A focus on actively preparing the child for adoption, including their mental health and educational needs

It will involve:

- a focussed and diligent search to reconnect the child with people who may be able to provide them with a sense of connectedness, information and history, this may include former foster carers, friends or relatives
- General, targeted and/or specific recruitment and support services
- Examination of all areas of the child's life that impact on their readiness for adoption

Adopter Consultation Group – This group will provide advice and consultation for the Shared Service in relation to developing the service in conjunction with service users and their families. It is anticipated that adopted children and young people will also be enabled via this group to contribute.

Fostering for adoption (also known as Foster to Adopt)

The Children and Families Act 2014 requires local authorities to consider fostering for adoption for all children with an adoption plan. The aim is to encourage the earlier placement of children with adopters who are also approved as foster carers. Children can be placed before the court has made the decision that a child can be placed for adoption or after the decision has been made. Currently this is used in only a handful of cases and there is often reluctance on the part of adopters to consider this option due to concern about the risk that the child may not remain with them. It is the intention of the new service to ensure that all practitioners and prospective adopters have a clear educated understanding of fostering to adopt and to specifically recruit and train prospective adoptive parents who will consider fostering for adoption.

The success of fostering for adoption relies heavily on early referrals for family finding often prior to the decision that adoption will be the plan as placements with foster carers willing to proceed to adoption can be made while the local authority is 'considering adoption'. It is the experience of the BAAS that any referral process needs to be proactive and as easy as possible. With this in mind the new Shared Adoption Service will have a number of ways of identifying children in need of adoption at an early stage:

- The four local authorities share a joint legal team involved in all decisions to commence the Public Law Outline for children prior to Care Proceedings. The new Shared Adoption Service will be in a position to utilise this existing relationship to promote earlier identification of children for whom adoption **may** be appropriate and consequently to promote fostering for adoption.
- Family finders will link with individual local authorities and utilise hot desk in those areas to develop supportive working relationships with social workers, attend permanency planning meetings where plans are made and support early referrals
- All child permanence reports are already routed via the BAAS Service Manager and these are the documents used to family find for children. This will continue to be the case for the new service, thus ensuring both the quality of these reports and providing a check that a referral has been made to the shared adoption service
- There will be a formal referral process by telephone but the Shared Adoption Service will also endeavour to chase up referrals if the need is identified through other sources

A Shared Adoption Service Website

It is proposed that during the first year of operation a standalone website will be developed to promote the service and support the proposed increase in recruitment. The aim will be to set up a website that is easily accessible, positive in its approach and launches the service as dynamic and

progressive, thus encouraging potential adoptive parents to engage with the service at the start of their journey to adoption.

6 Finance

The cost of the service per local authority has been worked out using the previous five years placement figures plus an increase of 20%. The percentage costs can be seen at Appendix 1.

Built into the operating budget is a sum for adopter recruitment which will support the service in widening recruitment, encouraging prospective adopters who may not have previously come forward, including older people and those who are already parents. The latest recruitment and engagement techniques will be employed to promote the service.

7 Governance and Leadership

It is agreed that RBWM will be the host authority for employment of staff and related HR purposes, though some staff will transfer under the provisions of TUPE.

However, the leadership and governance of the Shared Service will be vested in a Management Board who will have executive authority for the operation of the service. The composition of the management body will be determined and agreed by each partner authority and will be comprised of officers who are able to make decisions and provide direction for the Shared Adoption Service. For the first year of operation, meetings will be held three monthly and at intervals of no more than six monthly or as defined by the board after this initial period.

The Management Board will be responsible for the appointment of the Service Manager, service delivery outputs and outcomes and for monitoring all aspects of the service, including financial monitoring.

The Shared Service will be developed and operated under the terms of an agreement to which each participating authority will become a party, this sets out the responsibilities of the host authority, indemnifies the parties in respect of the agreement ending and sets out the cost schedule for the Shared Adoption Service. (Agreement attached to this Specification).

Decision making in relation to children who should be adopted and matching of children with approved prospective adopters will remain with the Agency Decision Maker in the child's agency, as is currently the case.

The approval of prospective adopters will be shared among the four Agency Decision Makers and will be rotated on a six monthly basis.

Ofsted inspections

The new Shared Adoption Service will contribute to the Ofsted inspections in each of the four local authorities as has been the case for the current BAAS shared service. In relation to adoption performance the Shared Adoption Service will support the teams in the four local authorities to ensure that:

- Adoption is considered for all children who are unable to return home or to their birth family and need a permanent alternative home
- The Shared Service demonstrates a sense of urgency and care in all adoption work to support the placement of all children with their adoptive family at the earliest opportunity

- Recruitment, preparation, prompt assessment, training and support of adopters enables them to meet the needs of children and young people and keep them safe
- Support the placement of children with their siblings where this is in their best interests
- Recruit sufficient families to accommodate sibling groups, older children and those with complex needs

9. Venue

The Shared Adoption Service will be located centrally at Riverdale in Wokingham. This is a council site staffed by workers from Children's Services and with easy access to and from the road and rail network in Berkshire. The area to be used by the service includes sufficient space for hot desk working, a reception area and two small meeting areas available for private discussion and one to one meetings. Staff will be supported to employ Smarter Working practices to meet the needs of the service and will also have the opportunity to work from offices sited in any of the four local authorities involved in the shared service.

SERVICE OBJECTIVES/TARGETS

- To recruit and approve a minimum of 38 adopters within 2015-16 (an 20 % increase on the average)
- To recruit and approve a minimum of 46 adopters within 2016-17 (20% increase on previous year)
- To recruit and approve a minimum of 55 adopters within 2017 -18 (20% increase on previous year)
- The Shared Adoption Service will take all reasonable steps to place every child who has a plan of adoption within four months of the decision that they should be placed for adoption
- The stage one and stage two assessment process will be completed within six months and where this is not possible the reasons will be recorded and shared with the prospective adopters
- The Service will aim for 100% good or above rating for all preparation courses it provides
- The Service will recruit a sufficient and diverse range of adopters to meet the needs of children identified as requiring adoption, both locally and nationally, including adopters for:
 - Sibling groups
 - Older children
 - Those with complex needs
 - Black and minority ethnic children
- The shared service will provide a service of excellence and will ensure that all staff understand and adhere to the Customer Care Standards of the Shared Service
- Services will be shaped, developed by and will learn from the experience of those using the service. Every effort will be made to include children in this process having regard for their age and understanding.

- The service will have a responsive and inclusive recruitment strategy
- The service will report activity to each agency on a six monthly basis so it can be shared with elected members in their corporate parenting role
- The service will support the work of the teams in all four Boroughs to ensure that adoption is considered for every child who cannot live within their birth family or in a kinship placement
- The service will consider fostering for adoption for every child and will ensure the establishment of an earlier referral process via the Joint Legal Team
- All prospective adopters will be encouraged to consider Fostering for Adoption/concurrent placements and will receive training to support them in this decision.
- The service will also promote the use of concurrent placements in liaison with fostering teams in the four Boroughs
- In the first year of operation the service will develop a Diligent Family Finding Project to support the early placement of older children and those who have not achieved an adoptive placement
- Preparation groups and information sessions will be held at least monthly within the consortium area and thoroughly prepare prospective adopters to meet the needs of children and young people
- The service will provide expertise in adoption which will support the development of knowledge by workers across the four Boroughs
- The service will aim for at least 'good' performance against the key adoption score card measures and within Ofsted inspections and will work closely to learn from the work being undertaken by the Adoption Leadership Board

Appendix C

Dated: _____ **2014**

ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD (1)

-and-

BRACKNELL FOREST BOROUGH COUNCIL (2)

-and-

WEST BERKSHIRE COUNCIL (3)

-and-

WOKINGHAM BOROUGH COUNCIL (4)

AGREEMENT

**relating to the provision of
a Shared Adoption Service**

"Financial Year"	the period commencing on the 1 April and ending on the succeeding 31 March
"Local Government Ombudsman"	means the person or persons appointed for the purposes of Part 3 of the Local Government Act 1974 (as amended)
"the Parties"	means Parties to this Agreement
"the Payment Dates"	means the 31st June, 30 th September, 31 st December and 31 st March in each Financial Year
"the Services"	means the Services described in the Specification annexed to this Agreement as Appendix 'A'
"the Team"	means those members of staff employed by RBWM for the purpose of providing the Services pursuant to Clause 3 hereof
"the Team Principal"	means the member of staff appointed by Royal Borough of Windsor and Maidenhead to manage the Team on a day-to-day basis

“the Term”	means the term of the Agreement which will be three years with an option to extend by further periods of three years each, by written agreement between the Parties and subject to satisfactory performance.
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time any relevant European Directives.
“Working Day”	means between 9.00 a.m. and 5.00 p.m. Mondays to Fridays inclusive and excluding statutory and public holidays

2. THE SERVICE

- 2.1 Subject to the provisions of this Agreement RBWM shall host the Services within the Approved Budget.
- 2.2 It is acknowledged that the Parties may have differing policies and practices for those areas of Social Services work in connection with the provision of the Services and it is agreed that the Team shall operate in accordance with RBWM’s policies and practices which are available from RBWM upon reasonable request
- 2.3 Although employed by RBWM, it is accepted by the Parties that the Team will have professional responsibilities to all Parties
- 2.4 Any financial losses or increases in expenditure which are due to the failure by RBWM to comply with the terms of this Agreement shall be borne by RBWM

3. **STAFFING**

- 3.1 RBWM will employ and the Parties will agree office accommodation for staff in the Team. RBWM will be responsible for paying salaries and incidental salary costs (including employers' national insurance and superannuation contributions, subsistence, car allowances, expenses, indemnity insurance and the cost of training) and will provide office equipment and supplies.
- 3.2 RBWM will employ such professional and support staff as required to provide the Services.

4. **THE BUDGET**

- 4.1. The Approved Budget shall be the subject of a three yearly review by the Parties having regard to any increases in the cost of providing the Services and in particular (but not limited to):
 - 4.1.1. the forecast rate of inflation for the Financial Year in question agreed upon by the Finance Officers;
 - 4.1.2 the changes to salaries and wages and other terms and conditions of employment of the relevant staff brought about by national and local negotiations;
 - 4.1.3. changes in law or practice relating to the delivery of the Services;
 - 4.1.4 other material changes in the cost of the provision of the Services outside the control of RBWM.
- 4.2. The Parties shall use their reasonable endeavours to carry out such a review by March in the year preceding the date of operation of the review and RBWM shall notify the Parties of any increase in the sums payable under Clause 6 upon completion of the review.
- 4.3 The date of operation of the review shall be the 1st April every third year.
- 4.4 In addition to and without prejudice to Clauses 4.1 to 4.3 RBWM reserves the right to make reasonable increases in charges to the Parties at any time where unforeseen changes occur which result in RBWM reasonably incurring additional costs. Any increases in charges under this clause 4.4 must be demonstrated by RBWM as being justified and the Parties shall be entitled to request RBWM to provide any supporting documentation or other information. If in the reasonable opinion of the Parties the increase in charges is unjustified then the Parties shall meet and discuss.

4.5 Where the Parties fail to agree any aspect of the review the matter(s) shall be referred to the four Directors of Childrens Services and in the event there is still a dispute the matter shall be escalated in accordance with the procedure detailed in Clause 14.3.

5. PAYMENT

5.1. The charges for the provision of the Services will be set from year to year upon agreement with the Parties

5.1. Within 3 (three) months of the end of each Financial Year RBWM shall provide to the Parties details of the actual cost of the Services and any under or over payment as may have been made the Parties shall be carried forward to the next Payment Date PROVIDED THAT at the end of the Agreed Period any such underpayments shall be paid by the Parties to RBWM within 30 (thirty) days of notice thereof and any overpayments made shall be reimbursed by RBWM to the Parties within 30 (thirty) days of notice thereof.

5.2. Failure to make a payment on or before the Payment Dates or in accordance with Clause 5.2 shall incur an additional payment for each month or part of a month during which the payment is unpaid at a rate per annum equivalent to 2% (two percent) above the base rate of RBWM's bank for the time being in force at the date upon which the payment first becomes overdue.

5.3. All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties and taxes.

5.4. Should any VAT or other duty or tax become due or payable in respect of such sums, it shall be payable in addition to such sums.

6. VARIATIONS TO THE SERVICE

6.1 Subject to Clause 6.2 below no variation resulting in additional costs to the Services shall be made by RBWM unless agreed in writing by the Parties.

6.2 The cost of any variations agreed by the Parties shall be added to the Approved Budget and an adjustment made to the payments due from the Parties under Clause 6 with effect from the next of the Payment Dates.

7. ASSIGNMENT AND SUB-CONTRACTING

7.1 RBWM may not assign all or any part of its obligations under this Agreement.

7.2 RBWM may not sub-contract all or any part of its obligations under this Agreement without the prior written consent of the Parties.

7.3 For the avoidance of doubt it is agreed that provision of the following goods services and facilities by means of contracts with external contractors shall not be regarded as a breach of Clause 7.2.

7.3.1 stationery;

7.3.2 computer services;

7.3.3 electric, gas, water and telephone services;

7.3.4. supply of fuels;

8. **INDEMNITY AND INSURANCE**

8.1. RBWM will indemnify the Parties against all actions, claims and losses in respect of personal injury (including injury resulting in death), loss of or damage to property caused or contributed to by the negligence of RBWM or its employees or agents. This indemnity shall apply to direct losses only.

8.2. RBWM will maintain such insurances as will be necessary to cover its liabilities under Clause 8.1 with a reputable insurance company with whom RBWM places its insurance requirements in carrying out its statutory functions.

8.3. The Party providing accommodation will take out and maintain such insurance required in respect of any building and shall indemnify the other Parties for any claim arising from the use thereof where such use is required by the Agreement

9. **DECISIONS**

9.1 Where any question arises concerning the operation of the Services which RBWM considers is outside the normal operation of the Services (other than questions arising in connection with the Approved Budget and variations) RBWM shall consult the Parties and shall take account of the results of such consultation before making any decision with regard to that question.

10. **REDEPLOYMENT OF STAFF**

10.1 In the event that Services do not continue to be provided at any time and without prejudice to the application of TUPE the Parties shall make every possible effort between them to redeploy where practicable the staff engaged under clause 3 above to one or more of the Parties to the posts engaged in the provision of the Services or similar services operated by the Parties provided that any such

redeployment shall only occur with the consent of the member or members of staff concerned.

11. **MONITORING AND REVIEW**

11.1 RBWM shall keep adequate and comprehensive records relating to the provision of the Services and shall make such records available for inspection at reasonable times and on reasonable notice by any authorised officer employed by the Parties (in so far as such records apply to the area of the Party concerned) and where required to do so by law under the Freedom of Information Act.

11.2 Unless otherwise agreed, at intervals of not more than 6 (six) months, the Authorised Managers (or his or her representative) in each of the Parties shall meet to review the Services.

11.3 Unless otherwise agreed, in March of each Financial Year the Authorised Manager for the Parties will review the working of the arrangement to agree:

11.3.1 forecast work levels for the following financial year;

11.3.2 the resulting provisional annual charges to each of the Parties;

11.3.3 year-end adjustments for the preceding year;

11.3.4 any aspects of these arrangements which require consideration and review.

11.5 Upon reasonable request RBWM shall provide the Parties with any other information reasonably required to monitor and review the performance of the Team.

12. **OMBUDSMAN**

12.1 If a complaint relating to the provision of the Services is made, RBWM shall co-operate fully in dealing with such a complaint and shall, in particular co-operate in responding to any enquiries or investigations by the Local Government Ombudsman.

12.2 Any findings or recommendations made by the Local Government Ombudsman shall be adhered to forthwith by RBWM provided that the cost incurred in so doing shall be borne by such of the Parties determined as responsible by the Local Government Ombudsman.

13. **INTELLECTUAL PROPERTY**

13.1 The Parties agree not to cause or permit anything which may damage or endanger the intellectual property of the Parties or any one of them or their respective titles to it or assist or allow others to do so.

14. **DEFAULT IN PERFORMANCE**

14.1 Where the Parties consider that the Proper Level of Competence has not been satisfied by RBWM in the provision of the Services, the Parties and RBWM will attempt in good faith to resolve the issue promptly at a meeting held under Clause 11.2 or 11.3 and if the Parties remains dissatisfied with the performance of the Services then its Authorised Manager shall formally raise the matter in writing with the Authorised Manager of RBWM. The Authorised Manager of RBWM will respond in writing within 10 (ten) Working Days. If the Parties are not satisfied with the response then their Authorised Managers and the Authorised Manager of RBWM shall meet within a further 10 (ten) Working Days at a mutually agreed time and place to try and resolve the issue. In the event that a resolution is not agreed within 5 (five) Working Days of the said meeting then the issue shall move to Stage One of the Dispute Resolution Process set out in Clause 14.2 below.

14.2. **Stage One**

If the issue has not been resolved under Clause 14.1 the Authorised Managers of the Parties shall refer the matter to their respective senior managers who shall have the authority to settle the dispute. The said senior managers shall within 10 (ten) Working Days of the meeting referred to in Clause 14.1 prepare and exchange memoranda, stating the issues in dispute, their positions and summarising the negotiations which have taken place and attaching relevant documents. The senior managers of the relevant Parties will meet for negotiations within 10 (ten) Working Days of receipt of the memoranda and documents referred to above at a mutually agreed time and place. If the matter has not been resolved within 5 (five) Working Days of the meeting of the senior managers, then dispute shall move to Stage Two of the Dispute Resolution Process set out in Clause 14.3 below.

14.3 **Stage Two**

- 14.3.1 Within 10 (ten) Working Days of the meeting referred to in 14.2 above, either the Parties or RBWM may serve Notice (“the Notice”) on the other that the matter shall be referred to the determination by mediation, in accordance with the CEDR Model Mediation Procedure 9th (A) Edition (February 2004) (the 'Model Procedure') or such later edition as may be in force from time to time. If the Parties cannot agree on the identity of the Mediator then either party may request CEDR to appoint one.
- 14.3.2 The Model Procedure shall be amended so that: -
- 14.3.2(a) any Party may make a written statement of its case to the Mediator prior to the commencement of the mediation. This is subject to the proviso that any such statement shall be provided to the Mediator not less than 10 (ten) Working Days before the mediation is to commence (or such other period as may be agreed by the Mediator); and
 - 14.3.2(b) the Mediator shall be instructed to provide any Party with a written report of the result of the mediation within 10 (ten) Working days of the conclusion of the mediation.
- 14.3.4 All parties must: -
- 14.3.4(a) use their best endeavours to ensure that the mediation starts within 20 (twenty) Working Days of the appointment of the Mediator; and
 - 14.3.4(b) pay the Mediator's fee in equal shares.
- 14.4 Any agreement reached as a result of mediation shall be binding on all Parties but if the dispute has not been settled by mediation with 10 (ten) Working Days of the mediation starting then any Party may commence litigation proceedings (but not before then).
- 14.5 No party shall be precluded by this clause 14 from taking such steps in relation to court proceedings as it may deem necessary or desirable to protect its position. This shall normally be limited to issuing or otherwise pursuing proceedings to prevent limitation periods from expiring and applying for interim relief.
- 14.6 All time limits referred to in this Clause 14 may be extended by mutual agreement between the Parties and RBWM.

15. **BREAK**

In the event of reduced funding, withdrawal of funding or the non-availability of funding for the Services, any Party may terminate the Agreement at the end of any Financial Year by serving at least 6 (six) month's Notice on the other Parties expiring on 31st March in that year. This right to terminate does not remove the obligation contained in Clause 11 (Redeployment of Staff) or Clause 20 (TUPE)

16. **TERMINATION**

16.1 If there should be further repeated serious failure to provide the Services to the Proper Level of Competence, any Party may serve a Notice of Intended Withdrawal ("the Notice of Intended Withdrawal") stipulating:

- (a) either in what way the course of action determined under Clause 14 above has not been Properly implemented or what steps the Parties acting reasonably consider necessary to improve the Services such that it achieves the Proper Level of Competence; and
- (b) a reasonable period of time within which action must be implemented. In assessing whether a period of time is reasonable there shall be taken into account any period of time which is reasonably necessary to comply with any appropriate disciplinary/competency procedures of RBWM, but the period shall not in any event extend beyond 2 (two) calendar months from the date of the Notice of Intended Withdrawal was served.

16.2 If the action has not been fully implemented within the time specified in the Notice of Intended Withdrawal the Parties may upon 4 (four) weeks' written notice withdraw from this Agreement.

16.3 If any of the Parties has failed to pay RBWM the Payment on time or any one of the Parties has committed a substantial breach of any material term of this Agreement, then RBWM may terminate the Agreement by giving the Parties not less than 1 (one) month's written Notice.

16.4 None of the Parties to this Agreement shall use the provisions of this Clause 16 vexatiously or frivolously or so as to withdraw unreasonably from this Agreement.

17. **ADDITIONAL COSTS**

17.1 If RBWM should wilfully totally or largely fail to provide the Services to the Parties during any period (but allowing for de minimis periods when members of the

Team may be temporarily unavailable) the Parties may give notice to RBWM to resume provision of the Service forthwith and if RBWM should fail to comply with such notice the Parties may make alternative arrangements for core services which should be undertaken by the Team until RBWM shall resume provision of the Services and RBWM shall be liable for any expenditure reasonably so incurred by the Parties in excess of the amount which it would have had to pay for the Services under the terms of the Agreement.

18. DATA PROTECTION ACT 1998

18.1 RBWM shall comply in all respects with the provision of the Data Protection Act 1998 together with any subsequent amendment or re-enactment thereof. The provisions of this clause shall apply during the term of the Agreement and indefinitely after expiry or termination.

19. FREEDOM OF INFORMATION ACT (FOIA)

19.1 All Parties recognise that they are subject to legal duties which may require the release of information under the FOIA or any other applicable legislation governing access to information, and that they may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

19.2 Each Party will assist the others to enable them to comply with their obligations. In particular, all Parties acknowledge that they are entitled to any and all information relating to the performance of this Agreement or arising in the course of performing this Agreement. In the event that a Party receives a request for information under the FOIA or any other applicable legislation governing access to information, and requests the any other Party's assistance in obtaining the information that is the subject of such request or otherwise, the other Party will respond to any such request for assistance at its own cost and promptly, and in any event within 7 (seven) days of receipt of the request for information.

20. TUPE

20.1 The Parties recognise and acknowledge that at the time of entering into this Agreement that the Transfer of Undertakings (Protection of Employment)

Regulations 2006 (“TUPE”) will apply in respect of this Agreement and may apply on termination of this Agreement.

20.2 Where TUPE applies to this Agreement, the Parties agree to share costs equally in relation to but not limited to all redundancy payments, actions, proceedings, claims, expenses and awards, costs and all other liabilities whatsoever in any way connected with any act or omission including

20.2.1 any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European Law or otherwise) whether arising before or after the Commencement Date in connection with this Agreement;

20.2.2 any failure by the Parties to comply with their obligations under Regulations 13 or 14 of TUPE or any award of compensation under Regulation 15 of TUPE save where such failure arises from the failure of RBWM to comply with its duties under Regulation 13 of TUPE;

20.2.3 any claim (including any individual entitlement under or consequent on such a claim) by any trade union or other body or person representing any Transferring Employee arising from or connected with any failure by the Parties to comply with any legal obligation to such trade union, body or person.

20.2.4 The provisions of this Clause 20 shall apply during the continuance of this Agreement and indefinitely after its Termination

IN WITNESS whereof the Parties have caused their respective Common Seals to be hereunto affixed the day and year first before written:

The COMMON SEAL of
ROYAL BOROUGH of WINDSOR AND MAIDENHEAD
was hereunto affixed in the presence of:-

Authorised Signatory

The COMMON SEAL of
BRACKNELL FOREST BOROUGH COUNCIL
was hereunto affixed in the presence of:-

Authorised Signatory

The COMMON SEAL of
WEST BERKSHIRE COUNCIL
was hereunto affixed in the presence of:-

Authorised Signatory

The COMMON SEAL of
WOKINGHAM BOROUGH COUNCIL
Was hereunto affixed in the presence of:-

Authorised Signatory