

Regional Adoption Agency (RAA)

Shared Services Agreement - Proposed Heads of Terms

Parties: North Tyneside Council (Host) and Newcastle City Council, Gateshead Council, Northumberland County Council and South Tyneside Council.

Term to be Agreed	Detail
Term	Continuous until termination (see proposal for termination)
Termination	<p>Participant Authorities: 12 months advance written notice to the Host Authority and cc'd to all other constituent authorities.</p> <p>If one Participant Authority gives written notice to terminate the Shared Services Agreement between all participant authorities will terminate at the end of the notice period.</p> <p>Host Authority: – a material breach of an individual Authority's obligations under the Agreement (inc. financial contributions) - If the Host has legally imposed restrictions on its abilities to undertake its functions as set out under this agreement.</p>
Consequences of Termination	Please refer to the Apportionment of Surpluses and Deficits Head of Terms below which will contain detailed financial consequences of termination.
Delegation of Functions	<p>Agreement will contain a confirmation of each Authority's delegation to the Host and reference to relevant statutory provisions.</p> <p>Delegation of functions will be given to the Host Authority pursuant to Sections 9EA and 9EB of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012. Each Cabinet of the Constituent Authorities must therefore make a resolution that its Adoption Functions be delegated to North Tyneside Council. North Tyneside Council must also make a resolution to accept the delegations from the other four Constituent Councils</p>
Governance of the RAA	<p>The RAA will be delivered by the Host, NTC.</p> <p>An Authorised Officer Liaison Group will be established which will constitute the DCS' (or their nominee) of each of the constituent authorities.</p> <p>The Group will meet quarterly with the RAA Service Manager (NTC's Service Manager).</p> <p>This will give the constituent authorities the opportunity to meet with NTC as the provider of</p>

	<p>the RAA to discuss the delivery of the RAA and issues that have arisen over the last period, including those which may have been resolved during that period. This will be akin to a contract management meeting. In the event of an emergency situation arising outside the normal cycle of meetings the Participant Authorities shall have the right to call for either a meeting with the Host Authority or a meeting of the Group</p> <p>There will also be a review the performance and the financial position of the service.</p> <p>The governance arrangements will also include provide for an opportunity for the participating authorities to exercise some political oversight through involvement of the relevant Lead member in each authority. This could be by annual meeting either separately or as part of one of the quarterly RAA meetings</p>
Dispute Resolution	<ol style="list-style-type: none"> 1. Authorised Officers (30 days) 2. Chief Executives (30 further days) 3. Mediation <p>If the dispute is not resolved by any of the above measures then the authority in dispute will have the right to terminate the agreement as above or to seek a remedy through legal proceedings</p>
Provision of RAA by North Tyneside	Recital regarding RAA being appointed by all authorities party to the Agreement
RAA Service Manager	Will be determined and appointed by the Host Authority.
Set up and other start up Costs	The DfE Grant will be spent on Set up Costs. Once this is exceeded, local authorities will contribute to any additional costs based on the funding model.
Service plan and financial matters	<p>Draft budget setting every November for approval within North Tyneside Council's Budget Setting Process in February. Draft to be agreed by DCS' in November of each year of operation.</p> <p>3 year (medium term) financial plan will be required in addition to the Annual Budget of the</p>

	<p>RAA.</p> <p>Assets – to be distributed on wind up – please refer to Apportionment of Surpluses and Deficits Head of Term below. The same principles will be adopted here.</p> <p>Indemnity – regarding insurance claims - NTC to seek appropriate insurances to cover liability for undertaking the service on behalf of all constituent authorities. Payment of the insurance policies and any appropriate run off insurance cover (if relevant) will be included in the budget.</p> <p>Indemnity – future liabilities, eg rent. This will be included in the budget.</p> <p>Each Authority’s contribution to the RAA budget - quarterly in advance.</p> <p>Service plan to be agreed annually.</p> <p>Arrangements for Apportionment of Surpluses and Deficits will be as follows:</p> <ul style="list-style-type: none"> • Any surplus or deficit is allocated to take into account both the proportion of an Authority’s financial contribution and the actual number of adoptions achieved for each local authority weighted 50% and 50% respectively. • In the event of a surplus the surplus will be allocated to authorities who have not received the expected number of adoptions pro rata based on the variance to the original estimate. • In the event of a deficit, the allocation will be pro rata on the proportion of the actual number of children adopted. • If there is a surplus and all Authorities have achieved more that their estimated numbers of adoptions the pro rate is based on their financial contribution only in that year. • In the circumstances of termination the distribution of any assets and the contributions towards any liabilities will be based on each authorities financial contribution in the year.
Premises	Agreed. NTC has sourced the Pembroke Wing of Baliol Primary School, North Tyneside. It is proposed that there will be a 5 year lease term.

	<p>The appropriate Lease will be entered into by NTC (tenant) as the Host of the RAA and North Tyneside Learning Trust as owner (landlord).</p>
Staffing	<p>All staff in scope in the constituent authorities will TUPE transfer to NTC.</p> <p><u>Staffing Indemnities</u> NTC as host and as incoming employer of all in scope staff will require from each of the constituent authorities and indemnity for any employment causes of action that occurred pre transfer date, where the action is taken against NTC as the incoming employer.</p> <p>NB: Registered Manager will remain with each constituent Authority and the costs for this individual and employment obligations will be met by the relevant constituent authority.</p>
Existing Contracts for services and/or goods	<p>The contracts for all services/good accepted by NTC as required for the delivery of the RAA will need to be considered for novation to NTC. Where appropriate NTC may seek indemnities from the original contracting Authority in respect of procurement route and pre transfer breach.</p>
Information Governance	<p>NTC will take the lead on all information governance matters and information governance compliance.</p> <p>All parties to the Shared Services Agreement will be required to sign a Data Sharing and Processing Agreement with NTC. To enable this to happen all parties will need to comply with the requests of NTC's Information Governance team during this phase of negotiation.</p> <p>Provisions in Shared Services Agreement will include:</p> <ul style="list-style-type: none"> - Each authorities compliance with GDPR - Each authority will provide assistance to NTC in respect of data protection compliance, subject access requests and request under the Freedom of Information Act 2000. - Storage and retention of records.
RAA Practice and Procedures	<p>This will set out the agreed best practice for the delivery for the RAA – these will be appended as a schedule to the Shared Services Agreement.</p>
Insurance and Indemnities	<p>Insurance will be obtained by NTC at commercially acceptable levels of cover for the risks associated with the delivery of the RAA. Costs for insurance will be included in the costs of the RAA to be split between the constituent authorities in accordance with the Service Plan.</p>

	Consideration will need to be given to indemnities provided by the constituent authorities in respect of future insurance claims.
Ownership and insurance of assets	All assets will be purchased, where required by NTC. Contributions will be made by all constituent authorities in accordance with the Funding Model and in line with the agreed budget. Assets will be insured by NTC. Insurance costs will be met by all constituent authorities as a contribution to NTC under the Service Plan.
Audit	<p>NTC's internal audit team will provide the required audit oversight for the service. Feedback and updates relating to this will be provided through the liaison group.</p> <p>As provider of the service, NTC's external auditors will also be engaged to audit this service where required. This will form part of NTCs annual external audit as required by law. Contributions to the costs in respect thereof will be made by each constituent authorities and will form part of the budget.</p>