

RAA Agreement

**For Establishment of a Regional Adoption Agency Board and the Provision of a Regionalised
Adoption Service**

Between

The Lancashire County Council

And

Blackpool Council

Contents

1.	DEFINITIONS AND INTERPRETATION.....	2
2.	AGREEMENT.....	5
3.	HOST AUTHORITY SERVICES.....	6
4.	TERM AND TERMINATION.....	6
5.	CONSENTS.....	9
6.	GOVERNANCE AND THE REGIONAL ADOPTION AGENCY MANAGER.....	9
7.	STAFF.....	9
8.	PREMISES, ASSETS AND INFORMATION TECHNOLOGY ('IT').....	13
9.	FINANCIAL CONTRIBUTIONS.....	15
10.	INTELLECTUAL PROPERTY RIGHTS.....	15
11.	AGREEMENT REVIEW.....	16
12.	DISPUTES BETWEEN THE PARTIES.....	16
13.	COMPLAINTS, PROFESSIONAL AND CONDUCT ENQUIRIES.....	16
14.	VARIATION.....	17
15.	LIABILITY AND INSURANCE.....	18
16.	HOST AUTHORITY INDEMNITY.....	18
17.	CLAIMS AND PROCEEDINGS.....	19
18.	DATA PROTECTION AND FREEDOM OF INFORMATION.....	21
19.	DATA STORAGE.....	23
20.	FREEDOM OF INFORMATION.....	23
21.	COMMUNICATION AND NOTICES.....	23
22.	GOVERNING LAW AND JURISDICTION.....	24
23.	AUDIT.....	24
24.	VAT.....	25
25.	WAIVER.....	25

26.	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	25
27.	FORCE MAJEURE	25
28.	SEVERABILITY	25
29.	ENTIRE AGREEMENT	26
30.	EQUALITY AND DIVERSITY	26
31.	LEGAL COMPLIANCE.....	26
	SCHEDULE 1 – SCOPE OF SERVICES.....	28
	SCHEDULE 2 – INFORMATION SHARING AGREEMENT	48
	SCHEDULE 3 - GOVERNANCE	180
	SCHEDULE 4 - FUNDING ARRANGEMENTS	185
	SCHEDULE 5 -HOST AUTHORITY SERVICES.....	205
	SCHEDULE 6 - SECONDMENT AGREEMENT	210
	SCHEDULE 7 - REGIONAL ADOPTION AGENCY MANAGER JOB DESCRIPTION	221
	SCHEDULE 8 – NOT USED	225
	SCHEDULE 9 – NOT USED	226
	SCHEDULE 10 – EXIT STRATEGY	227

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in the agreement

'Agreement'	means this agreement and any schedules attached hereto;
'Assets'	Means those tangible and non-tangible assets, or interests in assets (including property but excluding any contracts that are dealt with pursuant to clause 8 of this Agreement) which are required for the purposes of running of the Regional Adoption Agency including but not limited to financial assets, ICT equipment and office furniture.
'Assets List'	The list of Assets that the Host Authority shall hold and maintain for the purposes of running the RAA in accordance with clause 8 of this Agreement.
'Commencement Date'	means the 1 st April 2020.
"Data Protection Legislation"	the GDPR and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy. Any reference to DPA in the Agreement shall have the same meaning as Data Protection Legislation.
'EIR'	means the Environmental Information Regulations 2004 or such legislation that may be enacted to replace it following any exercise by the United Kingdom of Article 50 of the Lisbon Treaty in relation to the European Union.
'Employee'	means any person who is employed by a Participating Authority and works within the adoption service of that Participating Authority (whether or not their post comes within the adoption budget for that particular local authority).
'Existing Assets'	Assets relevant to the operation of the RAA purchased by the relevant parties prior to the Effective Date.
'FOIA'	means the Freedom of Information Act 2000.
'Governance Board'	shall comprise of:

- i. Statutory Director of Children's Services/Director level Officers from the Participating Authorities responsible for looked after children and adoption services.
- ii. Representatives from partner Voluntary Adoption Agencies. Voluntary adoption agencies associated with the RAA.
- iii. Representatives from the Participating Authorities from any specified service as required, such as Procurement, ICT, HR and Finance, who will be standing board members but only required to attend meetings where a decision or advice is specifically required from them.
- iv. The Regional Adoption Agency Manager or their representative.

'Host Authority' shall be responsible for the management and delivery of the Services. For the purposes of this Agreement, this shall be Lancashire.

'Host Authority Services' shall mean those services which are to be provided by the Host Authority to the RAA as detailed in Schedule 5 to this Agreement. For the avoidance of doubt, the Services shall not include employment and HR services which shall remain services of the Parties respectively.

'Information Sharing Agreement' means the process detailed in Schedule 2 to be adhered to by the Authorities when sharing information including Personal Data as defined in the Data Protection Legislation.

'Intellectual Property' means copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition.

Rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered.

'Key Objectives' means the objectives for the RAA as detailed in Schedule 1.

'Necessary Consents'	means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the RAA.
'Operations Group'	means the group comprising the Directors of Children's Services (or their nominees) for each of the Participating Authorities.
'Operational Period'	means a period of five (5) years beginning on the Commencement Date.
'Original Authority'	means in relation to each of the seconded employees the Participating Authority that employs each of them on the Commencement Date.
'Participating Authority'	means Lancashire or Blackpool or an authority joining the RAA subsequent to the commencement of this Agreement.
'Participating Authorities'	means all Parties to this agreement.
'Procurement Regulations'	means the Public Contracts Regulations 2015 or such legislation that may be enacted to replace it following any exercise by the United Kingdom of Article 50 of the Lisbon Treaty in relation to the European Union.
'RAA'	means the amalgamation of the adoption service teams of each of the Participating Authorities and the management and delivery of the Services as detailed in Schedule 1 (Specification).
'Regional Adoption Agency Board'	means the governing body of the RAA with overall strategic responsibility for the RAA.
'Regional Adoption Agency Manager'	means the individual who will have the day to day responsibility for the delivery of the duties of the RAA as detailed in Schedule 3.
'Responsible Officer'	shall mean the senior accounting officer of the Host Authority appointed under Section 151 of the Local Government Act 1972.
'Seconded Employee'	means those employees who are at the date of this Agreement agree to be seconded to the Host Authority for the duration of this Agreement.
'Secondment Agreement'	means the secondment agreement to be entered into between the Host Authority and each of the Participating Authorities in the form attached to this Agreement at Schedule 6
'Statutory Children's Services'	means those services provided for children which are underpinned by legislation, in particular the Children Act 1989.

‘Service Level Agreement’	means the Agreements entered into with other Participating Authorities as detailed in Schedule 5.
‘The Services’	means those services which are to be delivered by the RAA as detailed in Schedule 1 (Specification).
‘Termination Date’	means the date that is either five (5) years after the Commencement Date or, if earlier, the date upon which any notice of termination served by the Participating Authorities under Clause 4 of this agreement comes into effect.
‘Withdrawal date’	The effective date of withdrawal by a Participating Authority from the RAA by a notice served under Clause 4.3.

- 1.2 Clause, Schedules and paragraph heading shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as it set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.7 A reference to writing or written includes e-mail.

2. AGREEMENT

- 2.1 This Agreement is made under and in its implementation, shall exercise the powers conferred on the Parties by:
 - 2.1.1 Section 101, 111, 112 and 113 of the Local Government Act 1972. Section 113 which allow a local authority to enter into an agreement with another authority to place its officers at the disposal of the other authority, subject to consultation with the staff concerned and negotiation about any changes to terms and conditions; and
 - 2.1.2 Section 1 of the Local Authorities (Goods and Services Act) 1970 enables a local authority to enter into an agreement to provide another local authority with goods and services, including administrative, professional or technical services; and
 - 2.1.3 Section 2, 19 and 20 and 101(5) and 102 Local Government Act, Section 9EB of the Local Government Act 2000 the local authorities (arrangements for the discharge of functions) (England) Regulations 2012/1019 and Section 1 Localism Act 2011; and
 - 2.1.4 All other powers enabling them with this regard.

- 2.2 The Participating Authorities shall exercise the powers referred to in Clause 2.1 above to work together and co-operatively (but not so as to create a legal partnership agreement between them) in order to establish the RAA that shall be operated in accordance with the terms of this Agreement in order to achieve the Key Objectives set out within it and in particular as specified in Schedule 1.
- 2.3 In order to facilitate the creation of the RAA under this Agreement, the Participating Authorities have further agreed to:
- 2.3.1 Appoint the Host Authority to deliver the Host Authority Services, as set out in Schedule 5;
- 2.3.2 Create the Operations Group to carry out functions set out in Schedule 3;
- 2.3.3 Appoint a Regional Adoption Agency Manager to carry out functions set out in Schedule 3;

3. HOST AUTHORITY SERVICES

- 3.1 It is agreed between the Participating Authorities that for the purposes of the development and continuing operation of the RAA, the Host Authority shall provide the Host Authority Services for and on behalf of the Participating Authorities in accordance with the decisions of the Operations Group.
- 3.2 In the event the Host Authority reasonably requires assistance from a third party to enable them to deliver the Host Authority Services, the Host Authority agrees to consult with the other Participating Authorities to ascertain whether they are able to provide such services in the first instance.
- 3.3 In the event that none of the other Participating Authorities are able to assist the Host Authority, the Operations Group shall agree that the Host Authority shall be permitted to enter into any agreements necessary with a third party or parties to assist in the delivery of the Host Authority Services.
- 3.4 The Host Authority agrees any agreement referred to in clause 3.3 above shall be procured based on their standing orders relating to such agreements.
- 3.5 Where the Host Authority does enter into an agreement with a third party in relation to the Host Authority Services, the Participating Authorities agree that the fee for these services shall be apportioned between the Participating Authorities as agreed by the Operations Group, acting reasonably.

4. TERM AND TERMINATION

- 4.1 This Agreement shall take effect on the Commencement Date and shall continue for the Operational Period which will be subject to quarterly review.
- 4.2 No less than six (6) months prior to the expiry of the Operation Period, the Participating Authorities may agree to extend this Agreement beyond the Operational Period by a majority

resolution of the Participating authorities at a special meeting of the Operations Group which has been called for the purpose of extending this Agreement.

- 4.3 This Agreement may only be terminated before the end of the Operational Period by a majority resolution of the Participating Authorities at a special meeting of the Operations Group which has been called for the purpose of terminating the Agreement before the end of the Operational Period.
- 4.4 In the event that the Participating Authorities terminate this agreement in accordance with clause 4.3 above the Participating Authorities shall agree a reasonable period before the effective Termination date (which in any event shall be a minimum period of twelve (12) calendar months from the date of the decision) to enable the Host Authority to arrange a smooth transition of the Services and effective termination of the Host Authority Services and the transfer of Seconded Employees back to the relevant Participating Authority whilst ensuring all parties can continue to comply with their statutory duties.
- 4.5 In the event that Participating Authorities terminate this agreement, or a decision is made not to extend the Operational Period, the Participating Authorities agree that the provisions of Schedule 10 shall apply.
- 4.6 If the Host Authority no longer wishes to be the Host Authority during the Operational Period, but still wishes to be a member of the RAA, it agrees to notify each Participating Authority in writing of its intention to cease as Host Authority and give not less than twelve (12) months' notice of such cessation and the provisions of Clause 4.13 shall apply.
- 4.7 If any Participating Authority other than the Host Authority wishes to withdraw from participation in the RAA during the Operational Period but not so as to bring it to an end under Clause 4.3 above then it must notify each of the other Authorities in writing of its intention to withdraw and give not less than twelve (12) months' notice of such withdrawal which shall expire at the end of the financial year for that given year.
- 4.8 In the event that Lancashire and Blackpool remain the only Parties to this Agreement it shall terminate within the minimum period of twelve (12) calendar months from the date of the decision of both Parties to withdraw from it.
- 4.9 Any Participating Authority withdrawing from this Agreement prior to the end of the Operational Period by giving notice under Clause 4.4 above shall remain liable after the Withdrawal Date in accordance with the apportionments set out in Schedule 4 for any financial or other obligation or liability (actual or contingent) incurred under this Agreement for the duration of the Operational Period both as a party to this Agreement and as an Original Authority in relation to any affected Seconded Employees.
- 4.10 Any Participating Authority withdrawing from this agreement under clause 4.4 or 4.6 agrees to indemnify the Host Authority in full for any costs including but not limited to redundancy costs and associated expenses (which for the avoidance of doubt shall include any payment relating to vocational pension schemes) incurred by the Host Authority as a result of being required to reduce the number of employees which may have been recruited by the Host Authority to enable the Host Authority Services and Services to be delivered as a result of the said Participating Authority withdrawing from the RAA.

- 4.11 Should the Host Authority, with the consent of the Operations Group, purchase a new Asset or incur a financial liability linked with the operation of this Agreement after the Commencement Date on termination or expiration of this Agreement the cost of the same shall be apportioned between the Participating Authorities in accordance with the funding arrangements in Schedule 4.
- 4.12 In the event that other authorities become parties to this Agreement (subsequently a Participating Authority) and any Participating Authority serves written notice of withdrawal under Clause 4.4 then the remaining Participating Authorities shall immediately review the Agreement to determine whether there are sufficient resources available under this agreement for the Host Authority to continue to fulfil the Host Authority Services on behalf of the remaining Participating Authority to enable them to continue to deliver the Services. On completion of that review the RAA shall then decide at a meeting of the Operations Group called for that purpose consider and decide whether the Agreement should be terminated pursuant to clause 4.3.
- 4.13 In the event of the Host Authority notifying the other Participating Authorities of its intention to withdraw from this Agreement under Clause 4.6 then all the Parties (including the Host Authority) shall immediately review their participation in the RAA and the resources available to them under this Agreement in order to determine whether any of the remaining Participating Authorities can become a replacement Host Authority.
- 4.14 In the event that a Participating Authority agrees to become a replacement Host Authority then the Agreement will continue and the Host Authority shall continue to fulfil its functions, obligations and responsibilities until such time as arrangements have been made for the replacement Host Authority to take over the delivery and management of the Host Authority Services. The Host Authority shall continue to fulfil its functions, obligations and responsibilities to a maximum period of twelve (12) months after the notification date of withdrawal.
- 4.15 In the event that no Participating Authority agrees to become a replacement Host Authority the Operations Group shall hold a special meeting and consider whether any other models of delivery can be considered (such as local authority limited company, VAA hosted or Joint Venture). If no agreement can be reached, then the Board will make a decision to bring the RAA to an end in accordance with clause 4.5 above.
- 4.16 In the event that this Agreement is terminated for whatever reason and the Host Authority Services are no longer being delivered by the Host Authority, the Host Authority shall be responsible for ensuring that all and any data belonging to the Participating Authorities is returned to each Participating Authority.
- 4.17 Upon the replacement of the Host Authority:
- 4.17.1 the exiting Host Authority will make available to the replacement Host Authority all of the records of the RAA;
- 4.17.2 all secondment arrangements and any delegated authority relating to Seconded Employees under Clause 7 below shall forthwith apply to the replacement Host Authority as if it were the Host Authority;
- 4.17.3 the continuing original Participating Authorities shall consult with the Seconded Employees in relation to any new arrangements that may arise in connection with their secondments to the replacement Host Authority as if it were a consultation

under Clause 7;

4.17.4 in the event that the Regional Adoption Agency Manager is, on the date on which the Host Authority exits, an employee of the exiting authority, it may on receipt of a request in writing from the replacement Host Authority and after appropriate consultation has taken place, make suitable secondment arrangements with it in order to make the services of the Regional Adoption Agency Manager available to the RAA.

5. CONSENTS

5.1 The Participating Authorities shall ensure that all Necessary Consents are in place to enable the Host Authority to provide the Host Authority Services and to enable the Participating Authorities to provide the Services and discharge all of their obligations under this Agreement shall provide a copy to the Host Authority if required.

6. GOVERNANCE AND THE REGIONAL ADOPTION AGENCY MANAGER

6.1 The Regional Adoption Agency Board shall be responsible for the overall strategic direction of the RAA. The functions and terms of reference of the RAA are set out in Schedule 3 to this Agreement. The Host Authority shall provide such support services as the Regional Adoption Agency Board and Operations Group shall require, as set out in Schedule 5 to this Agreement, in order to perform its functions, and the costs of such services will be an expense of the RAA, as set out in Schedule 5 to this Agreement.

6.2 The Operations Group shall be responsible for ensuring that each Participating Authority works in close cooperation with the RAA and for resolving operational (rather than strategic) issues. Its functions and terms of references are set out in Schedule 3 to this Agreement

6.3 The Regional Adoption Agency Manager has been appointed by the Regional Adoption Agency Board and shall be responsible for the day to day running of the Host Authority Services and the Services. The functions and terms of reference of the Regional Adoption Agency Manager are set out in Schedule 3. In the event that the Regional Adoption Agency Manager shall be an employee of the Host Authority then the arrangements in Clause 4.13, 4.14, 4.15, 4.16 and 4.17 shall apply in the event that the Host Authority is replaced.

7. STAFF

7.1 Each of the employees currently employed by Blackpool and in the posts listed in Part 1 of Schedule 6 of this agreement shall be seconded to the Host Authority for a minimum of two (2) years from the Commencement Date and until the Secondment Agreement comes to an end.

7.2 Each of the proposed Seconded Employees shall receive an invitation to secondment in the form of a letter in the form specified in Schedule 6 of this agreement, setting out his or her proposed new role, location and management arrangements, and shall be invited to signify

their agreement to the arrangements by returning one copy of the letter signed by them confirming their acceptance of the terms as set out in the letter.

- 7.3 Prior to the secondment arrangements taking place each of the Seconded Employees are required to signify agreement to the invitation to secondment. The employing Authority and the Host Authority shall consult with the staff and representatives of each Seconded Employee concerning the proposed secondment arrangements and in particular shall make available such information as may reasonably be required by them in relation to:
- 7.3.1 the potential effect during the term of the secondment upon the employee's terms and conditions of employment, including terms relating to pension benefits and other forms of remuneration;
 - 7.3.2 any change in working practices and location that is proposed during the term of the secondment;
 - 7.3.3 Any delegated managerial or supervisory arrangements that shall be exercised by the Host Authority in relation to the Seconded Employee as a result of the secondment (including whether or not of a temporary nature);
 - 7.3.4 The proposed arrangements that will be implemented at the end of the secondment period;
 - 7.3.5 Any reasonable adjustments or risk assessments that may be required to be undertaken in relation to them as a result of the secondment
- 7.4 Subject to any temporary variation that is agreed following the consultation under Clause 7.1 of this agreement each Seconded Employee employed by the Blackpool, or any authority who subsequently become a party to this Agreement, shall remain employed by Blackpool, or the authority who later become a party to this Agreement, during the secondment to the Host Authority with their current terms of employment remaining unchanged and in particular:
- 7.4.1 Their periods of continuous service will remain unbroken;
 - 7.4.2 The contractual or managerial policies and practices that they were required to comply with by the Original Authority shall be deemed to continue to apply to them with such necessary modifications which may be required as to their implementation to enable them to operate effectively during the secondment period.
- 7.5 Subject to the completion of the co-located offices detailed in clause 8 from the Commencement Date each Seconded Employee shall continue to work in the premises designated by their original employing Authority unless directed otherwise by the Host Authority.
- 7.6 Any member of staff who is not employed by a Party and is then recruited and appointed by the Host Authority to a post required to enable the Services to be delivered after the Commencement Date, whether as a result of a new post being created or replacing leaving staff, shall be an employee of the Host Authority and shall not be a Seconded Employee. Any costs associated with the recruitment and employment of such employees during the

Operational Period shall be an expense that will be apportioned in accordance with Schedule 4.

- 7.7 Each of the Authorities that are the employer of the Seconded Employees shall authorise the Host Authority to exercise delegated day-to-day management and control of the Seconded Employees activities as outlined in clause 1 of the Secondment Agreement contained in Schedule 6. The nature and extent of such delegated authority shall be agreed through the Operations Group and shall then be exercised in the following manner:
- 7.7.1 All delegated authority shall be subject to the overall management of the Regional Adoption Agency Manager.
- 7.7.2 Each Participating Authority will use their own HR procedures when dealing with management issues, grievance or disciplinary matters or if any contractual or other situation that arises and relates to the Seconded Employees. In the event that the Regional Adoption Manager is of the understanding that a Seconded Employee has not complied with a policy or procedure of their Authority, the Seconded Employee shall be reported to the appropriate Authority through the delegated authority arrangements and the Seconded Employee's manager will conduct any disciplinary process through the RAA.
- 7.7.3 In dealing with such matters the Original Authority undertakes to liaise with the Operations Group or Regional Adoption Agency Manager as to the nature of the issue and the potential impact this may have on the RAA, the delivery of the Services or the Host Authority.
- 7.7.4 Where a collective grievance or other issue arises that involves Seconded Employees from more than one Original Authority then following consultation with the Host Authority through the Operations Group the home Authorities shall agree between them which shall be the lead authority and how such matters shall be dealt with.
- 7.7.5 Each Participating Authority will remain financially responsible for any temporary arrangements which may be required to cover absent Seconded Employees, this includes any long-term sickness, maternity or Seconded Employees suspended pending investigations.
- 7.8 In the event of the RAA discontinuing or otherwise terminating under the provisions of this agreement then on the Termination Date:
- 7.8.1 Each of the Seconded Employees will return to their Original Authority in the same post that was seconded to the Host Authority.
- 7.8.2 The terms and conditions of their employment prior to the commencement of the secondment shall then be re-applied to them (or such other terms and conditions as they may agree with their Original Authority) including full recognition of any period of service with the RAA as a Seconded Employee as valid continuous service with the Original Authority.
- 7.8.3 In the event that a Seconded Employee's post no longer exists in the Original Authority then they shall nevertheless be returned to the Original Authority, which shall then have responsibility for that employee's continued employment.

- 7.9 The secondment of the Seconded Employees shall commence on the Commencement Date and shall continue during the Operational Period or its earlier termination under Clause 4.3 or until the appointment of a replacement Host Authority or until the termination of the Employee's contract of employment (whichever shall be the earlier event). The secondment arrangements and the delegated authorities exercised by the Host Authority under them shall be reviewed annually within the Operations Group or as otherwise agreed and in accordance with the terms of each Seconded Employee's contract of employment or any relevant policy or procedure operated by the Original Authority that shall mandate such a review.
- 7.10 The Original Authority of each of the Seconded Employees shall continue to be responsible for their employment within the RAA during the whole of the Operational Period and each Original Authority shall provide the Host Authority and any replacement Host Authority with a full and effective indemnity in relation to:
- 7.10.1 any costs, expenses or any other liability or fine that either shall incur in relation to any employment related claim brought by any Seconded Employee in the RAA of which it is or was the employer at the relevant time arising out of any acts or omissions by the Original Authority.
 - 7.10.2 any costs, expenses or any other liability or fine that either shall incur in relation to any claim by a Seconded Employee that relates to their involvement in any aspect of the Services arising out of any acts or omissions by the Original Authority.
 - 7.10.3 any claim by a third party relating to the matters referred to in Clauses 7.10.1-2 above arising out of any acts or omissions by the Original Authority.
- 7.11 The Host Authority and any replacement Host Authority shall provide each Original Authority with a full and effective indemnity in relation to:
- 7.11.1 any costs, expenses or any other liabilities or fines that the Original Authority shall incur in relation to any employment related claim brought by any Seconded Employee of which it is or was the employer at the relevant time arising out of any acts or omissions by the Host Authority
 - 7.11.2 any costs, expenses or any other liabilities or fines that the Original Authority shall incur in relation to any claim by a Seconded Employee that relates to their involvement in any aspect of the RAA arising out of any acts or omissions by the Host Authority.
 - 7.11.3 any claim by a third party relating to the matters referred to in Clauses 7.10.1-2 above arising out of any acts or omissions by the Host Authority.
- 7.12 The Regional Adoption Agency Manager shall be responsible for ensuring that the RAA staff comply with all policies and procedures of the Host Authority unless the Regional Adoption Agency Manager can demonstrate to the Host Authority that the applicable policy or procedure is not conducive to the functioning of the RAA in which case the

Regional Adoption Agency Manager and the Host Authority at their discretion shall agree any appropriate amendments or derogations from such policy and procedure.

8. PREMISES, ASSETS AND INFORMATION TECHNOLOGY ('IT')

- 8.1 The Host Authority shall be responsible for ensuring that there are sufficient and suitable Assets to ensure that the Services may be performed for the duration of this Agreement.
- 8.2 All Assets required for delivering the Services (including the Existing Assets) shall be held by the Host Authority for the benefit of the Parties of this Agreement. Any Existing Assets held by parties other than the Host Authority shall transfer to the Host Authority on the Effective Date.
- 8.3 The Parties agree that for the purposes of delivering the Services they shall be the legal owners of all assets in their ownership prior to the Commencement Date and throughout the duration of the Agreement shall:
 - 8.3.1 be responsible for the maintenance and repair, at their own cost, of the Assets;
 - 8.3.2 not dispose of any Assets (beyond a de minimis level) without the prior consent of the Operations Group.
- 8.4 If any new Assets (beyond a de minimis level) are required for the functioning of the RAA, the following procedure shall apply:
 - 8.4.1 the Regional Adoption Agency Manager shall be responsible for identifying any new Assets which are required including any specific requirements of the Assets which are required;
 - 8.4.2 any requirement for new Assets (including the cost of such new Assets) shall be agreed by the Operations Group and procured through the Host Authority's procurement services;
 - 8.4.3 once the Operations Group has given the requisite approval, the Host Authority shall enter into any such contracts to purchase such Assets and the Host Authority shall be responsible for the maintenance of such Assets in accordance with this clause 8;
 - 8.4.4 the Host Authority shall comply with its own policies and all Legislation in acquiring and maintaining any new Assets; and
 - 8.4.5 the cost of acquiring any new Assets shall be met by the Parties in proportion to their financial support for the Service in accordance with the funding arrangements set out in this Agreement.
- 8.5 The Regional Adoption Agency Manager shall compile, hold, maintain and make available to the Operations Group on an annual basis (or at any other time as directed by the Operations Group upon the provision of reasonable notice) a comprehensive and up to

date list of all Assets which shall include, as a minimum, date of purchase, the location of the Asset and their latest audited value.

- 8.6 The Regional Adoption Agency Manager shall make available an up to date version of the Assets List to any Party upon the provision of reasonable notice.
- 8.7 In the event of a change of the Host Authority under the terms of this Agreement and, in any event, on every fifth (5th) anniversary of the Effective Date (or any time directed by the Operations Group) an independent valuation of the Assets shall take place. The valuation shall be carried out as directed by the Operations Group and the costs shall be borne by the Parties in proportion to their funding share and in accordance with the funding arrangements set out in this Agreement.
- 8.8 Upon the termination of this Agreement, the Operations Group shall agree a plan for the allocation or realisation of the Assets provided always that:
 - 8.8.1 Assets shall be returned to their original owner, in the event that this is not possible clause 8.8.2 shall apply;
 - 8.8.2 the Parties shall be offered first refusal of any physical Assets which cannot be returned to their original owner;
 - 8.8.3 in the event that any physical Assets remain unallocated after the process set out in this clause 8 has been followed then those Assets shall be disposed of and any realised funds from the sale shall be put towards any outstanding Liabilities incurred from the running of the RAA; and
 - 8.8.4 in the event that any funds remain after the process set out in this clause 8 has been followed then those funds shall be distributed between the Parties in proportion to their financial support as detailed in Schedule 4.
- 8.9 Any Liabilities that the Host incurs due to it carrying out its obligations in this clause 8 shall be dealt with in accordance with Clause 15.
- 8.10 The Host Authority will agree with the Participating Authorities the information technology infrastructure to be provided to facilitate the operation of the RAA and the information technology equipment to be provided for the operation of the RAA and to each Seconded Employee. For the avoidance of doubt if the Host Authority provides the information technology infrastructure and/or equipment, the infrastructure and/or equipment will remain the property of the Host Authority. Should the Participating Authority provide the information technology infrastructure and/or equipment to the Seconded Employee, this remains the property of the relevant Participating Authority.
- 8.11 To further the development of the Services the Seconded Staff shall be asked to co-locate to offices in an area to be agreed and determined.
- 8.12 It is understood by the Participating Authorities that the information technology infrastructure will be provided by each relevant Participating Authority and a case management system for the adoptive parents will be set up within the RAA.

- 8.13 The Host Authority agrees to provide, advise on and support the ICT service requirements of the RAA in accordance with the contract between the Host Authority and BT Lancashire Services (BTLS). Blackpool will be responsible for maintaining and supporting the ICT services provided by them to the RAA in accordance with service arrangements applied to internal Blackpool Council departments.

9. FINANCIAL CONTRIBUTIONS

- 9.1 Each Participating Authority shall contribute towards the operation of the RAA as set out in Schedule 4.
- 9.2 To the extent that Schedule 4 does not set out each Participating Authority's financial contributions for subsequent years of the Operational Period, the Participating Authorities shall agree their financial contributions for each subsequent year of the Operational Period three (3) months before the commencement of the subsequent year in accordance with Schedule 4 to this Agreement. Any surpluses shall also be dealt with in accordance with Schedule 4.
- 9.3 All amounts payable by the Participating Authorities under this Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Agreement by the Host Authority to the Participating Authorities, the Participating Authorities shall, on receipt of a valid VAT invoice from the Host Authority, pay any additional amounts in respect of VAT as are chargeable on the supply of the relevant services or goods.
- 9.4 Any Participating Authority may exceptionally request a variation to Schedule 4. Exceptional requests include but are not limited to varying one or more of the following:
- 9.4.1 Financial contributions
 - 9.4.2 Management of income and expenditure within the RAA Annual Budget Plan and treatment of financial variances
- 9.5 Any proposed variation to Schedule 4 made pursuant to clause 14 must be first referred to the Operations Group to review the appropriateness of the proposed variation and provide oversight and scrutiny as to whether the contents of Schedule 4 remain appropriate or whether alternative arrangements should be used.
- 9.6 If the Operations Group agrees that alternative arrangements should be used, the Participating Authorities shall agree a variation of Schedule 4 to reflect those new arrangements.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Participating Authorities agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either Participating Authority before the Commencement Date or developed by either party during the Operational Period, shall remain the property of that party.
- 10.2 Where either Participating Authority has provided the RAA with any of its Intellectual Property Rights for use in connection with the RAA (including without limitation its name and logo), the Host Authority shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as

requested by the relevant Participating Authority.

11. AGREEMENT REVIEW

- 11.1 There will be a six (6) month review of this Agreement and its Schedules by the Operations Group to ensure it is achieving its objectives and that each Participating Authority is upholding the general aims and spirit of the Agreement. If deemed necessary, there will be a quarterly review if there are any significant policy reviews or legislative changes, or other matters as considered reasonable between the parties that require this Agreement to be updated.
- 11.2 Other local authorities may join the RAA with the consent of all Participating Authorities. The parties agree that this Agreement shall be reviewed and amended, as appropriate, in event of any new authority joining the RAA. Any new local authority would need to be signatory to the Agreement.

12. DISPUTES BETWEEN THE PARTIES

- 12.1 In the event that there are any issues in relation to the performance of either the Host Authority Services or the Services (or the validity or enforceability of the Agreement), in the first instance, the Operations Group shall meet and discuss the issue.
- 12.2 The Operations Group will record the date on which the matter in dispute is first discussed by the Operations Group.
- 12.3 The Operations Group shall attempt in good faith to resolve the matter.
- 12.4 If the Operations Group is unable to resolve the matter within 30 days of it first being discussed by the group, they shall, in writing, request that the Chief Executives of the parties attempt in good faith to settle the matter.
- 12.5 If the Chief Executives of the parties are unable to resolve the matter within 30 days of receiving the notice in writing from the Operations Group, the parties shall attempt in good faith to settle the Complaint by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. Unless otherwise agreed by all parties, the mediator shall be nominated by CEDR. To initiate the mediation, the chairperson, or authorised equivalent board member, of the Regional Adoption Agency Board must send a notification in writing, to CEDR. The mediation will start no later than 30 days after the date of the notification.
- 12.6 The parties shall participate and continue to participate in good faith in the mediation in an attempt to resolve the Complaint.
- 12.7 If the Complaint is not resolved within 60 days (or such longer period as may be agreed by the parties) after service of the ADR Notice, the Complaint shall be finally resolved in the Courts of England and Wales.

13. COMPLAINTS, PROFESSIONAL AND CONDUCT ENQUIRIES

- 13.1 If any public complaint or enquiry relating to the RAA is made to the Regional Adoption Service Manager, the Host Authority, any Party to this Agreement, any RAA Governance Body constituted under Schedule 3 of this Agreement or any auditor appointed under this Agreement this shall be referred in the first instance to the Regional Adoption Agency Manager who shall deal with the public complaint or enquiry, supported by the Host Authority.

- 13.2 In the event that there is any complaint in relation to the RAA which relates to or is on behalf of a child, the following procedure shall apply:
- 13.2.1 any complaint will be dealt with by and in accordance with the complaints procedure applicable to the Participating Authority to which the complaint arose and who retains the statutory responsibility for that child;
 - 13.2.2 any outcome of the complaint will be decided by the Participating Authority dealing with the complaint with input, if required, from the Regional Adoption Agency Manager at (including, but not limited to) the investigation stage;
 - 13.2.3 any investigation report which is produced will be made available to the Regional Adoption Agency Manager with appropriate redaction to assist this process in order to ensure lessons are learnt and a high-quality service is maintained.
- 13.3 In the event that there is a complaint in relation to the RAA which relates to or are on behalf of an Adopter the following procedure will apply:
- 13.3.1 any complaint made by an Adopter or on behalf of an Adopter will be dealt with by the RAA in accordance with the Host Authority's complaints procedure irrespective of where the Adopter is resident;
 - 13.3.2 any outcome of the complaint will be decided by the Regional Adoption Agency Manager with input, if required, from the Host Authority and any relevant Party at (including, but not limited to) the investigation stage;
 - 13.3.3 any investigation report which is produced will be made available to the Regional Adoption Agency Manager with appropriate redaction to assist this process in order to ensure lessons are learnt and a high-quality service is maintained.
- 13.4 The Parties shall cooperate fully in dealing with any complaints and enquiries relating to the RAA and shall cooperate with the Host Authority and the Regional Adoption Agency Manager in responding to any enquiries made, including by an external regulatory body.
- 13.5 Any public complaint that gives rise to a professional conduct matter or grievance in relation to the Regional Adoption Agency Manager shall be referred to the Host Authority which shall determine the complaint.
- 13.6 Any public complaint that gives rise to a professional conduct matter or grievance in relation to an individual acting as RAA Staff shall be dealt with in accordance with Clause 7 and Schedule 6.

14. VARIATION

- 14.1 This Agreement, including the Schedules, may only be varied by written agreement of all Participating Authorities.

15. LIABILITY AND INSURANCE

- 15.1 If any liabilities arise in relation to the previous activities carried out by any Party in relation to their individual Adoption Services prior to the Effective Date, for the avoidance of doubt such liabilities shall be met by the relevant Party and shall not be shared between the Parties in accordance with the funding arrangements set out in this Agreement.
- 15.2 For the avoidance of doubt, liabilities in relation to Statutory Children's Services shall not be apportioned under this Agreement and shall remain the liabilities of the Party to whom the statutory responsibility applies.
- 15.3 Subject to the remaining provisions of this clause 15, the Parties agree that if any liabilities arise in relation to the RAA (which shall include any liabilities of the Host Authority arising out of the Host Authority Services set out in this Agreement and any liabilities incurred by any Party in relation to the RAA staffing arrangements as set out in this Agreement provided that the relevant Party has complied with this Agreement, such liability shall (insofar as any liabilities cannot first be met through the application of any insurance compensation and thereafter from any financial Assets held on trust by the Host Authority for the Parties to pay the costs of such expenditure) be shared between the Parties in direct proportion to their contribution in accordance with the funding arrangements set out in Schedule 4 to this Agreement.
- 15.4 In the event of any liability arising, the Parties or relevant Party to whom the liability relates (including the Party performing the Host Authority Services) shall:
- 15.4.1 be under a duty to mitigate any losses, including costs and expenses, so far as is reasonable and practicable;
 - 15.4.2 shall give written notice to the RAA Manager and the chair of the Board as soon as is practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be covered under the indemnity in clause 15.3; and
 - 15.4.3 provide all reasonable assistance and documentation as may be required in connection with any claim or proceedings.
- 15.5 The indemnity in clause 15.3 shall not extend to any liability incurred by reason or as a consequence of any of the following on the part of any Party to this Agreement - negligence, gross misconduct, persistent breach of duty of law or other duty (that is to say persisted in after the same shall have been brought to the attention of the Party who shall have been given (where possible and reasonably practicable) sufficient time to remedy any such breach) or any act or omission known or which reasonably ought to have been known to the Party to be contrary to any direction of and authorisation given by the Operations Group and in such circumstances such liabilities shall be borne by that Party alone who shall indemnify the remaining Parties against any liabilities.

16. HOST AUTHORITY INDEMNITY

- 16.1 The Parties acknowledge that the Host Authority is providing the hosting services on a non-profit-making basis and for the mutual benefit of the Parties in order to assist the Parties to

fulfil the RAA service obligations. As such the Parties agree that the Host Authority shall not be solely liable for the activities of RAA or the hosting arrangements (other than which may attach to the Host Authority in its role as a Party to this Agreement) and that, save as set out in clause 15.3 and clause 15.4, the Parties shall indemnify in full the Party acting as Host Authority for all liabilities arising in relation to that Party performing the Host Authority Services in relation to RAA as set out in this Agreement (including but not limited to employment, pension (including pension strain), equal pay liabilities arising from different RAA staff terms and conditions, and redundancy costs including in respect of any RAA staff transferring (or alleging they have transferred) to the employment of the Host Authority under TUPE) and such liabilities shall be shared between the Parties in direct proportion to their contributions in accordance with the funding arrangements set out in this Agreement.

16.2 This clause 15 is not intended to deal with the costs associated with the operational running of RAA or the Host Authority Services and such costs (including any increases in costs) shall be dealt with pursuant to Schedule 4.

16.3 The indemnity in clause 15.6 shall not extend to any liability incurred by reason or as a consequence of any of the following on the part of the Host Authority - negligence, gross misconduct, persistent breach of duty of law or other duty (that is to say persisted in after the same shall have been brought to the attention of the Party who shall have been given (where possible and reasonably practicable) sufficient time to remedy any such breach) or any act or omission known or which reasonably ought to have been known to the Host Authority to be contrary to any direction of and authorisation given by the Operations Group and in such circumstances such liabilities shall be borne by the Host Authority alone who shall indemnify the remaining Parties against any liabilities.

16.4 Except where the Operation Group has been given prior notification and consulted with regarding the employment of RAA Staff being terminated, the indemnities in clauses 15.3 and 15.6 shall not extend to any liability incurred by reason or as a consequence of any Original Authority terminating the employment of one of their employees who is RAA Staff. In such

circumstances, the Original Authority will keep all other Parties indemnified against any liabilities arising from or connected with the termination.

16.5 Where a liability arises in respect of which the Host Authority has a direct contractual claim or any other claim against a third party (for example in relation to the maintenance of facilities), the Host Authority shall use all reasonable endeavours to pursue such claim against a third party.

17. CLAIMS AND PROCEEDINGS

17.1 Unless it is agreed between the Host Authority and another party in consultation with the RAA Board that in the circumstances it is more appropriate for another Party to handle the relevant claim, the Host Authority shall:

17.1.1 respond to claims or demands served by a third party on the Host Authority in respect of its functions exercised and/or activities undertaken by it under this Agreement;

17.1.2 respond to claims or demands served by a third party in the name of "RAA";

- 17.1.3 respond to any claim or demand incorrectly issued by a third party on any Party (or group of Parties) which should have been correctly directed to the Host Authority to respond to in accordance with Clause 13 (and for the avoidance of doubt in such circumstances that Party (or a group of Parties) incorrectly receiving the claim or demand shall be fully indemnified by the Parties for any reasonable costs or losses in direct proportion to their contributions in accordance with the funding arrangements set out in this Agreement);
- 17.1.4 where notified by a Party (or a group of Parties) that it has been issued with a claim or demand by a third party which should have been correctly directed to the Host Authority to deal with on behalf of the Parties and the Host Authority agrees, the Host Authority shall notify that third party that it is the proper entity against which the claim ought to have been made and shall (if the claim is one which has been issued in court) apply to the court to be substituted as a party in place of that party (or group of Parties) and shall take conduct of the claim. Where a court does not accept the substitution of the Host Authority then for the avoidance of doubt the Party (or group of Parties) shall continue with the conduct of the claim;
- 17.1.5 handling any claim that the Parties through the RAA Board may resolve to bring against third parties unless in the reasonable opinion of the Host Authority, the Executive Board or the Parties it has a conflict of interest in which case the Executive Board shall jointly appoint another Party or party who shall act as if it were the Host Authority for the purpose of bringing a claim to its conclusion;
- 17.2 where the Host Authority provides written notice to the RAA Board that it needs to incur expenditure to handle or respond to a claim pursuant to this clause 15 (which cannot be met through the application of any insurance compensation and then from any other Assets held on behalf of the Parties to defray such expenditure) then the Parties (including for the avoidance of doubt the Host Authority itself) shall reimburse as soon as reasonably practicable the Host Authority for such expenditure in accordance with the funding arrangements set out in this Agreement;
- 17.3 where the Host Authority succeeds in pursuing or resisting any claim pursuant to this clause 15 resulting in the recovery of damages and/or costs then as soon as it is reasonably practicable it shall first repay to the Parties in full any contributions made by them under clause 15.4 in direct proportion to their contribution as detailed in Schedule 4 and thereafter assuming that there are any remaining funds reimburse the RAA reserves held by the Host Authority;
- 17.4 The Parties shall procure that the RAA Manager and the Parties shall provide the Host Authority with such support, co-operation and assistance as the Host Authority requires in connection with claims under the Agreement.
- 17.5 The costs of claims in relation to this Agreement shall be shared between the Parties in direct proportion to their contributions as set out in Schedule 4.

18. DATA PROTECTION AND FREEDOM OF INFORMATION

Data Protection

- 18.1 This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 18.2 Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation under this Agreement, and any material breach of the UK Data Protection Legislation in relation to this Agreement by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.
- 18.3 Each party shall:
- a. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - b. give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be transferred to one or more of the Permitted Recipients, their successors and assignees;
 - c. process the Shared Personal Data only for the Agreed Purposes;
 - d. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - e. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
 - f. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
 - g. not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - i. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - ii. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

- 18.4 Each Party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation in relation to this Agreement. In particular, each Party shall:
- a. consult with the other about any notices given to data subjects in relation to the Shared Personal Data;
 - b. promptly inform the other Party about the receipt of any data subject access request. Data subjects have a right of access and a right of correction in respect of their personal data which the Parties hold about them, in accordance with Data Protection Law and Lancashire shall be the contact point for data subjects wishing to exercise their rights in respect of personal data held about them in connection with the delivery of the Services;
 - c. provide the other Party with reasonable assistance in complying with any data subject access request;
 - d. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever reasonable;
 - e. assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
 - f. notify the other party within a reasonable period on becoming aware of any breach of the UK Data Protection Legislation;
 - g. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
 - h. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - i. maintain complete and accurate records and information in relation to this Agreement to demonstrate its compliance with this clause and allow for audits by the other party or the other party's designated auditor; and
 - j. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.
- 18.5 Each Party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend

and/or settle it.

19. DATA STORAGE

- 19.1 Each Authority shall be responsible for storing their own data in respect of services undertaken in their respective jurisdiction and shall do so in accordance with the Data Protection Legislation it is anticipated that all data will eventually be stored by the Host Authority.
- 19.2 In storing the data, the Host Authority undertakes to store all data in accordance with the Data Protection Act, paying particular attention to principle 7 (security).
- 19.3 In the event that this Agreement is terminated for whatever reason, and the RAA wound down, the Host Authority shall be responsible for ensuring that all and any data belonging to the Participating Authorities is returned to each participating authority in an agreed format.

20. FREEDOM OF INFORMATION

- 20.1 Notwithstanding their duties under this clause 16, each Participating Authority acknowledges that they are subject to the requirements of the FOIA and the EIR and, should the request relate to the Services, shall assist and co-operate with each other to enable the Participating Authority, by whom the request has been received, to comply with disclosure requirements under the FOIA.
- 20.2 The Participating Authorities shall not disclose any confidential information, made available to them in the discharge of their functions under this Agreement unless such information has reached the public domain or must be provided to comply with the Freedom of Information Act 2000, successive legislation or court order.
- 20.3 Where a Participating Authority receives a request for information relating to the RAA, it shall share it with the Host Authority and any other Participating Authority directly affected by the request.

21. COMMUNICATION AND NOTICES

- 21.1 All communications and enquiries regarding the RAA should be routed via the Regional Adoption Agency Manager who will consult with each Authority's Communications team in the first instance and, where appropriate, with the communications sections in the Participating Authorities as necessary.

The use of social media by the RAA will be managed by the RAA Manager in consultation with each Party's Communications Teams

- 21.2 Any notice or communication shall be deemed to have been received in line with the

following table:

Transmission Method	Deemed received
Delivery by hand	on signature of a delivery receipt or at the time the notice is left at the proper address
Post	the third Business Day after posting
Email (between 9.00 – 17.00 Business Day)	At the time of submission.
Email (on a Business Day after 17.00)	At 9:01 the next Business Day.
Email (on a Business Day before 9.00)	At 9.01 that Business Day.
Email (not on a Business Day)	At 9.01 the next Business Day.

21.3 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

22. GOVERNING LAW AND JURISDICTION

22.1 The Agreement shall be governed by and construed in accordance with English Law and without affecting the escalation procedure set out in clause 12; each Participating Authority agrees to submit the exclusive jurisdiction of the courts of England.

23. AUDIT

23.1 The Parties acknowledge that each Party shall be subject to independent statutory audits and/or inspections by relevant regulatory bodies. The Host Authority shall offer reasonable assistance to the individual Parties in complying with statutory audits and/or inspections where reasonable notice is given of what assistance is required.

23.2 From the Effective Date, internal audit services for the RAA shall be provided by the Host Authority.

23.3 To ensure that the Services are provided in accordance with this Agreement, the Regional Adoption Agency Manager shall be entitled to carry out an audit or inspection of the RAA arrangements at any time and make recommendations as to improvements to be made to the performance of the RAA which the Parties shall use all reasonable endeavours to implement.

23.4 The Host Authority shall share all findings of any audit or inspection with the Parties as soon as reasonably practicable.

23.5 Clause 16 is without prejudice to the statutory independence of each of the Parties and having regard to legal requirements in respect of the disclosure and security of information, including overriding duties of legal privilege confidence and confidentiality and its obligations under clause 15.

23.6 All Parties to this Agreement will provide such information as is reasonably required, in

accordance with standard audit practice, to demonstrate that the RAA arrangements are being performed in accordance with the standards set out in this Agreement.

24. VAT

- 24.1 The Parties consider that the hosting arrangements provided by the Host under this Agreement are shared administrative arrangements rather than services and as such it is not anticipated that such hosting arrangements are subject to VAT.
- 24.2 Where, under the terms of this Agreement, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice is to be issued by the person making the supply.
- 24.3 The Parties agree that where any Party is uncertain of the VAT treatment of any supply made under the terms of this Agreement, that Party may choose to seek a ruling from HM Revenue and Customs as to the correct VAT treatment of that supply and such Party shall inform the other Parties if it does so.

25. WAIVER

- 25.1 The failure or delay by any Party in exercising any right, power or remedy under this Agreement shall not in any circumstances imply such right, power or remedy nor operate as a waiver of it. The single or partial exercise by any Party to this Agreement of any right, power or remedy under this Agreement shall not in any circumstance preclude any other further exercise of it or the exercise of any other right, power or remedy.
- 25.2 The rights, powers and damages provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 25.3 Any waiver of a breach of, or default under, any of the terms of this Agreement shall be in writing and signed by the party giving it and shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 26.1 No one other than a Party to this Agreement, their successors and permitted assignees shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

27. FORCE MAJEURE

- 27.1 The Host Authority reserves the right to defer the date for performance of the Services if it is prevented from, or delayed in, carrying out performance by acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes (whether involving the workforce of any Party or any other party) failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown on equipment of machinery, fire, flood, storm or default of any contractor.

28. SEVERABILITY

- 28.1 If any provision or part-provision of this Agreement is or becomes unenforceable, illegal or invalid it shall be deemed modified to the minimum extent necessary to make it enforceable, valid and legal. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the enforceability, validity or legality of the rest of the Agreement.
- 28.2 If any provision or part-provision of this Agreement is unenforceable illegal or invalid the Parties shall negotiate in good faith to amend such provision so that, as amended, it is enforceable, legal and valid and, to the greatest extent possible, achieves the intended result of the original provision.

29. ENTIRE AGREEMENT

- 29.1 This Agreement constitutes the entire agreement between the Parties in respect of the subject matter covered by it and supersedes and replaces all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written and whether made by a Party or any other person and whether made to a Party or any other persons.
- 29.2 Each of the Parties 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 contract provided that this does not exclude any liability which any Party would otherwise have to another Party in respect of any statements made fraudulently prior to the date of this Agreement or to any provision of this Agreement which is induced by fraud for which the remedies available shall be all those available under the law given in this Agreement.

30. EQUALITY AND DIVERSITY

- 30.1 The Parties shall and shall procure that their staff, employees, officers, agents, and sub-contractors shall comply with any applicable anti-discrimination legislation including the Equality Act 2010, the Equality Act 2010 Code of Practice on Employment and the Equality Act 2010 Code of Practice on Equal Pay.
- 30.2 The Parties have had regard to the Public Sector Equality Duty in deciding to enter into this Agreement and shall have regard to the Public Sector Equality duty in complying with their obligations under this Agreement.

31. LEGAL COMPLIANCE

- 31.1 The Parties agree that this Agreement shall be legally binding between the Parties.
- 31.2 The Parties shall execute all such further deeds and documents and carry out all such further acts as may be necessary to carry the provisions of this Agreement into full force and effect.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

This document has been executed as a deed and is delivered and takes effect on the date stated at

the beginning of it.

(1) LANCASHIRE COUNTY COUNCIL

EXECUTED as a DEED

by the affixing of the COMMON SEAL of

LANCASHIRE COUNTY COUNCIL AUTHORITY

in the presence of:

Authorised Signatory

(2) BLACKPOOL COUNCIL

EXECUTED as a DEED

by the affixing of the COMMON SEAL of

BLACKPOOL COUNCIL

in the presence of:

Authorised Signatory

Adoption Lancashire and Blackpool Scope of Service Final

Updated 10 February 2020



Scope of Service
9.1 THE CHILD

	SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
1	Child Case Responsibility	<p>The local authority will retain case management responsibility for the child until the making of the Adoption Order.</p> <p>The statutory responsibility is laid out in the Children Act 1989, including but not limited to:</p> <ul style="list-style-type: none"> • Statutory Visits • Management and supervision of contact between child and family members. <p>Supervision, administration and finance of foster placements and communication with foster carers (including Early Permanence placements).</p>	<p>The RAA will provide specialist advice and support to assist LA staff to fully understand the adoption process, influencing and promoting best practice</p>	

	SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
2	Early identification of children requiring adoption	<p>The local authority is responsible for identifying, at the earliest possible stage, the children who may require adoption and making them and their needs known to the RAA, providing relevant and timely information.</p> <p>Making sure brothers and sisters placed with other adopters are considered by us and the agency.</p>	<p>The RAA aims to develop working practices with each LA to ensure close involvement in care planning in order to assist with the earliest identification.</p> <p>The RAA will allocate a Family Finder to each child identified as possibly requiring adoption. Staff from the RAA will be involved in identifying children for early placement.</p> <p>Representatives of the RAA will attend relevant meetings in each local authority such as care planning meetings, where appropriate, to better understand the needs of the children who may require adoption and, where appropriate, to begin to identify suitable adopters at an early stage.</p>	

	SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
3	Early Placement	<p>Blackpool will be financially responsible for any child placed under a fostering arrangement at LCC basic fostering rates.</p> <p>The Case Progression Manager/Practice Manager to chair early permanency matching meetings.</p> <p>LAs to nominate a decision maker to agree early permanence placements.</p>	<p>Where appropriate, and in agreement with the local authority, the RAA will make available a Concurrent Planning Service and a Fostering for Adoption Service for children who may benefit from the possibility of early placement with potential adopters. (Placements will depend on the availability of appropriate carers.)</p> <p>The RAA will be responsible for delivering the fostering element of all early permanence placements.</p>	

4	Tracking of the children requiring adoption	The local authority will track the progress of children in care proceedings or looked after under section 20 (Children Act 1989) so as to maintain an up-to-date knowledge of their potential need for an adoption placement.	<p>The RAA will track children 5 and under who come into the Local Authority to identify permanency outcomes.</p> <p>Family finders will provide support and advice on areas such as CPRs, adoption process, together or apart, maintain relationship with birth family, birth parents.</p> <p>The RAA where there is a likelihood of a plan of adoption will allocate a family finder.</p> <p>The RAA will track children with an adoption care plan until the later life letter, life story book and completed mailbox agreement form have been completed, and will liaise with the relevant authority if these are not completed within timescales.</p>	
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5	Preplacement Reports	<p>The LA will be responsible for the completion and cost of all adoption reports relating to the child. This includes the Child Placement Reports which they are responsible for quality assuring.</p> <p>The LA will be responsible for assessing the child's needs in respect of a future placement, including undertaking together or apart assessments.</p>	<p>The RAA can advise on and support the completion of the Child Placement Report and early profile of the child. The RAA will provide support and challenge to help ensure that the CPR's are of a consistent high quality across the RAA.</p> <p>The RAA will be responsible for the early and any subsequent profile of the child (even before the CPR is compiled) and in identifying early matching considerations, including advice on likely adoption support needs of the child/ren once placed and potential sources of future support.</p>	
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6	Medical Information	<p>The Local Authority will be responsible for obtaining all required medical information in respect of children looked after who are being considered for adoption and will meet with the prospective adopters to ensure that they are fully aware of the child's future medical needs as appropriate.</p> <p>The LA will be responsible for the completion and cost of all medical advisors' reports relating to the child</p> <p><i>A permanence medical should have a dual purpose to act as an adoption and looked after children's medical.</i></p> <p>A copy of the medical report to be available for the Agency Decision Maker to make the SHOBPA decision.</p>	<p>The family finding team to support the social worker in obtaining a permanence medical, especially where there is a strong indication that the plan is one of adoption at the earliest possible stage.</p>	
7	SHOBPA decision	<p>The Agency Decision Maker in each LA will be responsible for the 'Should be placed for adoption' decision. (SHOBPA)</p> <p>The LA will undertake a regular review of this decision and associated plans and keep the family finders in the RAA informed of any changes.</p> <p>The local authority will be responsible for quality assurance of SHOBPA paperwork.</p>	<p>RAA family finders will provide advice and support to the LAs in ensuring that the adoption decisions are made in a timely manner.</p> <p>Support the review of the SHOPA decisions, the RAA will provide advice and support to the LAs on family finding activity.</p>	

8	Child Permanence Report (CPR)	<p>LAs will be responsible for writing the CPRs. They should be child focussed, clearly identifies the child's journey with key dates and information regarding significant information in respect of the child and their family. CPR has 3 functions:</p> <ul style="list-style-type: none"> • To be able to make a SHOBPA decision • To be a document to assist in family finding • Will be the child's document to explain the child's journey in later life. <p>It should be factually correct, sensitive of information and not a copy and paste of other documents.</p> <p>The CPR should be written at the soonest available opportunity, prior to the final care planning meeting.</p> <p>The CPR should be updated for matching panel. For a child under 2 this should be within a month, and for a child over 2 this should be within three months.</p> <p>It is the responsibility of the LA to quality assure the CPR.</p>	The RAA will support and advise the child's social worker in completing the CPR.	
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9	Birth Parents	<p>The LA is responsible for keeping the birth parents informed of any key decisions about the child/ren's life. The LA is responsible for co-ordinating the timing of a Goodbye contact with the birth parents/birth family. Where a birth family member emerges post SHOBPA the LA will be responsible for liaising with the birth family.</p> <p>Any viability assessment will be responsibility of the LA.</p>		<p>Will the RAA be responsible for independent counselling to birth parents?</p>
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10	Family Finding Process	The LA will update care planning and the social worker will be available for meetings to progress any potential links.	<p>The RAA is responsible for identifying potential links/matches. The RAA will be responsible for preparing profiles for children, family finding activity and identify children who will wait longer.</p> <p>Family Finder should aim to provide 3 possible links for a child within 2 weeks of the SHOBPA/ADM decision.</p> <p>The RAA will consider profiles of potential adopters (working closely with the recruitment and assessment social workers in the RAA) and identify potential matches for the child/ren.</p> <p>A child who is not being considered for an active link may be referred to Link Maker, Adoption Activity Days and Exchange Days where it has been agreed by manager of the RAA that national / inter-agency family finding is needed.</p> <p>Family Finder will visit the child in placement as required and update the profile. Where permission has been sought from the Courts for specific children, original photos, filming and profiles may be shared with prospective adopter pre-placement order.</p>	
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11	Communication during the family finding process	<p>The LA will ensure there is good communication with the Family Finding worker</p> <p>It will be the responsibility of the LA to keep the CPR updated.</p>	<p>A Family Finder will be allocated during the early stages of profiling, with a 'watching brief' until the decision has been made that the plan should be adoption.</p> <p>The RAA is responsible for recording family finding activity on the LA's child file and keep the child's social worker updated.</p>	
12	Children who wait longer	<p>The LA is responsible for identifying at the earliest opportunity where a child is:</p> <ul style="list-style-type: none"> • Aged four or over • From a BME heritage • Part of a brother or sister group of two or more • Has uncertainty about their development • Has a disability or medical condition • Brother and sister matches for newborn <p>The LA will gather the relevant information, assess and forward to the RAA as soon as possible.</p>	<p>The RAA will consider undertaking the following:</p> <ul style="list-style-type: none"> • Increased publicity – DVD, Photos etc • Profile the child at specific events • Press and digital media advertising • Attempt to recruit carers specifically for the child • Provide additional training and preparation for potential carers • Advise on or assist with additional preparation work with the child. <p>For children who wait longer, a decision will be made to undertake family finding nationally at an early stage or immediately</p>	

13	Preparation of the child	<p>The LA will be responsible for preparing the child for an adoptive placement i.e. direct work to introduce the new family as part of preparatory work and to share the welcome book.</p> <p>The child's social worker will be responsible for the preparation of the child's Life story Book. This often needs to start early in the child's journey.</p> <p>The child's social worker will be responsible for producing the Later Life Letter.</p>	<p>The RAA will support the child's social worker in preparing the child for adoption, by giving advice or support on providing direct work where required.</p> <p>Family Finder to offer guidance and support around Life Story Books to include the type of information that is required to help the child make sense of their experience, dependent on the child's age and level of understanding. The Life story book to be available to the prospective family by no later than 10 days after the making of the Adoption Order.</p> <p>The RAA to support introductions between the child and the prospective adopters.</p> <p>Family finder to provide advice around the preparatory work with the child.</p>	
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14	Linking and Matching	<p>The LA, by agreement, will meet the costs of introductions between children and carers/adopters. The LA will be responsible for the Adoption Support Plan and associated documents for Panel</p> <p>The LA is responsible for:</p> <ul style="list-style-type: none"> • The CPR • The matching minutes • Delegation of Parental Responsibility report where they hold the child’s case • Completing the Adoption Placement Report. • Organising the Matching meeting. • Delegation of Parental Responsibility Report • setting up the meeting with the foster carer, agencies as required • chair formal matching meetings <p>The LA will ensure a worker attends the Matching Panel</p> <p>The LA is responsible for notifying the birth parents about the Matching decision.</p>	<p>The RAA will chair shortlisting, linking as part of the process</p> <p>The RAA will be responsible for the shortlisting notes.</p> <p>The RAA Family Finder is responsible for managing the process from the shortlisting meeting to matching panel</p> <p>The RAA is responsible for contributing to the Matching Reports with particular emphasis on the family Finding activity</p> <p>The RAA will provide guidance and support to the Child Social worker on adoption support.</p> <p>The RAA will work with the LA's to meet the A2 Scorecard Target.</p> <p>The RAA will provide a narrative for each case which does not meet the A2 Scorecard target of 121 days.</p>	
15	Life Appreciation Day	Where identified as appropriate, the LA will support and attend the Life Appreciation Day	The RAA will be the lead, and organise the Life Appreciation Day	

16	Matching Decisions	<p>The Agency Decision Maker in each LA will be responsible for the Matching decision.</p> <p>The Nominated Officer in each LA will be responsible for the matching decision of FFA matches.</p>	<p>The RAA will support the process with information as required</p> <p>The RAA is responsible for informing adopters, on recommendation from Panel and agency decision makers' decision, regarding the suitability of the match</p>	
17	Adoption Allowances	<p>Adoption allowances will be paid for by each LA.</p> <p>The LA will undertake assessments for adoption allowances and undertake the yearly reviews</p> <p>The LA is responsible to stop adoption allowance payments.</p> <p>Exceptional allowances may be agreed by the LA- e.g. vehicles for larger brother and sister groups</p> <p>The Agency decision maker at point of SHOBPA should comment on whether the child/ren would qualify for an adoption allowance.</p>	<p>The RAA will make a recommendation to the LA regarding adoption allowance if required.</p>	

	SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
18	Placement of Child	<p>The LA Child SW is responsible for being available on the day of placement move for the child</p> <p>The LA Child SW is responsible for preparing, ascertaining the child's view during the transition process and supporting the child into their new placement</p> <p>The LA is responsible for all documents for adopters to be supplied on point of placement.</p> <p>The LA is responsible for ensuring that the child's statutory duties are undertaken post placement</p>	The RAA is responsible for supporting the adopter through the bridging of the child	
20	Enquiries		<p>The RAA will provide a centralised enquiry process for the region to meet all statutory requirements.</p> <p>The RAA will provide written information to potential adopters and will hold a programme of information events.</p>	
21	Stage One	The LAs will provide all information required for statutory checks of potential adopters resident in the LA.	The RAA will undertake all Stage one functions including preparation and early permanency training within 2 months	

	SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
22	Stage Two		The RAA will undertake all Stage Two functions. The RAA will complete the Prospective Adopters Report (PAR) and prepare prospective adopters for Panel within 4 months	
23	Approvals of Adopters		The RAA will service the Adoption Panel. The RAA Agency Decision Maker will be responsible for all approvals of adopters. The target is for the RAA to approve 110 adopters a year to meet the current requirements for the LA's.	
24	Support and Training of Adopters	LCC Learning and Development will provide training to adopters, in line with training opportunities provided to LCC foster carers.	The RAA will provide support, guidance and training to approve adopters through LCC Learning and Development.	

9.3 ADOPTION SUPPORT SERVICES

	SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
25	Adoption Support Plans	The LA will consider funding requests for adoption support services which are not included under the Adoption Support Fund e.g. Therapeutic support	The RAA will provide or commission all adoption support services (subject to funding being transferred to support this).	

	SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
		<p>The LA will jointly, with the RAA, consider the Adoption Support plan.</p> <p>The LA will be responsible for any match funding under Adoption Support Fund guidance</p>	<p>The RAA will undertake Adoption Support Fund applications for Adoption.</p> <p>The RAA or a commissioned provider will undertake adoption support assessments when needed.</p> <p>The RAA will jointly consider the Adoption Support plan with the LA.</p> <p>The RAA will make recommendations to the relevant LA regarding match funding requests in line with Adoption Support Guidance</p>	
26	Adoption Support and Safeguarding/ Need for a Service	<p>The LA will signpost all referrals for support from adoptive families to the RAA.</p> <p>Where a safeguarding referral is made to the LA the LA will conduct any appropriate section 47 enquiry and will allocate an LA Social Worker where thresholds are met, whilst simultaneously notifying the RAA of any referral involving an adopted child.</p> <p>Where there is another service need/ request for services the LA will manage the assessment and provide services in line with its criteria, if required.</p>	<p>The RAA will refer to the LA where there is a safeguarding concern or need for a service under children in need</p>	

	SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
		Whilst simultaneously notifying the RAA of any referral involving an adopted child.		
27	Out-of-hours services	All adopters will have access to the LA's Emergency Duty Team out of core hours	The RAA will negotiate out of hours support for specific families where necessary with the LA's.	
28	Indirect/ Mailbox contact	The LAs will be responsible for establishing any contact agreements.	The RAA will deliver mailbox functions when there is an agreed contract in place from the LA. The RAA will not accept any partial mailbox applications.	
29	Supervised & Brothers and Sisters Direct Contact	Direct Contact requirements for adoption will be provided by the LA's including costs		
30	Access to Children's records and files	LA to facilitate		
31	Birth Records Counselling		RAA to ensure provision	
32	Access to Adopter's records	LA for historic cases pre go live	RAA for cases which it has managed post go live	
33	Intermediary Service to relatives of adopted person seeking information and contact with the adopted person	The LAs to cease providing this service	The RAA will signpost this function to other providers	

9.4 ADOPTER ENGAGEMENT

	SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
34	Adopter Voice		The RAA will engage with adopters individually and in groups with the aim of improving the services available through feedback.	

9.5 PERFORMANCE MANAGEMENT & INSPECTION

	SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
35	Data provision	Each LA will need to provide key data to the RAA on performance for children, on a quarterly basis	The RAA will need to provide key data to the LAs on the adopter journey, quarterly via business intelligence from LCC	
36	Data analysis	Each LA will need to provide a quarterly analysis report.	The RAA will produce a report to Board on performance on a quarterly basis	
37	OFSTED	The LA to inform the RAA of any OFSTED planned inspections.	The RAA will support the LAs in any inspection and preparation where this involves adoption services.	

9.3 MISCELLANEOUS SERVICES

	SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
38	Non-agency adoptions		The RAA will provide information to partner adoptions who wish to adopt and undertake assessments as required.	
39	Intercountry adoptions		This to be commissioned on a spot purchase basis as required. If the costs were to become significant it will be referred to the board for consideration.	



Privacy Notice

Lancashire Regional Adoption Agency

In order to comply with articles 13 and 14 of the General Data Protection Regulation (GDPR), where personal data relating to a data subject is collected, Lancashire County Council would like to provide you with the following details.

Identity and contact details of the data controller

- Lancashire County Council, PO Box 78 County Hall, Fishergate, Preston, Lancashire, PR1 8XJ

Contact details of the data protection officer

- Our Data Protection Officer is Paul Bond. You can contact him at dpo@lancashire.gov.uk or Lancashire County Council, PO Box 78 County Hall, Fishergate, Preston, Lancashire, PR1 8XJ

Purposes for processing

The Regional Adoption Agency is made up of Blackpool Council and Lancashire County Council. These two authorities are Data Controllers for the purpose of collecting and using information from potential adopters, members of the household, adoptive family members, birth relatives, other significant persons and partner agencies such as the Police, Health Services and the Disclosure and Barring Service in order to carry out statutory functions around the recruitment, assessment and approval of adopters; matching of children in need of adoptive families; and post-adoption support.

Lancashire County Council is acting as the host organisation for the provision for these services. The provision of these services will involve the sharing of personal data between Blackpool Council and Lancashire County Council. The lawful basis for doing so is set out within this information sharing agreement and on the dedicated Regional Adoption Agency privacy notice that will be published.

The purpose of the RAA is to:

- Match children who have a plan of adoption with the most suitable adopters as quickly as possible.
- Provide a pool of adopters who are prepared and able to meet the needs of the children who need an adoptive placement.
- Ensure high quality adoption support is provided in a timely manner.

The RAA will be responsible for the following:

- Recruiting and assessing adoptive parents.
- Family finding and matching for those children in Lancashire and Blackpool who have a plan of adoption.

- Providing adoption support to adopted children, adoptive families and adopted adults who live in Lancashire and Blackpool (where responsibility to assess and support falls to these authorities).
- Facilitate ongoing adoption mailbox contact for children who have been placed for adoption by Lancashire or Blackpool.
- Facilitate Adoption and Fostering Panels for both Lancashire and Blackpool.
- Non agency adoptions

The children placed for adoption by both Lancashire and Blackpool, and those placed by other adoption agencies within Lancashire and Blackpool once support responsibility falls to them will benefit from the above.

Matching children in a timely manner will mean they are placed with their permanent family at the earliest stage possible so they can begin to form attachments to their new parent(s) and experience stability and consistency of care, and legal permanence.

Adoptive parents assessed by the RAA will feel well prepared to meet the needs of the children who are placed with them and will feel able to ask for support and receive responsive and insightful support.

There will be more opportunity for matches to be made within the RAA which in the shorter and longer term will mean that support to adoptive families is more local and accessible.

[Adopted adults who live within the Lancashire and Blackpool boundaries will receive a consistent service in relation to accessing their birth records.](#)

Category of personal data being processed

- a) Personal data (information relating to a living, identifiable individual)
- b) Special category personal data (racial, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation)

Legal basis for processing personal data

The legal basis for processing your personal data, in accordance with Article 6 (1) of GDPR is:

- (a) Consent: the individual has given clear consent for you to process their personal data for a specific purpose.
- (c) Legal Obligation: the processing is necessary for you to comply with the law. You must reference the applicable legislation if you wish to rely on this basis for processing.
- (e) Public Task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law. You must reference the applicable task/function and its' basis in

law if you wish to rely on this basis for processing.

Legal basis for processing special categories of personal data

The legal basis for processing your special categories of personal data, in accordance with Article 9 (2) of GDPR is:

(a) The data subject has given explicit consent to the processing of this personal data.

(h) Processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services.

The application of the GDPR Article 6 and GDPR Article 9 lawful basis above is by virtue of the following legislation:

Adoption and Children Act 2002 and associated regulations
Children and Adoption Act 2006 and associated regulations
Local Authority Social Services Act 1970
Local Authority Adoption services (England) regulations 2003
Adoption Statutory Guidance 2014
The Education and Adoption Act 2016
Care Standards Act 2000
The Fostering Services Regulations 2011 as amended by The Care Planning, Placement and Case Review and Fostering Services (Miscellaneous Amendments) Regulations 2013
The Care Planning, Placement and Case Review Regulations 2010
The National Minimum Standards for Fostering Services (England and Wales)
Children and Families Act 2014

Recipients of the data

- Lancashire County Council
- Blackpool Council
- Any adoption agency from which children are placed with RAA adopters
- Any other adoption agency we are liaising with in relation to Family Finding
- Any adoption agency we are working with to provide adoption support.
- Therapeutic providers who are undertaking adoption support work
- Courts
- Police
- Other local authorities for statutory check purposes
- Health professionals
- Education establishments
- Employers
- Link Maker
- Department for Education
- Ofsted
- Health Agencies and GPs
- Any person undertaking a Statutory Inquiry under section 81 of the Children

Act 1989

- CAFCASS Officers
- The Court and officers of the Court
- The Disclosure and Barring Service
- Any person appointed to deal with a complaint or representation in respect of which access to the Adoption Case Record is required in order to carry out the responsibilities of his or her appointment.
- An Independent Review Panel convened to consider a Qualifying Determination of an adoption agency, e.g. where an adoptive applicant has exercised his or her right to challenge a decision of the adoption agency as to their suitability to adopt or where a decision has been made in relation to the disclosure of protected information
- Any person undertaking a Serious Case Review in relation to a child
- The Secretary of State or persons authorised on his/her behalf, an Ombudsman or regulatory authority
- RAA and relevant social care employees including Adoption Panel members and social workers
- Contractor/service provider to support adults who have been adopted or have family who have been adopted

Anonymous info only shared:

- Adoption Support Fund
- ASGLB – Adoption and Special Guardianship Leadership Board

Information we share

All information about adopters, children and services delivered by both councils. This will include the following personal data and special category personal data:

- Title
- Surname
- Forename
- Preferred Name
- Gender
- DOB
- Address
- Ethnicity
- Contact numbers and email address
- Marital Status
- Relationships
- System ID numbers generated by data controllers

Within assessments we will also hold a significant amount of additional personal and highly sensitive information such as

- details of past offences
- employment and education history
- medical history
- motivation to adopt
- personal beliefs and views
- social history
- parenting capacity
- personal circumstances
- [motivation to access adoption records](#)
- [experiences of adopting and being adopted](#)

Any transfers to another country

[Your personal data would only be transferred to another country as part of the work of the Regional Adoption Agency in specific circumstances where there is was clear lawful reason to do so.](#)

Retention periods

Lancashire County Council will only store your information for as long as is legally required or in situations where there is no legal retention period, they will follow established best practice.

File type	Description	Security	Retention period
Prospective Adopters (not approved)	Records relating to prospective adopters who are not approved	Electronic – Stored in dedicated case management system. Physical – Held in secure on-site storage facility.	Destroy 25 years from decisions date
Approved Adopters who withdraw <u>before</u> a child is placed	Records relating to adopters who withdraw prior to child placement	Electronic – Stored in dedicated case management system. Physical – Held in secure on-site storage facility.	Destroy 100 years from the date of withdrawal

Adoption Case Files – Children	Adoption case files relating to individual children	Electronic – Stored in dedicated case management system. Physical – Held in secure on-site storage facility.	Destroy 100 years from date of adoption order
Adoption Agency	Adoption agency records	Electronic – Stored in dedicated case management system. Physical – Held in secure on-site storage facility.	Destroy 100 years from date of adoption order
Adoption Welfare Supervision Files	Adoption Welfare Supervision Files	Electronic – Stored in dedicated case management system. Physical – Held in secure on-site storage facility.	Destroy 100 years from date of adoption order
The Court refuses to make an Adoption Order (incl. Step-Parent Adoption, Overseas Adoption, and Older Child Adoption)	The Court refuses to make an Adoption Order (incl. Step-Parent Adoption, Overseas Adoption, and Older Child Adoption)	Electronic – Stored in dedicated case management system. Physical – Held in secure on-site storage facility.	100 years from the date of the decision (the child is not looked after)
A Freed Child <u>never</u> placed for Adoption	Records relating to freed child never placed for adoption	Electronic – Stored in dedicated case management system. Physical – Held in secure on-site storage facility.	Destroy 100 years from the date of Freeing Order

Natural parents reclaim a relinquished child directly placed for adoption	Records relating to circumstances where natural parents reclaim a relinquished child	Electronic – Stored in dedicated case management system. Physical – Held in secure on-site storage facility.	Destroy 100 years from the date the child is reclaimed
Prospective Adopters – Approved and a child placed	Records relating to prospective adopters who are approved and have a child placed with them.	Electronic – Stored in dedicated case management system. Physical – Held in secure on-site storage facility.	Destroy 100 years from date of adoption order

Your rights

You have certain rights under the General Data Protection Regulation (GDPR), these are the right:

- to be informed via Privacy Notices such as this.
- to withdraw your consent. If we are relying on your consent to process your data, then you can remove this at any point.
- of access to any personal information the council holds about yourself. To request a copy of this information you must make a subject access request in writing. You are entitled to receive a copy of your personal data within 1 calendar month of our receipt of your subject access request. If your request is complex then we can extend this period by a further two months, if we need to do this, we will contact you. You can request a subject access request, either via a letter or via an email to Information Governance Team, address below.
- of rectification, we must correct inaccurate or incomplete data within one month.
- to erasure. You have the right to have your personal data erased and to prevent processing unless we have a legal obligation to process your personal information.
- to restrict processing. You have the right to suppress processing. We can retain just enough information about you to ensure that the restriction is respected in future.
- to data portability. We can provide you with your personal data in a structured, commonly used, machine readable form when asked.
- to object. You can object to your personal data being used for profiling, direct marketing or research purposes.
- in relation to automated decision making and profiling, to reduce the risk that a potentially damaging decision is taken without human intervention.

If you want to exercise any of these rights, then you can do so by

contacting: Information Governance Team
Lancashire County Council
PO Box 78
County Hall
Preston
PR1 8XJ

Or email: dpo@lancashire.gov.uk

To ensure that we can deal with your request as efficiently as possible you will need to include your current name and address, proof of identity (a copy of your driving licence, passport or two different utility bills that display your name and address), as much detail as possible regarding your request so that we can identify any information we may hold about you, this may include your previous name and address, date of birth and what council service you were involved with.

Further information

If you would like more information about this specific project then please contact Karen.barker2@lancashire.gov.uk.

For more information about how we use personal information see Lancashire County Council's full [privacy notice](#).

If you wish to raise a complaint on how we have handled your personal data, you can contact the Information Governance team who will investigate the matter.

Lancashire County Council, PO Box 78 County Hall, Fishergate, Preston, Lancashire, PR1 8XJ or email: dataprotection@lancashire.gov.uk

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law you can complain to the [Information Commissioner's Office \(ICO\)](#).

Data Protection Impact Assessment

Step one: About the project

Project Title	Regional Adoption Agency (RAA) – Early transfer of personal data to RAA system
Project Description	<p>Prior to the rollout of the Regional Adoption Agency (RAA) it is necessary to transfer existing personal data processed for the purposes of adoption service provision to a new IT solution.</p> <p>This solution is being hosted by LCC (via BTLS) and it is necessary to transfer the personal data of existing adoption cases to the new system prior to start date.</p>
Project Manager or Main Contact	<p>Barbara Bath – Head of Service – Fostering, Adoption and Residential.</p> <p>Karen Barker – Senior Manager, Regional Adoption Agency</p>
Who are the stakeholders?	<ul style="list-style-type: none"> - Data subjects whose personal data/special category personal data is processed for the purposes of early transfer of personal data for this purpose. This includes: <ul style="list-style-type: none"> o Children for whom Blackpool have been actively running adoption mailbox exchanges. The RAA will take over these exchanges. Parties to these mailbox exchanges are adopted child / young person / adoptive parents / birth relatives to the child who has been adopted. o Prospective adoptive parents who are currently in assessment by Blackpool Council / have been approved by Blackpool Council and who will post 'go live' be supported by the RAA. o Adopted children / adoptive families / adopted adults who are currently in receipt of adoption support and this support will need to continue to be provided by the RAA post 'go live' - Lancashire County Council - Blackpool Council
What benefits will the project bring to the council, individuals and to other parties?	<p>The purpose of the RAA is to:</p> <ul style="list-style-type: none"> - Match children who have a plan of adoption with the most suitable adopters as quickly as possible.

- Provide a pool of adopters who are prepared and able to meet the needs of the children who need an adoptive placement.
- Ensure high quality adoption support is provided in a timely manner.

The children placed for adoption by both Lancashire and Blackpool, and those placed by other adoption agencies within Lancashire and Blackpool once support responsibility falls to them will benefit from the above.

Matching children in a timely manner will mean they are placed with their permanent family at the earliest stage possible so they can begin to form attachments to their new parent(s) and experience stability and consistency of care, and legal permanence.

Adoptive parents assessed by the RAA will feel well prepared to meet the needs of the children who are placed with them and will feel able to ask for support and receive responsive and insightful support.

There will be more opportunity for matches to be made within the RAA which in the shorter and longer term will mean that support to adoptive families is more local and accessible.

It is hoped that the RAA will support the authorities to evidence they are meeting the Adoption Scorecard indicators. This will inform judgements reached in OFSTED inspections and will improve the trust which people living in Lancashire and Blackpool have in the adoption service.

Lancashire is hosting the RAA therefore the detail of those children for whom Blackpool are managing an adoption mailbox exchange, those adopters who have been approved by Blackpool and have been recently matched (pre Order) and those who have been approved and are awaiting a match will need to transfer to Lancashire prior to 'Go Live'. This will enable details to be logged on our systems and information to be readily available to the workers who will then be supporting these individuals. Any ongoing active support can continue in a timely manner. Any background information will be accessible to newly allocated workers. This information will be securely stored prior to 'Go Live'.

Once matches are identified for Blackpool approved adopters, this can then proceed through the LCS

	<p>pathway without delay – for them and most importantly for the children being placed.</p>
<p>What personal information is being used? Name, address, NI number, date of birth, gender, religion, occupation, medical history, ethnic origin, other?</p>	<ul style="list-style-type: none"> - Title - Surname - Forename - Preferred Name - Gender - DOB - Address - Ethnicity - Contact numbers and email address - Marital Status - Relationships <p>Within assessments we will also hold a significant amount of additional personal and highly sensitive information such as</p> <ul style="list-style-type: none"> - details of past offences - employment and education history - medical history - motivation to adopt - personal beliefs and views - social history - parenting capacity <p>As well as referral and case progression information for the following service user groups we are proposing that new records will be set up within LCS and details of any work already completed / assessments undertaken / support already provided will be sent across and will be added to the electronic files:</p> <ul style="list-style-type: none"> - All children placed by Blackpool with an active mailbox exchange (and so there is ongoing work to be done) - All adoptive parents approved by Blackpool who have been matched with a child and are still waiting for the Adoption Order to be made (and so still have active social work involvement) - All individuals / families who Blackpool are currently receiving adoption support (and so need an active social worker)
<p>What is your legal basis for processing this information?</p>	<p>Choose from the following:</p>

<p><i>The Information Governance Team can help with this</i></p>	<p>Article 6 (1) Processing shall be lawful only if and to the extent that at least one of the following applies:</p> <ul style="list-style-type: none"> • (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller (the law gives us a power to do it, but it is not an obligation) <p>The public task is carried out by virtue of the following legislation:</p> <p>Adoption and Children Act 2002 and associated regulations Children and Adoption Act 2006 and associated regulations Local Authority Social Services Act 1970 Local Authority Adoption services (England) regulations 2003 Adoption Statutory Guidance 2014 The Education and Adoption Act 2016</p>
<p>Special categories of personal data are more sensitive and so need more protection. Special categories of personal data are data about:</p> <ul style="list-style-type: none"> • race; • ethnic origin; • politics; • religion; • trade union membership; • genetics; • biometrics (where used for ID purposes); • health; • sex life; or • sexual orientation. <p>Does this project involve the processing of this type of personal data, and if so, what is legal condition for processing it?</p> <p><i>The Information Governance Team can help with this</i></p>	<p>The conditions for processing special category data are listed in Article 9 (2) of the GDPR:</p> <ul style="list-style-type: none"> • (h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional and subject to the conditions and safeguards referred to in paragraph 3; <p>GDPR Article 9 (2) (h) is being relied upon by virtue of the following legislation:</p> <p>Adoption and Children Act 2002 and associated regulations Children and Adoption Act 2006 and associated regulations Local Authority Social Services Act 1970 Local Authority Adoption services (England) regulations 2003 Adoption Statutory Guidance 2014 The Education and Adoption Act 2016</p>

Step two: Describe the information flows

<p>Who will the information be shared with?</p>	<p>Information will be recorded on LCS</p> <p>Viewed by:</p> <p>Business Support Officers (where appropriate)</p> <p>Allocated social workers / support workers</p> <p>Practice Managers / Team Manager / Senior manager where appropriate</p> <p>Where appropriate, some information could be shared with other agencies / professionals as required – to inform support to an individual or family – however this is unlikely to be relevant pre 'go live'.</p>
<p>How long will the information be retained?</p>	<p>Lancashire County Council and Blackpool Council adhere to their own retention guidelines for the retention and disposal of adoption and fostering records. These retention periods are informed by national guidelines for the retention of adoption records.</p> <p>A review is currently being undertaken to ensure that there is agreement on an agreed set of retention periods that will be applied to the records generated by the Regional Adoption Agency hosted by Lancashire County Council.</p>

Step three: Identify the privacy and related risks

<p>Are there any risks to individual's privacy?</p>	<p>Yes – there are individual privacy risks associated with the transfer of personal data/special category personal data from Blackpool Council to Lancashire County Council.</p>
<p>How will you check that the personal information used is accurate and complete?</p>	<p>Blackpool Council will be provided with a list of data fields / key dates which they need to provide to enable Lancashire to set up the SUs on LCS.</p> <p>This information will have been taken from Blackpool Council's ICT system, Mosaic, and we will need to assume that this was recorded accurately when taken in the first instance and that any errors identified during the time Blackpool Council has held this information has been rectified.</p> <p>There is a plan in place for the documents attached to the file in Mosaic to be converted to PDF and shared with Lancashire for upload onto LCS. These will need to be uploaded to the appropriate SU number once the individuals are created.</p>

	There will be a key list of documents for each type of case which we will need to check we are in receipt of. This list will be provided alongside the data fields noted above.
Have you set a retention period so that the information is not kept longer than necessary?	Retention period will be dictated by adoption legislation.
Is the information being stored securely?	<p>Information will largely be stored electronically, accessible by password protected laptop/PC and then password access onto LCS.</p> <p>Transport and receipt of hard copy mailbox files to enable bulk scanning will need to be undertaken in a secure manner, stored securely whilst on Lancashire premises and returned in the same manner.</p> <p>Should workers need to view historical information from a mailbox file/historical information about adoptive parents/Blackpool child in order to inform post adoption support, there will be a clear data access process in place to request and view this information.</p>
Is the information being transferred to another country?	Not in this early data migration period.
Have you told the data subjects what will happen to their personal data?	<p>LCC will host a dedicated 'Regional Adoption Agency' privacy notice which will serve to inform data subjects in accordance of GDPR Articles 13 and 14.</p> <p>Service users in Blackpool are aware of the plans to form a Regional Adoption Agency. As data controller for the personal data being processed for these purposes, Blackpool Council will determine the extent to which data subjects are informed beyond the publication of the privacy notice referenced above.</p>

Step four: Identify privacy solutions

Risk ID	Risk ID 001 - Data could be incorrectly entered
Risk Description	<p>Data could be incorrectly entered (as this is being inputted into LCS manually) caused by human error resulting in the following consequences:</p> <ul style="list-style-type: none"> - Disclosure of personal data unlawfully to 3rd parties such as other data subjects. - Failure by data controllers in adhering to GDPR Article 5 principles: <ul style="list-style-type: none"> o Accuracy o Storage Limitation

	<ul style="list-style-type: none"> ○ Integrity and confidentiality (security)
Risk Type	<ul style="list-style-type: none"> • Political • Economic • Social • Legal • Organisational
Possible Consequences	<p>Loss of data subject rights</p> <p>Distress caused to data subjects</p> <p>Increased likelihood of information security incidents</p> <p>Complaints to the Local Authority and/or the Information Commissioners Office from data subjects</p> <p>Individuals not able to access information about their early life, birth family, adoption journey, approval process, or the process to do this would be more difficult – i.e. they would need to go back to Blackpool to access this data</p> <p>LA not compliant with adoption regulations in terms of keeping information secure for regulatory period of time.</p> <p>Workers would need to spend additional time gathering background information – for example making a request to view the information which remains on the files held by Blackpool</p> <p>Increased likelihood of financial penalties imposed on data controllers</p> <p>Negative publicity and loss of confidence in data controllers</p>
Current Situation	<p>What is the current situation before any mitigating actions are taken?</p> <p>Consideration of information risks not yet documented.</p> <p>Clarity on the secure transfer methods of personal data not yet assessed for IG risks.</p> <p>Information Sharing Agreement not yet agreed between Data Controllers demonstrating a commitment to only process personal data in accordance with relevant legislation.</p> <p>Blackpool Council are submitting personal data to LCC, with associated metadata that must be accurate at the point of delivery to LCC.</p>
Current Risk Score	9 = possible x moderate.

Mitigating Actions	<p>What mitigating actions are you taking to reduce the risk?</p> <p>List of data fields required to create SU being compiled plus meta data requirements being clarified to ensure information can be attached to the appropriate SU and stored in the correct location on the right person's file and can be easily located.</p> <p>Liaison with Blackpool Council and relevant LCC services to ensure data is migrated in a planned and secure manner, maintaining confidentiality.</p> <p>Quality assurance checks are carried out by the Core Business Support team.</p> <p>All LCC workers will have completed Information Governance Training within the last 12 months.</p>
Residual Risk Score (after mitigating actions)	6 = unlikely x moderate.
Risk Owner	<p>Who owns the risk?</p> <p>The following data controllers who will be responsible for processing personal data:</p> <ul style="list-style-type: none"> - Lancashire County Council - Blackpool Council
Direction of Travel	<p>What is the direction of travel? Upwards or downwards or static.</p> <ul style="list-style-type: none"> - Static

Risk ID	Risk ID 002 - PDF documents could be attached to the incorrect electronic file
Risk Description	<p>PDF documents could be attached to the incorrect electronic file caused by human error resulting in the following consequences:</p> <ul style="list-style-type: none"> - Disclosure of personal data unlawfully to 3rd parties such as other data subjects. - Failure by data controllers in adhering to GDPR Article 5 principles: <ul style="list-style-type: none"> o Accuracy o Storage Limitation o Integrity and confidentiality (security)
Risk Type	<ul style="list-style-type: none"> • Political

	<ul style="list-style-type: none"> • Economic • Social • Legal • Organisational
Possible Consequences	<p>Loss of data subject rights</p> <p>Distress caused to data subjects</p> <p>Increased likelihood of information security incidents</p> <p>Complaints to the Local Authority and/or the Information Commissioners Office from data subjects</p> <p>Individuals not able to access information about their early life, birth family, adoption journey, approval process, or the process to do this would be more difficult – i.e. they would need to go back to Blackpool to access this data</p> <p>LA not compliant with adoption regulations in terms of keeping information secure for regulatory period of time.</p> <p>Workers would need to spend additional time gathering background information – for example making a request to view the information which remains on the files held by Blackpool</p> <p>Increased likelihood of financial penalties imposed on data controllers</p> <p>Negative publicity and loss of confidence in data controllers</p>
Current Situation	<p>Consideration of information risks not yet documented.</p> <p>Clarity on the secure transfer methods of personal data not yet assessed for IG risks.</p> <p>Information Sharing Agreement not yet agreed between Data Controllers demonstrating a commitment to only process personal data in accordance with relevant legislation.</p>
Current Risk Score	9 = possible x moderate.
Mitigating Actions	<p>What mitigating actions are you taking to reduce the risk?</p> <p>List of data fields required to create SU being compiled plus meta data requirements being clarified to ensure information can be attached to the appropriate SU and stored in the correct location on the right person's file and can be easily located.</p>

	<p>Liaison with Blackpool Council and relevant LCC services to ensure data is migrated in a planned and secure manner, maintaining confidentiality.</p> <p>Quality assurance checks are carried out by the Core Business Support team.</p> <p>All LCC workers will have completed Information Governance Training within the last 12 months.</p>
Residual Risk Score (after mitigating actions)	6 = unlikely x moderate.
Risk Owner	<p>The following data controllers who will be responsible for processing personal data:</p> <ul style="list-style-type: none"> - Lancashire County Council - Blackpool Council
Direction of Travel	Static.

Risk ID	Risk ID 003 - Mailbox files being bulk scanned could be misplaced
Risk Description	<p>Mailbox files being bulk scanned could be misplaced caused by human error resulting in the following consequences:</p> <ul style="list-style-type: none"> - Loss of sensitive and confidential information belonging to the child. - Disclosure of personal data unlawfully to 3rd parties such as other data subjects. - Failure by data controllers in adhering to GDPR Article 5 principles: <ul style="list-style-type: none"> o Accuracy o Storage Limitation o Integrity and confidentiality (security)
Risk Type	<ul style="list-style-type: none"> • Political • Economic • Social • Technological • Legal • Environmental • Democratic • Organisational

Possible Consequences	<p>Loss of data subject rights</p> <p>Distress caused to data subjects</p> <p>Increased likelihood of information security incidents</p> <p>Complaints to the Local Authority and/or the Information Commissioners Office from data subjects</p> <p>Individuals not able to access information about their early life, birth family, adoption journey, approval process, or the process to do this would be more difficult – i.e. they would need to go back to Blackpool to access this data</p> <p>LA not compliant with adoption regulations in terms of keeping information secure for regulatory period of time.</p> <p>Workers would need to spend additional time gathering background information – for example making a request to view the information which remains on the files held by Blackpool</p> <p>Increased likelihood of financial penalties imposed on data controllers</p> <p>Negative publicity and loss of confidence in data controllers</p>
Current Situation	<p>Consideration of information risks not yet documented.</p> <p>Clarity on the secure transfer methods of personal data not yet assessed for IG risks.</p> <p>Information Sharing Agreement not yet agreed between Data Controllers demonstrating a commitment to only process personal data in accordance with relevant legislation.</p>
Current Risk Score	8 = unlikely x major.
Mitigating Actions	<p>What mitigating actions are you taking to reduce the risk?</p> <p>Core Business Support team put in place sufficient quality checks, processes and procedures for the processing of personal data.</p> <p>The transit of personal data is carried out in accordance with an agreed process between LCC and Blackpool Council. Such a method must be sufficiently secure to ensure compliance with GDPR Article 5 principles.</p>
Residual Risk Score (after mitigating actions)	4 = rare x major.

Risk ID	Risk ID 004 – Personal data transferred unnecessarily from one data controller to another data controller.
Risk Description	Personal data transferred unnecessarily from one data controller to another data controller caused by failure to identify appropriate personal data prior to sending between data controllers resulting in excessive personal data being processed.
Risk Type	<ul style="list-style-type: none"> • Political • Economic • Social • Legal • Organisational
Possible Consequences	<p>What could happen if no action was taken to control the risk?</p> <p>Either data controller could hold personal data that they are not entitled to retain. There would be no lawful basis for processing personal data in these circumstances.</p> <p>This would be a breach of GDPR Article 5 (data minimisation).</p>
Current Situation	<p>What is the current situation before any mitigating actions are taken?</p> <p>No process in place to ensure that only the minimum required personal data is transferred.</p>
Current Risk Score	9 = possible x moderate.
Mitigating Actions	<p>What mitigating actions are you taking to reduce the risk?</p> <p>Sufficient audit carried out prior to the transfer of personal data to ensure that only the minimum personal data required is transferred either electronically or physically.</p>
Residual Risk Score (after mitigating actions)	6 = unlikely x moderate.

Risk ID	Risk ID 005 – Loss of records in transit between Blackpool Council and LCC
Risk Description	Records lost during the transfer of records between either data controller caused by human error or lack of clear processes resulting in loss of personal data and special category personal data relating to data subjects involved in the adoption process.
Risk Type	<ul style="list-style-type: none"> • Political • Economic • Social • Legal • Democratic • Organisational
Possible Consequences	<p>What could happen if no action was taken to control the risk?</p> <p>Loss of data subject rights</p> <p>Distress caused to data subjects</p> <p>Increased likelihood of information security incidents</p> <p>Complaints to the Local Authority and/or the Information Commissioners Office from data subjects</p> <p>Individuals not able to access information about their early life, birth family, adoption journey, approval process, or the process to do this would be more difficult – i.e. they would need to go back to Blackpool to access this data</p> <p>LA not compliant with adoption regulations in terms of keeping information secure for regulatory period of time.</p> <p>Workers would need to spend additional time gathering background information – for example making a request to view the information which remains on the files held by Blackpool</p> <p>Increased likelihood of financial penalties imposed on data controllers</p>

	Negative publicity and loss of confidence in data controllers
Current Situation	<p>What is the current situation before any mitigating actions are taken?</p> <p>Transfer of records need to be governed by a clear process between both data controllers.</p> <p>Audit trails will be required at each stage of transfer, to ensure the security and confidentiality of records.</p>
Current Risk Score	9 = possible x moderate.
Mitigating Actions	What mitigating actions are you taking to reduce the risk?
Residual Risk Score (after mitigating actions)	6 = unlikely x moderate.
Risk Owner	<p>The following data controllers who will be responsible for processing personal data:</p> <ul style="list-style-type: none"> - Lancashire County Council - Blackpool Council
Direction of Travel	Static.

Risk ID	Risk ID 006 – Electronic documents attached to emails not password protected
Risk Description	<p>Emails sent from one controller to another not sufficiently secure caused by failure to implement sufficient security measures resulting in personal data being unlawfully accessed.</p> <p>1. What could happen (event)</p> <p>2. Why could it happen (caused by)</p> <p>3. Resulting in (consequences)</p>
Risk Type	<ul style="list-style-type: none"> • Political • Economic • Social • Technological • Legal • Democratic • Organisational
Possible Consequences	What could happen if no action was taken to control the risk?

	Unsecure emails sent without any security measures could more easily be intercepted and unlawfully accessed by third parties.
Current Situation	<p>What is the current situation before any mitigating actions are taken?</p> <p>A secure link is in place between Blackpool Council and Lancashire County Council which ensures encryption of all emails sent between the two data controllers. Password protection is not implemented because it would conflict with the encryption arrangements being proposed.</p>
Current Risk Score	8 = Unlikely x Major.
Mitigating Actions	<p>What mitigating actions are you taking to reduce the risk?</p> <p>All emails containing personal data or attachments containing personal data are TLS encrypted by default. Password protecting each attachment is not being implemented following agreement by the data controllers.</p>
Residual Risk Score (after mitigating actions)	4 = Rare x Major.
Risk Owner	<p>Who owns the risk?</p> <p>Lancashire County Council</p> <p>Blackpool Council</p>
Direction of Travel	<p>What is the direction of travel? Upwards or downwards or static.</p> <p>Static</p>


How to score your risks

	CATASTROPHIC	5	10	15	20	25
	MAJOR	4	8	12	16	20
	MODERATE	3	6	9	12	15
IMPACT	MINOR	2	4	6	8	10
	INSIGNIFICANT	1	2	3	4	5
		RARE	UNLIKELY	POSSIBLE	LIKELY	CERTAIN
			LIKELIHOOD			

Step five: Sign off

Privacy risks and mitigating actions approved by Lancashire County Council service/Project Manager|:

- Name: Karen Barker

- Signature: 

- Date: 17 February 2020

Version: 1.07

Date: January 2019

Contact: informationgovernance@lancashire.gov.uk



Information Sharing Gateway

Regional Adoption Agency - Data transfer ahead of go-live (15-1-2020) - Regional Adoption Agency (Blackpool Council to LCC) - Electronic transfer pre go live (15-1-2020)

Information Sharing Agreement

DF006298

Introduction

The Parties to this Information Sharing Agreement (ISA), except where indicated under "Parties to this Agreement", are signatories to the Information Sharing Gateway (ISG) Memorandum of Understanding.

This Memorandum of Understanding sets out the general principles of Information Governance that all organisations who access and use the Information Sharing Gateway have agreed to. It provides a framework for safeguarding the processing of data and information as defined by the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

General Principles

1. All signatories to this MoU agree to process personal information in accordance with their organisation's information governance policies and procedures, or as directed by the standards applicable to the information being processed.
2. Organisations are expected to identify and use appropriate information assurance framework¹ and will commit to complying with the relevant standards within that regime and sharing the evidence of attainment and any associated action plans on request with ISG partner organisations.
3. Each organisation shall have appointed a responsible / accountable officer who will ensure the protection of personal information for example a Caldicott Guardian, Data Protection Officer or a Senior Manager responsible for data protection.
4. Each organisation will be take appropriate organisational and technical measures towards compliance with Data Protection Act 2018, Caldicott Principles, ISO 27001 Series of Information Security Standards, Freedom of Information Act 2000 and national guidance and rules around processing personal confidential information and other relevant legislation.
5. Each organisation is committed to identifying, documenting and risk assessing their data flows with any mitigating actions defined and agreed.
6. Each organisation is committed to ensuring staff are appropriately trained and comply with organisational policies in relation to Information Governance, including Data Protection, Confidentiality, Caldicott Principles, Data Security, Records Management and Freedom of Information.
7. Organisations will promptly notify other partner organisations of any Information Governance breach, vulnerability or threat that could affect the security of the data being shared.
8. Organisations will agree, security clearances permitting, to allow partner or lead organisations, or its representatives, to carry out audits or visits to confirm compliance with agreed assurance requirements.
9. Each organisation commits to ensure that the data is shared in a safe and secure manner meeting the agreed purpose of the sharing and protecting the rights and freedoms of individuals.
10. Any requests for information under the Freedom of Information Act 2000 or the Data Protection Act 2018 should be directed to the original organisation's FOIA Officer/Data Protection Officer.
11. Organisations may not create or establish onward sharing or sharing for an additional purpose without having first established a lawful basis for doing so and having the agreement of the original data controller.

¹ Appropriate information assurance framework for example Data Security and Protection Toolkit, ISO 27001, Public Service Network (PSN), Cyber Essentials

Parties named in this Agreement

The Parties listed below recognise their responsibilities for ensuring this agreement complies with all legislation and other requirements relevant to the personal data being shared, including the specific governance measures set out in this ISA.

Organisation	ISG Status	Senior Officer/Contact
BLACKPOOL COUNCIL (ICO: Z5720508) <i>Providing and Receiving Data</i>	MoU Signed: 21/05/2015 Assurance: Significant	Senior Officer: Debbie Topping Org Contact: informationgovernance@blackpool.gov.uk
LANCASHIRE COUNTY COUNCIL (ICO: Z542705X) <i>Providing and Receiving Data</i>	MoU Signed: 13/12/2018 Assurance: Significant	Senior Officer: DPO Org Contact: informationgovernance@lancashire.gov.uk

Responsible Senior Officers

The Responsible Senior Officers named above provide assurance that:

- The details captured in this Information Sharing Agreement accurately describe the data sharing practices and the controls in place to govern them.
- Their organisation and its staff will make every effort to ensure that the controls are monitored and maintained and data sharing will only happen as described herein.
- Should their organisation wish to deviate from the practices and controls described here, they will review this data flow to ensure that these changes are captured.

Purpose and Justification for Sharing

Purpose

The Parties agree to use shared information only for the specific purposes set out in this document and to support the effective administration, audit, monitoring, regulatory inspection of services and reporting requirements.

The Parties accept that shared information shall not be regarded as general intelligence for the further use by recipient organisations unless that further purpose is defined in this agreement and respective service users have been informed of this intended change of use.

The purpose, specific to this information sharing arrangement, is identified as:

To enable Blackpool Council and Lancashire County Council to form a Regional Adoption Agency, as per the project set up and funded by the Department for Education

Benefits

The benefits derived from this information sharing arrangement, are identified as:

To enable Blackpool Council and Lancashire County Council to form a Regional Adoption Agency, as per the project set up and funded by the Department for Education.

Restrictions on other use and further disclosure

It is recognised that unless the law specifically requires or permits this, shared information will not be used for different purposes or further disclosed. Even where the law permits further disclosure, in line with good practice the originating data controller will be consulted first and depending on the circumstances, it may be necessary for the data subject to be informed of the disclosure.

The Information Being Shared

Types of Information

The types of information, to be shared under this agreement, are identified as:

- Personal
- Special Category Personal Data

Data Subjects

The data subjects, whose information is to be shared under this agreement, are identified as:

- Relatives, guardians and associates of subject
- Residents

Data Fields to be Shared

The Personal data items, to be shared under this agreement, are:

- Address
- Age
- Device Mobile Phone / Device IMEI No
- DOB
- Driving licence / number
- Email Address
- Gender
- Home Phone Number
- Income / Financial / Tax Situation
- Living Habits
- Marital Status
- Mobile Phone Number
- Name
- NHS Number

- NI Number
- Other General Identifier
- Photograph
- Physical Description
- Postcode
- Sex
- Work related training / awards

The Special Category data items, to be shared under this agreement, are:

- Bank / payment details
- Criminal Proceedings / Outcomes / Sentence
- Education / Professional Training
- Employment / Career History
- Family / Lifestyle / Social Circumstance
- Financial Affairs
- Genetic Data
- Offences Committed / Alleged to have Committed
- Physical / Mental Health or Condition
- Racial / Ethnic Origin
- Religion or Other Beliefs
- Sexual Life / Orientation

The other specific data fields, to be shared under this agreement, are:

All information about adopters, children and services delivered by both councils. This will include the following personal data and special category personal data:

Title
Surname
Forename
Preferred Name
Gender
DOB
Address
Ethnicity
Contact numbers and email address
Marital Status
Relationships
Blackpool Council Mosaic ID number

Within assessments we will also hold a significant amount of special category personal data relating to:

Medical or social care information
Criminal history

Information Security & Confidentiality

Organisational and technical measures

The Parties shall take appropriate technical, security and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data.

Data Transfer Modes and Controls

Transfer Mode	Controls
Electronic data transferred by email	<ul style="list-style-type: none"> Secure encrypted email Email address confirmed

Frequency of Exchange	Number of Records
Ad-hoc	Transfer - 101-300

Post Transfer Storage and Security

Physical location and method of storage:

- Server - system on organisation premises
- Server - personal / shared drive - on organisations premises

Data security after transfer:

- Area accessed by key / keypad / access card
- Smartcard / system password

Access controls after transfer:

- System login
- System login

Data Protection Impact Assessment

Lawful basis for sharing personal information

Statutory duty / power to share

The legislation and/or regulations providing a mandatory duty or discretionary express or implied power for each of the relevant public authority partners to this agreement to share personal data for the purposes described in this agreement, are:

GDPR Article 6 (1) (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

There is a legal power by virtue of the following legislation:

Adoption and Children Act 2002 and associated regulations
Children and Adoption Act 2006 and associated regulations
Local Authority Social Services Act 1970
Local Authority Adoption services (England) regulations 2003
Adoption Statutory Guidance 2014

Section 15 of The Education and Adoption Act (2016):

Adoption

15 Local authority adoption functions: joint arrangements

(1) The Adoption and Children Act 2002 is amended as follows.

(2) After section 3 insert—

“3ZA England - joint arrangements etc

(1) The Secretary of State may give directions requiring one or more local authorities in England to make arrangements for all or any of their functions within subsection (3) to be carried out on their behalf by—

(a) one of those authorities, or

(b) one or more other adoption agencies.

(2) A direction under subsection (1) may, in particular—

(a) specify who is to carry out the functions, or

(b) require the local authority or authorities to determine who is to carry out the functions.

(3) The functions mentioned in subsection (1) are functions in relation to—

(a) the recruitment of persons as prospective adopters;

(b) the assessment of prospective adopters' suitability to adopt a child;

(c) the approval of prospective adopters as suitable to adopt a child;

(d) decisions as to whether a particular child should be placed for adoption with a particular prospective adopter;

(e) the provision of adoption support services.

(4) The Secretary of State may give a direction requiring a local authority in England to terminate arrangements made in accordance with a direction under subsection (1).

(5) A direction under this section may make different provision for different purposes.

(6) The Secretary of State may by regulations amend subsection (3).”

(3) Omit section 3A as inserted by the Children and Families Act 2014.

(4) In section 140(3) (subordinate legislation subject to affirmative procedure), for paragraph (za) substitute—

“(za)under section 3ZA(6),”.

This may become a legal obligation as there is a drive to improve adoption outcomes by allowing Local Authorities to work together to create regional adoption agencies.

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/437128/Regionalising_adoption.pdf

Sharing on the basis of informed consent

The consent model(s) used for this sharing arrangement is / are:

- Not required - please specify justification / exemption

Exemption reason / justification: GDPR Article 6 (1) e Public Task/Public Interest GDPR Article 9 (2) h Provision of Social Care systems and services Adoption and Children Act 2002 and associated regulations Children and Adoption Act 2006 and associated regulations Local Authority Social Services Act 1970 Local Authority Adoption services (England) regulations 2003 Adoption Statutory Guidance 2014 The Education and Adoption Act 2016

GDPR legitimising conditions

The Article 6 conditions relied on for this agreement are:

- Task carried out in the public interest / authority vested in the controller

The Article 9 conditions relied on for this agreement are:

- Necessary for medical purposes
- Necessary for public functions

Informing Individuals

The privacy notice / amendments relevant to this data sharing arrangement are:

Yes - A dedicated RAA Privacy Notice needs to be published on the host data controller's website with links to partner organisation Privacy Notices.

Adequacy, relevance, necessity

The following checks have been made regarding the adequacy, relevance and necessity for the collection of personal and / or sensitive data:

The services will need to establish this as part of the design process for the RAA.

Provisions for the accuracy of the data

The following provisions have been made to ensure information will be kept up to date and checked for accuracy and completeness by all organisations:

- Assurance in place (e.g. DSP, PSN)
- Staff aware of responsibilities when working with data
- Clear retention schedules

Retention and disposal requirements

The following arrangements have been made to manage the retention and disposal of data by all organisations:

- Assurance in place (e.g. DSP, PSN)
- Policies and procedures which state / define Retention schedules
- Policies and procedures which state / define Disposal methods and criteria

Individual rights

Subject Access Requests for individual records will be dealt with as follows:

- Assurance in place (e.g. DSP, PSN)
- Clearly defined procedures in place for Subject Access Requests for individuals
- Clearly defined procedures in place to handle rectification and blocking of data

Technical and organisational measures

The receiving organisation's policies, processes and standard operating procedures can be described as follows:

- Assurance in place (e.g. DSP, PSN)
- Clearly defined

This document has been produced from the ISG for reference purposes and is accurate only on the day it is produced. Please refer to the ISG for the current, definitive version.

- Up-to-date
- Readily available
- Understandable (in plain English) for staff to use

The receiving organisation manages incidents according to the following:

- Reviewed including any root cause analysis and action plans

The receiving organisation's training for both the system and data can be described as:

- Assurance in place (e.g. DSP, PSN)
- Users are aware of their responsibilities when using the asset
- Regularly trained and tested on their understanding
- Understand what to do in the event of a breach or incident

The receiving organisation's security control for the asset can be described as:

- Assurance in place (e.g. DSP, PSN)
- Secure connection (e.g. https:)
- Secure access (e.g. password protected)
- Managed so only authorised persons can access and access routinely checked
- Audit trail of interactions

The receiving organisation's business continuity arrangements are:

- Assurance in place (e.g. DSP, PSN)
- Clear business continuity arrangements
- Users are aware of arrangements and appropriately trained
- Regularly reviewed and updated (at least annually)

The receiving organisation's disaster recovery arrangements are:

- Assurance in place (e.g. DSP, PSN)
- Regularly reviewed and updated (at least annually)
- Electronic part of a disaster recovery testing regime, regularly tested

The third party / supplier contracts contain all the necessary Information Governance clauses including information about Data Protection (2018) and Freedom of Information (2000):

Yes

Risk Assessment

Description	Controls	Initial Rating	Actions	Final Rating
Any personal identifiable or sensitive information must not be sent outside of an organisation in a standard, unencrypted e-mail. The identity of the recipient must also be confirmed. Not all of the recommended controls are in place.	<p>Controls in place:</p> <ul style="list-style-type: none"> Secure encrypted email Email address confirmed <p>Missing recommended controls:</p> <ul style="list-style-type: none"> Password protected document 	Significant	<p>Accept / tolerate</p> <p>A secure encrypted email link is in place between Lancashire County Council and Blackpool Council. It has been agreed that the existing controls put in place by each data controller remove the requirement to password-protect documents attached to emails.</p>	Low
Servers hosted within the UK are bound by UK Law and legislation. You must ensure that the necessary due diligence and checks are made. Make sure access is controlled.	<p>Data storage after transfer:</p> <ul style="list-style-type: none"> Server - system on organisation premises Server - personal / shared drive - on organisations premises 	Low	Accept / tolerate	Low
At least one control is in place which enables the information to be accessed securely in the receiving organisation.	<p>Controls in place:</p> <ul style="list-style-type: none"> System login System login 	Low	Accept / tolerate	Low
At least one control is in place which enables the information to be accessed securely in the receiving organisation.	<p>Controls in place:</p> <ul style="list-style-type: none"> Area accessed by key / keypad / access card Smartcard / system password 	Low	Accept / tolerate	Low
All of the minimum recommended controls are in place relating to the accuracy and completeness of the data.	<p>Controls in place:</p> <ul style="list-style-type: none"> Assurance in place (e.g. DSP, PSN) Staff aware of responsibilities when working with data Clear retention schedules 	Low	Accept / tolerate	Low

<p>All of the minimum recommended controls are in place relating to the retention and disposal of the data.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Policies and procedures which state / define Retention schedules • Policies and procedures which state / define Disposal methods and criteria 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>All of the minimum recommended controls are in place relating to subject access requests.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clearly defined procedures in place for Subject Access Requests for individuals • Clearly defined procedures in place to handle rectification and blocking of data 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>Policies, processes and standard operating procedures for the asset / data are clearly defined, up-to-date, understandable and readily available.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clearly defined • Up-to-date • Readily available • Understandable (in plain English) for staff to use 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>Incidents are reviewed appropriately.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Reviewed including any root cause analysis and action plans 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>Users of the data are regularly trained, aware of their responsibilities and understand what to do in the event of breach.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Users are aware of their responsibilities when using the asset • Regularly trained and tested on their understanding 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>

	<ul style="list-style-type: none"> • Understand what to do in the event of a breach or incident 			
The asset / data is secure, controlled and interactions recorded.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Secure connection (e.g. https:) • Secure access (e.g. password protected) • Managed so only authorised persons can access and access routinely checked • Audit trail of interactions 	Low	Accept / tolerate	Low
Business continuity arrangements are clear, users are aware and trained with regular reviews and updates.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clear business continuity arrangements • Users are aware of arrangements and appropriately trained • Regularly reviewed and updated (at least annually) 	Low	Accept / tolerate	Low
Disaster recovery arrangements are in place with regular review and testing where appropriate.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Regularly reviewed and updated (at least annually) • Electronic part of a disaster recovery testing regime, regularly tested 	Low	Accept / tolerate	Low

Commencement, Termination and Review

This agreement will be reviewed every 12 months post commencement unless an earlier review for policy or legislative reasons is necessary.

The start date for this agreement is:

23/01/2020

The scheduled review date for this agreement is:

23/01/2021

This ISA shall be effective from the start date indicated above and shall continue in force until such time as the data sharing ends, this ISA is terminated by either Party, or this ISA is replaced by a new one.

Signatories

Organisation:	BLACKPOOL COUNCIL
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Signed By:	Jonathan Pickup
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Position:	Information Asset Owner
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Date:	23/01/2020
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Organisation:	LANCASHIRE COUNTY COUNCIL
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Signed By:	DPO
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Position:	Senior Officer
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Date:	23/01/2020
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Regional Adoption Agency - Data transfer ahead of go-live (15-1-2020) - Regional Adoption Agency (Blackpool Council to LCC) - Physical transfer pre go live (15-1-2020)

Information Sharing Agreement

DF006299

Introduction

The Parties to this Information Sharing Agreement (ISA), except where indicated under "Parties to this Agreement", are signatories to the Information Sharing Gateway (ISG) Memorandum of Understanding.

This Memorandum of Understanding sets out the general principles of Information Governance that all organisations who access and use the Information Sharing Gateway have agreed to. It provides a framework for safeguarding the processing of data and information as defined by the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

General Principles

1. All signatories to this MoU agree to process personal information in accordance with their organisation's information governance policies and procedures, or as directed by the standards applicable to the information being processed.
2. Organisations are expected to identify and use appropriate information assurance framework¹ and will commit to complying with the relevant standards within that regime and sharing the evidence of attainment and any associated action plans on request with ISG partner organisations.
3. Each organisation shall have appointed a responsible / accountable officer who will ensure the protection of personal information for example a Caldicott Guardian, Data Protection Officer or a Senior Manager responsible for data protection.
4. Each organisation will be take appropriate organisational and technical measures towards compliance with Data Protection Act 2018, Caldicott Principles, ISO 27001 Series of Information Security Standards, Freedom of Information Act 2000 and national guidance and rules around processing personal confidential information and other relevant legislation.
5. Each organisation is committed to identifying, documenting and risk assessing their data flows with any mitigating actions defined and agreed.
6. Each organisation is committed to ensuring staff are appropriately trained and comply with organisational policies in relation to Information Governance, including Data Protection, Confidentiality, Caldicott Principles, Data Security, Records Management and Freedom of Information.
7. Organisations will promptly notify other partner organisations of any Information Governance breach, vulnerability or threat that could affect the security of the data being shared.
8. Organisations will agree, security clearances permitting, to allow partner or lead organisations, or its representatives, to carry out audits or visits to confirm compliance with agreed assurance requirements.
9. Each organisation commits to ensure that the data is shared in a safe and secure manner meeting the agreed purpose of the sharing and protecting the rights and freedoms of individuals.
10. Any requests for information under the Freedom of Information Act 2000 or the Data Protection Act 2018 should be directed to the original organisation's FOIA Officer/Data Protection Officer.
11. Organisations may not create or establish onward sharing or sharing for an additional purpose without having first established a lawful basis for doing so and having the agreement of the original data controller.

¹ Appropriate information assurance framework for example Data Security and Protection Toolkit, ISO 27001, Public Service Network (PSN), Cyber Essentials

Parties named in this Agreement

The Parties listed below recognise their responsibilities for ensuring this agreement complies with all legislation and other requirements relevant to the personal data being shared, including the specific governance measures set out in this ISA.

Organisation	ISG Status	Senior Officer/Contact
BLACKPOOL COUNCIL (ICO: Z5720508) <i>Providing and Receiving Data</i>	MoU Signed: 21/05/2015 Assurance: Significant	Senior Officer: Debbie Topping Org Contact: informationgovernance@blackpool.gov.uk
LANCASHIRE COUNTY COUNCIL (ICO: Z542705X) <i>Providing and Receiving Data</i>	MoU Signed: 13/12/2018 Assurance: Significant	Senior Officer: DPO Org Contact: informationgovernance@lancashire.gov.uk

Responsible Senior Officers

The Responsible Senior Officers named above provide assurance that:

- The details captured in this Information Sharing Agreement accurately describe the data sharing practices and the controls in place to govern them.
- Their organisation and its staff will make every effort to ensure that the controls are monitored and maintained and data sharing will only happen as described herein.
- Should their organisation wish to deviate from the practices and controls described here, they will review this data flow to ensure that these changes are captured.

Purpose and Justification for Sharing

Purpose

The Parties agree to use shared information only for the specific purposes set out in this document and to support the effective administration, audit, monitoring, regulatory inspection of services and reporting requirements.

The Parties accept that shared information shall not be regarded as general intelligence for the further use by recipient organisations unless that further purpose is defined in this agreement and respective service users have been informed of this intended change of use.

The purpose, specific to this information sharing arrangement, is identified as:

To enable Blackpool Council and Lancashire County Council to form a Regional Adoption Agency, as per the project set up and funded by the Department for Education

Benefits

The benefits derived from this information sharing arrangement, are identified as:

To enable Blackpool Council and Lancashire County Council to form a Regional Adoption Agency, as per the project set up and funded by the Department for Education.

Restrictions on other use and further disclosure

It is recognised that unless the law specifically requires or permits this, shared information will not be used for different purposes or further disclosed. Even where the law permits further disclosure, in line with good practice the originating data controller will be consulted first and depending on the circumstances, it may be necessary for the data subject to be informed of the disclosure.

The Information Being Shared

Types of Information

The types of information, to be shared under this agreement, are identified as:

- Personal
- Special Category Personal Data

Data Subjects

The data subjects, whose information is to be shared under this agreement, are identified as:

- Relatives, guardians and associates of subject
- Residents

Data Fields to be Shared

The Personal data items, to be shared under this agreement, are:

- Address
- Age
- Device Mobile Phone / Device IMEI No
- DOB
- Driving licence / number
- Email Address
- Gender
- Home Phone Number
- Income / Financial / Tax Situation
- Living Habits
- Marital Status
- Mobile Phone Number
- Name
- NHS Number

- NI Number
- Other General Identifier
- Photograph
- Physical Description
- Postcode
- Sex
- Work related training / awards

The Special Category data items, to be shared under this agreement, are:

- Bank / payment details
- Criminal Proceedings / Outcomes / Sentence
- Education / Professional Training
- Employment / Career History
- Family / Lifestyle / Social Circumstance
- Financial Affairs
- Genetic Data
- Offences Committed / Alleged to have Committed
- Physical / Mental Health or Condition
- Racial / Ethnic Origin
- Religion or Other Beliefs
- Sexual Life / Orientation

The other specific data fields, to be shared under this agreement, are:

All information about adopters, children and services delivered by both councils. This will include the following personal data and special category personal data:

Title
Surname
Forename
Preferred Name
Gender
DOB
Address
Ethnicity
Contact numbers and email address
Marital Status
Relationships
Blackpool Council Mosaic ID number

Within assessments we will also hold a significant amount of special category personal data relating to:

Medical or social care information
Criminal history

Information Security & Confidentiality

Organisational and technical measures

The Parties shall take appropriate technical, security and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data.

Data Transfer Modes and Controls

Transfer Mode	Controls
Paper hand delivered by staff	<ul style="list-style-type: none"> • Delivered to intended recipient or department • Delivery staff are aware of their responsibilities • Secure trolley / package used to transfer the data • Package not left unattended

Frequency of Exchange	Number of Records
Ad-hoc	Transfer - 101-300

Post Transfer Storage and Security

Physical location and method of storage:

- Secure storage on organisations premises

Data security after transfer:

- Area accessed by key / keypad / access card

Access controls after transfer:

- Log book
- Key allocation
- Log book
- Key allocation

Data Protection Impact Assessment

Lawful basis for sharing personal information

Statutory duty / power to share

The legislation and/or regulations providing a mandatory duty or discretionary express or implied power for each of the relevant public authority partners to this agreement to share personal data for the purposes described in this agreement, are:

GDPR Article 6 (1) (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

There is a legal power by virtue of the following legislation:

Adoption and Children Act 2002 and associated regulations
Children and Adoption Act 2006 and associated regulations
Local Authority Social Services Act 1970
Local Authority Adoption services (England) regulations 2003
Adoption Statutory Guidance 2014

Section 15 of The Education and Adoption Act (2016):

Adoption

15 Local authority adoption functions: joint arrangements

(1) The Adoption and Children Act 2002 is amended as follows.

(2) After section 3 insert—

“3ZA England - joint arrangements etc

(1) The Secretary of State may give directions requiring one or more local authorities in England to make arrangements for all or any of their functions within subsection (3) to be carried out on their behalf by—

(a) one of those authorities, or

(b) one or more other adoption agencies.

(2) A direction under subsection (1) may, in particular—

(a) specify who is to carry out the functions, or

(b) require the local authority or authorities to determine who is to carry out the functions.

(3) The functions mentioned in subsection (1) are functions in relation to—

(a) the recruitment of persons as prospective adopters;

(b) the assessment of prospective adopters' suitability to adopt a child;

(c) the approval of prospective adopters as suitable to adopt a child;

(d) decisions as to whether a particular child should be placed for adoption with a particular prospective adopter;

(e) the provision of adoption support services.

(4) The Secretary of State may give a direction requiring a local authority in England to terminate arrangements made in accordance with a direction under subsection (1).

(5) A direction under this section may make different provision for different purposes.

(6) The Secretary of State may by regulations amend subsection (3).”

(3) Omit section 3A as inserted by the Children and Families Act 2014.

(4) In section 140(3) (subordinate legislation subject to affirmative procedure), for paragraph (za) substitute—

“(za)under section 3ZA(6),”.

This may become a legal obligation as there is a drive to improve adoption outcomes by allowing Local Authorities to work together to create regional adoption agencies.

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/437128/Regionalising_adoption.pdf

Sharing on the basis of informed consent

The consent model(s) used for this sharing arrangement is / are:

- Not required - please specify justification / exemption

Exemption reason / justification: GDPR Article 6 (1) e Public Task/Public Interest GDPR Article 9 (2) h Provision of Social Care systems and services Adoption and Children Act 2002 and associated regulations Children and Adoption Act 2006 and associated regulations Local Authority Social Services Act 1970 Local Authority Adoption services (England) regulations 2003 Adoption Statutory Guidance 2014 The Education and Adoption Act 2016

GDPR legitimising conditions

The Article 6 conditions relied on for this agreement are:

- Task carried out in the public interest / authority vested in the controller

The Article 9 conditions relied on for this agreement are:

- Necessary for medical purposes
- Necessary for public functions

Informing Individuals

The privacy notice / amendments relevant to this data sharing arrangement are:

Yes - A dedicated RAA Privacy Notice needs to be published on the host data controller's website with links to partner organisation Privacy Notices.

Adequacy, relevance, necessity

The following checks have been made regarding the adequacy, relevance and necessity for the collection of personal and / or sensitive data:

The services will need to establish this as part of the design process for the RAA.

Provisions for the accuracy of the data

The following provisions have been made to ensure information will be kept up to date and checked for accuracy and completeness by all organisations:

- Assurance in place (e.g. DSP, PSN)
- Staff aware of responsibilities when working with data
- Clear retention schedules
- Integrity checks maintained

Retention and disposal requirements

The following arrangements have been made to manage the retention and disposal of data by all organisations:

- Assurance in place (e.g. DSP, PSN)
- Policies and procedures which state / define Retention schedules
- Policies and procedures which state / define Disposal methods and criteria

Individual rights

Subject Access Requests for individual records will be dealt with as follows:

- Assurance in place (e.g. DSP, PSN)
- Clearly defined procedures in place for Subject Access Requests for individuals
- Clearly defined procedures in place to handle rectification and blocking of data

Technical and organisational measures

The receiving organisation's policies, processes and standard operating procedures can be described as follows:

- Assurance in place (e.g. DSP, PSN)

- Clearly defined
- Up-to-date
- Readily available
- Understandable (in plain English) for staff to use

The receiving organisation manages incidents according to the following:

- Reviewed including any root cause analysis and action plans

The receiving organisation's training for both the system and data can be described as:

- Assurance in place (e.g. DSP, PSN)
- Users are aware of their responsibilities when using the asset
- Regularly trained and tested on their understanding
- Understand what to do in the event of a breach or incident

The receiving organisation's security control for the asset can be described as:

- Assurance in place (e.g. DSP, PSN)
- Secure storage (e.g. locked cabinet)
- Managed so only authorised persons can access and access routinely checked

The receiving organisation's business continuity arrangements are:

- Assurance in place (e.g. DSP, PSN)
- Clear business continuity arrangements
- Users are aware of arrangements and appropriately trained
- Regularly reviewed and updated (at least annually)

The receiving organisation's disaster recovery arrangements are:

- Assurance in place (e.g. DSP, PSN)
- Regularly reviewed and updated (at least annually)
- Electronic part of a disaster recovery testing regime, regularly tested

The third party / supplier contracts contain all the necessary Information Governance clauses including information about Data Protection (2018) and Freedom of Information (2000):

Yes

Risk Assessment

Description	Controls	Initial Rating	Actions	Final Rating
All of the recommended controls are in place to provide assurance of the data being delivered by staff.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Delivered to intended recipient or department • Delivery staff are aware of their responsibilities • Secure trolley / package used to transfer the data • Package not left unattended 	Low	Accept / tolerate	Low
Servers hosted within the UK are bound by UK Law and legislation. You must ensure that the necessary due diligence and checks are made. Make sure access is controlled.	<p>Data storage after transfer:</p> <ul style="list-style-type: none"> • Secure storage on organisations premises 	Low	Accept / tolerate	Low
At least one control is in place which enables the information to be accessed securely in the receiving organisation.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Log book • Key allocation • Log book • Key allocation 	Low	Accept / tolerate	Low
At least one control is in place which enables the information to be accessed securely in the receiving organisation.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Area accessed by key / keypad / access card 	Low	Accept / tolerate	Low
All of the minimum recommended controls are in place relating to the accuracy and completeness of the data.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Staff aware of responsibilities when working with data • Clear retention schedules • Integrity checks maintained 	Low	Accept / tolerate	Low

<p>All of the minimum recommended controls are in place relating to the retention and disposal of the data.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Policies and procedures which state / define Retention schedules • Policies and procedures which state / define Disposal methods and criteria 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>All of the minimum recommended controls are in place relating to subject access requests.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clearly defined procedures in place for Subject Access Requests for individuals • Clearly defined procedures in place to handle rectification and blocking of data 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>Policies, processes and standard operating procedures for the asset / data are clearly defined, up-to-date, understandable and readily available.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clearly defined • Up-to-date • Readily available • Understandable (in plain English) for staff to use 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>Incidents are reviewed appropriately.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Reviewed including any root cause analysis and action plans 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>Users of the data are regularly trained, aware of their responsibilities and understand what to do in the event of breach.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Users are aware of their responsibilities when using the asset • Regularly trained and tested on their understanding 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>

<ul style="list-style-type: none"> • Understand what to do in the event of a breach or incident 			
<p>The asset / data is secure, controlled and interactions recorded.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Secure storage (e.g. locked cabinet) • Managed so only authorised persons can access and access routinely checked 	<p>Low Accept / tolerate</p>	<p>Low</p>
<p>Business continuity arrangements are clear, users are aware and trained with regular reviews and updates.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clear business continuity arrangements • Users are aware of arrangements and appropriately trained • Regularly reviewed and updated (at least annually) 	<p>Low Accept / tolerate</p>	<p>Low</p>
<p>Disaster recovery arrangements are in place with regular review and testing where appropriate.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Regularly reviewed and updated (at least annually) • Electronic part of a disaster recovery testing regime, regularly tested 	<p>Low Accept / tolerate</p>	<p>Low</p>

Commencement, Termination and Review

This agreement will be reviewed every 12 months post commencement unless an earlier review for policy or legislative reasons is necessary.

The start date for this agreement is:

23/01/2020

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This ISA shall be effective from the start date indicated above and shall continue in force until such time as the data sharing ends, this ISA is terminated by either Party, or this ISA is replaced by a new one.

Signatories

Organisation:	BLACKPOOL COUNCIL
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Signed By:	Jonathan Pickup
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Position:	Information Asset Owner
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Date:	23/01/2020
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Organisation:	LANCASHIRE COUNTY COUNCIL
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Signed By:	DPO
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Position:	Senior Officer
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Date:	23/01/2020
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Information Sharing Gateway

Regional Adoption Agency - LCC and Blackpool Council - Regional Adoption Agency - LCC and Blackpool Council - Adoption Support Urgent Care

Information Sharing Agreement

DF006277

Introduction

The Parties to this Information Sharing Agreement (ISA), except where indicated under "Parties to this Agreement", are signatories to the Information Sharing Gateway (ISG) Memorandum of Understanding.

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3. Each organisation shall have appointed a responsible / accountable officer who will ensure the protection of personal information for example a Caldicott Guardian, Data Protection Officer or a Senior Manager responsible for data protection.
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¹ Appropriate information assurance framework for example Data Security and Protection Toolkit, ISO 27001, Public Service Network (PSN), Cyber Essentials

Parties named in this Agreement

The Parties listed below recognise their responsibilities for ensuring this agreement complies with all legislation and other requirements relevant to the personal data being shared, including the specific governance measures set out in this ISA.

Organisation	ISG Status	Senior Officer/Contact
BLACKPOOL COUNCIL (ICO: Z5720508) <i>Providing and Receiving Data</i>	MoU Signed: 21/05/2015 Assurance: Significant	Senior Officer: Debbie Topping Org Contact: informationgovernance@blackpool.gov.uk
LANCASHIRE COUNTY COUNCIL (ICO: Z542705X) <i>Providing and Receiving Data</i>	MoU Signed: 13/12/2018 Assurance: Significant	Senior Officer: DPO Org Contact: informationgovernance@lancashire.gov.uk

Responsible Senior Officers

The Responsible Senior Officers named above provide assurance that:

- The details captured in this Information Sharing Agreement accurately describe the data sharing practices and the controls in place to govern them.
- Their organisation and its staff will make every effort to ensure that the controls are monitored and maintained and data sharing will only happen as described herein.
- Should their organisation wish to deviate from the practices and controls described here, they will review this data flow to ensure that these changes are captured.

Purpose and Justification for Sharing

Purpose

The Parties agree to use shared information only for the specific purposes set out in this document and to support the effective administration, audit, monitoring, regulatory inspection of services and reporting requirements.

The Parties accept that shared information shall not be regarded as general intelligence for the further use by recipient organisations unless that further purpose is defined in this agreement and respective service users have been informed of this intended change of use.

The purpose, specific to this information sharing arrangement, is identified as:

The Regional Adoption Agency is made up of Blackpool Council and Lancashire County Council. These two authorities are Data Controllers for the purpose of collecting and using information from potential adopters, members of the household, family members, other significant persons and partner agencies such as the Police, Health Services and the Disclosure and Barring Service in order to carry out statutory functions around the recruitment, assessment and approval of adopters; matching of

children in need of adoptive families; and post-adoption support.

Lancashire County Council is acting as the host organisation for the provision of these services. The provision of these services will involve the sharing of personal data between Blackpool Council and Lancashire County Council. The lawful basis for doing so is set out within this information sharing agreement and on the dedicated Regional Adoption Agency privacy that will be published.

Benefits

The benefits derived from this information sharing arrangement, are identified as:

The purpose of the RAA is to:

- Match children who have a plan of adoption with the most suitable adopters as quickly as possible.
- Provide a pool of adopters who are prepared and able to meet the needs of the children who need an adoptive placement.
- Ensure high quality adoption support is provided in a timely manner.

The children placed for adoption by both Lancashire and Blackpool, and those placed by other adoption agencies within Lancashire and Blackpool once support responsibility falls will benefit from the above.

Matching children in a timely manner will mean they are placed with their permanent family at the earliest stage possible so they can begin to form attachments to their new parent(s) and experienced stability and consistency of care, and legal permanence.

Adoptive parents assessed by the RAA will feel well prepared to meet the needs of the children who are placed with them and will feel able to ask for support and receive responsive and insightful support.

There will be more opportunity for matches to be made within the RAA which in the shorter and longer term will mean that support to adoptive families is more local and accessible.

Restrictions on other use and further disclosure

It is recognised that unless the law specifically requires or permits this, shared information will not be used for different purposes or further disclosed. Even where the law permits further disclosure, in line with good practice the originating data controller will be consulted first and depending on the circumstances, it may be necessary for the data subject to be informed of the disclosure.

The Information Being Shared

Types of Information

The types of information, to be shared under this agreement, are identified as:

- Personal
- Special Category Personal Data

Data Subjects

The data subjects, whose information is to be shared under this agreement, are identified as:

- Relatives, guardians and associates of subject
- Residents

Data Fields to be Shared

The Personal data items, to be shared under this agreement, are:

- Address
- Age
- Device Mobile Phone / Device IMEI No
- DOB
- Driving licence / number
- Email Address
- Gender
- Home Phone Number
- Income / Financial / Tax Situation
- Living Habits
- Marital Status
- Mobile Phone Number
- Name
- NHS Number
- NI Number
- Other General Identifier
- Photograph
- Physical Description
- Postcode
- Sex

The Special Category data items, to be shared under this agreement, are:

- Bank / payment details
- Criminal Proceedings / Outcomes / Sentence
- Education / Professional Training
- Employment / Career History
- Family / Lifestyle / Social Circumstance
- Financial Affairs
- Offences Committed / Alleged to have Committed
- Physical / Mental Health or Condition
- Racial / Ethnic Origin
- Religion or Other Beliefs
- Sexual Life / Orientation
- Trade Union membership

The other specific data fields, to be shared under this agreement, are:

All information about adopters, children and services delivered by both councils. This will include the following personal data and special category personal data:

- Title
- Surname
- Forename
- Preferred Name
- Gender
- DOB
- Address
- Ethnicity
- Contact numbers and email address
- Marital Status
- Relationships
- Unique system login ID applied by data controller

Within assessments we will also hold a significant amount of additional personal and highly sensitive information such as

- details of past offences
- employment and education history
- medical history
- motivation to adopt
- personal beliefs and views
- social history
- parenting capacity
- personal circumstances

Information Security & Confidentiality

Organisational and technical measures

The Parties shall take appropriate technical, security and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data.

Data Transfer Modes and Controls

Transfer Mode	Controls
Electronic data transferred by email	<ul style="list-style-type: none"> • Secure encrypted email • Email address confirmed
Information delivered by voice	

Frequency of Exchange	Number of Records
Ad-hoc	Transfer - 1-10

Post Transfer Storage and Security

Physical location and method of storage:

- Server - personal / shared drive - on organisations premises
- Server - system on organisation premises
- Secure storage on organisations premises

Data security after transfer:

- Area accessed by key / keypad / access card
- Smartcard / system password

Access controls after transfer:

- Key allocation
- System login

Data Protection Impact Assessment

Lawful basis for sharing personal information

Statutory duty / power to share

The legislation and/or regulations providing a mandatory duty or discretionary express or implied power for each of the relevant public authority partners to this agreement to share personal data for the purposes described in this agreement, are:

In circumstances where there is a requirement to provide urgent care, the Regional Adoption Agency will process the personal data of data subjects without consent. The lawful basis relied on is GDPR Article 6 (1) c Legal Obligation and Article 9 (2) h Provision of social care systems and services. Where safeguarding concerns exist personal data is processed without consent using GDPR Article 6 (1) e Public Interest and GDPR Article 9 (2) g Substantial Public Interest.

Sharing on the basis of informed consent

The consent model(s) used for this sharing arrangement is / are:

Not required - please specify justification / exemption

- Exemption reason / justification: In circumstances where there is a requirement to provide urgent care, the Regional Adoption Agency will process the personal data of data subjects without consent. The lawful basis relied on is GDPR Article 6 (1) c Legal Obligation and Article 9 (2) h Provision of social care systems and services. Where safeguarding concerns exist personal data is processed without consent using GDPR Article 6 (1) e Public Interest and GDPR Article 9 (2) g Substantial Public Interest.

GDPR legitimising conditions

The Article 6 conditions relied on for this agreement are:

Consent of the data subject

- Task carried out in the public interest / authority vested in the controller
-

The Article 9 conditions relied on for this agreement are:

Explicit consent of the data subject

- Necessary for public functions
-

Informing Individuals

The privacy notice / amendments relevant to this data sharing arrangement are:

No

Adequacy, relevance, necessity

The following checks have been made regarding the adequacy, relevance and necessity for the collection of personal and / or sensitive data:

The Regional Adoption Agency employees will all be required to abide by Information Governance policies.

Provisions for the accuracy of the data

The following provisions have been made to ensure information will be kept up to date and checked for accuracy and completeness by all organisations:

- Assurance in place (e.g. DSP, PSN)
- Staff aware of responsibilities when working with data
- Clear retention schedules
- Integrity checks maintained

Retention and disposal requirements

The following arrangements have been made to manage the retention and disposal of data by all organisations:

- Assurance in place (e.g. DSP, PSN)
- Policies and procedures which state / define Retention schedules
- Policies and procedures which state / define Disposal methods and criteria

Individual rights

Subject Access Requests for individual records will be dealt with as follows:

- Assurance in place (e.g. DSP, PSN)
- Clearly defined procedures in place for Subject Access Requests for individuals

- Clearly defined procedures in place to handle rectification and blocking of data

Technical and organisational measures

The receiving organisation's policies, processes and standard operating procedures can be described as follows:

Assurance in place (e.g. DSP, PSN)

- Clearly defined
- Up-to-date
- Readily available
- Understandable (in plain English) for staff to use
-

The receiving organisation manages incidents according to the following:

Reviewed including any root cause analysis and action plans

-

The receiving organisation's training for both the system and data can be described as:

Assurance in place (e.g. DSP, PSN)

- Users are aware of their responsibilities when using the asset
- Regularly trained and tested on their understanding
- Understand what to do in the event of a breach or incident
-

The receiving organisation's security control for the asset can be described as:

Assurance in place (e.g. DSP, PSN)

- Secure connection (e.g. https:)
- Secure access (e.g. password protected)
- Managed so only authorised persons can access and access routinely checked
- Audit trail of interactions
-

The receiving organisation's business continuity arrangements are:

Assurance in place (e.g. DSP, PSN)

- Clear business continuity arrangements
- Users are aware of arrangements and appropriately trained
- Regularly reviewed and updated (at least annually)
-

The receiving organisation's disaster recovery arrangements are:

- Assurance in place (e.g. DSP, PSN)
- Regularly reviewed and updated (at least annually)
- Electronic part of a disaster recovery testing regime, regularly tested

The third party / supplier contracts contain all the necessary Information Governance clauses including information about Data Protection (2018) and Freedom of Information (2000):

Yes

Risk Assessment

Description	Controls	Initial Rating	Actions	Final Rating
<p>Any personal identifiable or sensitive information must not be sent outside of an organisation in a standard, unencrypted e-mail. The identity of the recipient must also be confirmed. Not all of the recommended controls are in place.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Secure encrypted email • Email address confirmed <p>Missing recommended controls:</p> <ul style="list-style-type: none"> • Password protected document 	<p>Significant</p>	<p>Accept / tolerate A secure encrypted email link is in place between Lancashire County Council and Blackpool Council. It has been agreed that the existing controls put in place by each data controller remove the requirement to password-protect documents attached to emails.</p>	<p>Significant</p>
<p>Not all of the recommended controls are in place to provide assurance of the information being delivered by voice.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Delivered to intended recipient or department • Recipient(s) work for trusted organisation • Contact number verified and consent checks made <p>Missing recommended controls:</p> <ul style="list-style-type: none"> • Secure / private meeting location or sent and received in a 'Safe Haven' 	<p>Significant</p>	<p>Accept / tolerate Data controllers may not always be able to guarantee private meeting locations when conducting Regional Adoption Agency work. All Regional Adoption Agency data processing via telephone must be done with an awareness of confidentiality requirements. All Lancashire County Council employees are made aware of confidentiality requirements and all must abide by Lancashire County Council's Confidentiality Policy.</p>	<p>Low</p>
<p>Servers hosted within the</p>	<p>Data storage after transfer:</p>	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>

<p>UK are bound by UK Law and legislation. You must ensure that the necessary due diligence and checks are made. Make sure access is controlled.</p>	<ul style="list-style-type: none"> • Server - personal / shared drive - on organisations premises • Server - system on organisation premises • Secure storage on organisations premises 			
<p>At least one control is in place which enables the information to be accessed securely in the receiving organisation.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Key allocation • System login 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>At least one control is in place which enables the information to be accessed securely in the receiving organisation.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Area accessed by key / keypad / access card • Smartcard / system password 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>All of the minimum recommended controls are in place relating to the accuracy and completeness of the data.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Staff aware of responsibilities when working with data • Clear retention schedules • Integrity checks maintained 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>All of the minimum recommended controls are in place relating to the retention and disposal of the data.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Policies and procedures which state / define Retention schedules • Policies and procedures which state / define Disposal methods and criteria 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>All of the minimum</p>	<p>Controls in place:</p>	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>

recommended controls are in place relating to subject access requests.	<ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clearly defined procedures in place for Subject Access Requests for individuals • Clearly defined procedures in place to handle rectification and blocking of data 			
Policies, processes and standard operating procedures for the asset / data are clearly defined, up-to-date, understandable and readily available.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clearly defined • Up-to-date • Readily available • Understandable (in plain English) for staff to use 	Low	Accept / tolerate	Low
Incidents are reviewed appropriately.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Reviewed including any root cause analysis and action plans 	Low	Accept / tolerate	Low
Users of the data are regularly trained, aware of their responsibilities and understand what to do in the event of breach.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Users are aware of their responsibilities when using the asset • Regularly trained and tested on their understanding • Understand what to do in the event of a breach or incident 	Low	Accept / tolerate	Low
The asset / data is secure, controlled and interactions recorded.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Secure connection (e.g. https:) • Secure access (e.g. password protected) • Managed so only authorised persons 	Low	Accept / tolerate	Low

	<p>can access and access routinely checked</p> <ul style="list-style-type: none"> • Audit trail of interactions 			
<p>Business continuity arrangements are clear, users are aware and trained with regular reviews and updates.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clear business continuity arrangements • Users are aware of arrangements and appropriately trained • Regularly reviewed and updated (at least annually) 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>Disaster recovery arrangements are in place with regular review and testing where appropriate.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Regularly reviewed and updated (at least annually) • Electronic part of a disaster recovery testing regime, regularly tested 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>

Commencement, Termination and Review

This agreement will be reviewed every 24 months post commencement unless an earlier review for policy or legislative reasons is necessary.

The start date for this agreement is:

14/02/2020

The scheduled review date for this agreement is:

14/02/2022

This ISA shall be effective from the start date indicated above and shall continue in force until such time as the data sharing ends, this ISA is terminated by either Party, or this ISA is replaced by a new one.

Signatories

Organisation: BLACKPOOL COUNCIL

Signed By: Jonathan Pickup

Position: Information Asset Owner

Date: 14/02/2020

Organisation: LANCASHIRE COUNTY COUNCIL

Signed By: Adam Hillhouse

Position: Senior Officer

Date: 14/02/2020



Information Sharing Gateway

Regional Adoption Agency - LCC and Blackpool Council - Regional Adoption Agency - LCC and Blackpool Council - Panel documentation

Information Sharing Agreement

DF006228

Introduction

The Parties to this Information Sharing Agreement (ISA), except where indicated under "Parties to this Agreement", are signatories to the Information Sharing Gateway (ISG) Memorandum of Understanding.

This Memorandum of Understanding sets out the general principles of Information Governance that all organisations who access and use the Information Sharing Gateway have agreed to. It provides a framework for safeguarding the processing of data and information as defined by the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

General Principles

1. All signatories to this MoU agree to process personal information in accordance with their organisation's information governance policies and procedures, or as directed by the standards applicable to the information being processed.
2. Organisations are expected to identify and use appropriate information assurance framework¹ and will commit to complying with the relevant standards within that regime and sharing the evidence of attainment and any associated action plans on request with ISG partner organisations.
3. Each organisation shall have appointed a responsible / accountable officer who will ensure the protection of personal information for example a Caldicott Guardian, Data Protection Officer or a Senior Manager responsible for data protection.
4. Each organisation will take appropriate organisational and technical measures towards compliance with Data Protection Act 2018, Caldicott Principles, ISO 27001 Series of Information Security Standards, Freedom of Information Act 2000 and national guidance and rules around processing personal confidential information and other relevant legislation.
5. Each organisation is committed to identifying, documenting and risk assessing their data flows with any mitigating actions defined and agreed.
6. Each organisation is committed to ensuring staff are appropriately trained and comply with organisational policies in relation to Information Governance, including Data Protection, Confidentiality, Caldicott Principles, Data Security, Records Management and Freedom of Information.
7. Organisations will promptly notify other partner organisations of any Information Governance breach, vulnerability or threat that could affect the security of the data being shared.
8. Organisations will agree, security clearances permitting, to allow partner or lead organisations, or its representatives, to carry out audits or visits to confirm compliance with agreed assurance requirements.
9. Each organisation commits to ensure that the data is shared in a safe and secure manner meeting the agreed purpose of the sharing and protecting the rights and freedoms of individuals.
10. Any requests for information under the Freedom of Information Act 2000 or the Data Protection Act 2018 should be directed to the original organisation's FOIA Officer/Data Protection Officer.
11. Organisations may not create or establish onward sharing or sharing for an additional purpose without having first established a lawful basis for doing so and having the agreement of the original data controller.

¹ Appropriate information assurance framework for example Data Security and Protection Toolkit, ISO 27001, Public Service Network (PSN), Cyber Essentials

Parties named in this Agreement

The Parties listed below recognise their responsibilities for ensuring this agreement complies with all legislation and other requirements relevant to the personal data being shared, including the specific governance measures set out in this ISA.

Organisation	ISG Status	Senior Officer/Contact
BLACKPOOL COUNCIL (ICO: Z5720508) <i>Providing and Receiving Data</i>	MoU Signed: 21/05/2015 Assurance: Significant	Senior Officer: Debbie Topping Org Contact: informationgovernance@blackpool.gov.uk
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Responsible Senior Officers

The Responsible Senior Officers named above provide assurance that:

- The details captured in this Information Sharing Agreement accurately describe the data sharing practices and the controls in place to govern them.
- Their organisation and its staff will make every effort to ensure that the controls are monitored and maintained and data sharing will only happen as described herein.
- Should their organisation wish to deviate from the practices and controls described here, they will review this data flow to ensure that these changes are captured.

Purpose and Justification for Sharing

Purpose

The Parties agree to use shared information only for the specific purposes set out in this document and to support the effective administration, audit, monitoring, regulatory inspection of services and reporting requirements.

The Parties accept that shared information shall not be regarded as general intelligence for the further use by recipient organisations unless that further purpose is defined in this agreement and respective service users have been informed of this intended change of use.

The purpose, specific to this information sharing arrangement, is identified as:

The Regional Adoption Agency is made up of Blackpool Council and Lancashire County Council. These two authorities are Data Controllers for the purpose of collecting and using information from potential adopters, members of the household, family members, other significant persons and partner agencies such as the Police, Health Services and the Disclosure and Barring Service in order to carry out statutory functions around the recruitment, assessment and approval of adopters; matching of

children in need of adoptive families; and post-adoption support.

Lancashire County Council is acting as the host organisation for the provision of these services. The provision of these services will involve the sharing of personal data between Blackpool Council and Lancashire County Council. The lawful basis for doing so is set out within this information sharing agreement and on the dedicated Regional Adoption Agency privacy that will be published.

Benefits

The benefits derived from this information sharing arrangement, are identified as:

The purpose of the RAA is to:

- Match children who have a plan of adoption with the most suitable adopters as quickly as possible.
- Provide a pool of adopters who are prepared and able to meet the needs of the children who need an adoptive placement.
- Ensure high quality adoption support is provided in a timely manner.

The children placed for adoption by both Lancashire and Blackpool, and those placed by other adoption agencies within Lancashire and Blackpool once support responsibility falls will benefit from the above.

Matching children in a timely manner will mean they are placed with their permanent family at the earliest stage possible so they can begin to form attachments to their new parent(s) and experienced stability and consistency of care, and legal permanence.

Adoptive parents assessed by the RAA will feel well prepared to meet the needs of the children who are placed with them and will feel able to ask for support and receive responsive and insightful support.

There will be more opportunity for matches to be made within the RAA which in the shorter and longer term will mean that support to adoptive families is more local and accessible.

Restrictions on other use and further disclosure

It is recognised that unless the law specifically requires or permits this, shared information will not be used for different purposes or further disclosed. Even where the law permits further disclosure, in line with good practice the originating data controller will be consulted first and depending on the circumstances, it may be necessary for the data subject to be informed of the disclosure.

The Information Being Shared

Types of Information

The types of information, to be shared under this agreement, are identified as:

- Personal
- Special Category Personal Data

Data Subjects

The data subjects, whose information is to be shared under this agreement, are identified as:

- Relatives, guardians and associates of subject
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Data Fields to be Shared

The Personal data items, to be shared under this agreement, are:

- Address
- Age
- Device Mobile Phone / Device IMEI No
- DOB
- Driving licence / number
- Email Address
- Gender
- Home Phone Number
- Income / Financial / Tax Situation
- Living Habits
- Marital Status
- Mobile Phone Number
- Name
- NHS Number
- NI Number
- Other General Identifier
- Photograph
- Physical Description
- Postcode
- Sex

The Special Category data items, to be shared under this agreement, are:

- Bank / payment details
- Criminal Proceedings / Outcomes / Sentence
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- Employment / Career History
- Family / Lifestyle / Social Circumstance
- Financial Affairs
- Offences Committed / Alleged to have Committed
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- Racial / Ethnic Origin
- Religion or Other Beliefs
- Sexual Life / Orientation
- Trade Union membership

The other specific data fields, to be shared under this agreement, are:

All information about adopters, children and services delivered by both councils. This will include the following personal data and special category personal data:

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Information Security & Confidentiality

Organisational and technical measures

The Parties shall take appropriate technical, security and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data.

Data Transfer Modes and Controls

Transfer Mode	Controls
Electronic data transferred via automated system to system	<ul style="list-style-type: none"> • Data transferred via a secure network - Secure encrypted FTP
Electronic data transferred by email	<ul style="list-style-type: none"> • Secure encrypted email • Email address confirmed
Information delivered by voice	

Frequency of Exchange

Number of Records

Daily

Transfer - 11-50

Post Transfer Storage and Security

Physical location and method of storage:

- Server - personal / shared drive - on organisations premises
- Server - system on organisation premises
- Secure storage on organisations premises

Data security after transfer:

- Area accessed by key / keypad / access card
- Smartcard / system password

Access controls after transfer:

- Key allocation
- System login

Data Protection Impact Assessment

Lawful basis for sharing personal information

Statutory duty / power to share

The legislation and/or regulations providing a mandatory duty or discretionary express or implied power for each of the relevant public authority partners to this agreement to share personal data for the purposes described in this agreement, are:

Regional Adoption Agency panel documentation is processed to fulfil statutory requirements relating to the adoption process.

Sharing on the basis of informed consent

The consent model(s) used for this sharing arrangement is / are:

Implied under common law

- Exemption reason / justification: Regional Adoption Agency panel documentation is processed to fulfil statutory requirements relating to the adoption process.

GDPR legitimising conditions

The Article 6 conditions relied on for this agreement are:

Consent of the data subject

- Task carried out in the public interest / authority vested in the controller
-

The Article 9 conditions relied on for this agreement are:

Explicit consent of the data subject

- Necessary for public functions
-

Informing Individuals

The privacy notice / amendments relevant to this data sharing arrangement are:

None specified.

Adequacy, relevance, necessity

The following checks have been made regarding the adequacy, relevance and necessity for the collection of personal and / or sensitive data:

The Regional Adoption Agency employees will all be required to abide by Information Governance policies.

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- Assurance in place (e.g. DSP, PSN)
- Clearly defined procedures in place for Subject Access Requests for individuals
- Clearly defined procedures in place to handle rectification and blocking of data

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The receiving organisation's policies, processes and standard operating procedures can be described as follows:

Assurance in place (e.g. DSP, PSN)

- Clearly defined
- Up-to-date
- Readily available
- Understandable (in plain English) for staff to use
-

The receiving organisation manages incidents according to the following:

Reviewed including any root cause analysis and action plans

-

The receiving organisation's training for both the system and data can be described as:

Assurance in place (e.g. DSP, PSN)

- Users are aware of their responsibilities when using the asset
- Regularly trained and tested on their understanding
- Understand what to do in the event of a breach or incident
-

The receiving organisation's security control for the asset can be described as:

Assurance in place (e.g. DSP, PSN)

- Managed so only authorised persons can access and access routinely checked
- Audit trail of interactions
-

The receiving organisation's business continuity arrangements are:

Assurance in place (e.g. DSP, PSN)

- Clear business continuity arrangements
- Users are aware of arrangements and appropriately trained
- Regularly reviewed and updated (at least annually)
-

The receiving organisation's disaster recovery arrangements are:

Assurance in place (e.g. DSP, PSN)

- Regularly reviewed and updated (at least annually)
- Electronic part of a disaster recovery testing regime, regularly tested
-

The third party / supplier contracts contain all the necessary Information Governance clauses including

information about Data Protection (2018) and Freedom of Information (2000):

Yes

Risk Assessment

Description	Controls	Initial Rating	Actions	Final Rating
Any personal identifiable or sensitive information must not be sent outside of an organisation in a standard, unencrypted e-mail. The identity of the recipient must also be confirmed. Not all of the recommended controls are in place.	<p>Controls in place:</p> <ul style="list-style-type: none"> Secure encrypted email Email address confirmed <p>Missing recommended controls:</p> <ul style="list-style-type: none"> Password protected document 	Significant	Mitigate / reduce A secure encrypted email link is in place between Lancashire County Council and Blackpool Council. It has been agreed that the existing controls put in place by each data controller remove the requirement to password-protect documents attached to emails.	Significant
Automated electronic transfer is taking place over a controlled platform. Security controls should still be implemented and maintained.	<p>Controls in place:</p> <ul style="list-style-type: none"> Data transferred via a secure network - Secure encrypted FTP 	Low	Accept / tolerate	Low
Not all of the recommended controls are in place to provide assurance of the information being delivered by voice.	<p>Controls in place:</p> <ul style="list-style-type: none"> Contact number verified and consent checks made Delivered to intended recipient or department Recipient(s) work for trusted organisation <p>Missing recommended controls:</p> <ul style="list-style-type: none"> Secure / private meeting location or sent and received in a 'Safe Haven' 	Significant	Accept / tolerate Data controllers may not always be able to guarantee private meeting locations when conducting Regional Adoption Agency work. All Regional Adoption Agency data processing via telephone must be done with an awareness of confidentiality requirements. All Lancashire County Council employees are made aware of confidentiality requirements and all must abide by Lancashire County Council's Confidentiality Policy	Low

<p>Servers hosted within the UK are bound by UK Law and legislation. You must ensure that the necessary due diligence and checks are made. Make sure access is controlled.</p>	<p>Data storage after transfer:</p> <ul style="list-style-type: none"> • Server - personal / shared drive - on organisations premises • Server - system on organisation premises • Secure storage on organisations premises 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>At least one control is in place which enables the information to be accessed securely in the receiving organisation.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Key allocation • System login 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>At least one control is in place which enables the information to be accessed securely in the receiving organisation.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Area accessed by key / keypad / access card • Smartcard / system password 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>All of the minimum recommended controls are in place relating to the accuracy and completeness of the data.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Staff aware of responsibilities when working with data • Clear retention schedules • Integrity checks maintained 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>All of the minimum recommended controls are in place relating to the retention and disposal of the data.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Policies and procedures which state / define Retention schedules • Policies and procedures which state / define Disposal methods and criteria 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>All of the minimum</p>	<p>Controls in place:</p>	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>

<p>recommended controls are in place relating to subject access requests.</p>	<ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clearly defined procedures in place for Subject Access Requests for individuals • Clearly defined procedures in place to handle rectification and blocking of data 			
<p>Policies, processes and standard operating procedures for the asset / data are clearly defined, up-to-date, understandable and readily available.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clearly defined • Up-to-date • Readily available • Understandable (in plain English) for staff to use 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>Incidents are reviewed appropriately.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Reviewed including any root cause analysis and action plans 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>Users of the data are regularly trained, aware of their responsibilities and understand what to do in the event of breach.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Users are aware of their responsibilities when using the asset • Regularly trained and tested on their understanding • Understand what to do in the event of a breach or incident 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>The asset / data is secure, controlled and interactions recorded.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Managed so only authorised persons can access and access routinely checked • Audit trail of 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>

interactions			
<p>Business continuity arrangements are clear, users are aware and trained with regular reviews and updates.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clear business continuity arrangements • Users are aware of arrangements and appropriately trained • Regularly reviewed and updated (at least annually) 	<p>Low</p>	<p>Accept / tolerate</p> <p>Low</p>
<p>Disaster recovery arrangements are in place with regular review and testing where appropriate.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Regularly reviewed and updated (at least annually) • Electronic part of a disaster recovery testing regime, regularly tested 	<p>Low</p>	<p>Accept / tolerate</p> <p>Low</p>

Commencement, Termination and Review

This agreement will be reviewed every 24 months post commencement unless an earlier review for policy or legislative reasons is necessary.

The start date for this agreement is:

14/02/2020

The scheduled review date for this agreement is:

14/02/2022

This ISA shall be effective from the start date indicated above and shall continue in force until such time as the data sharing ends, this ISA is terminated by either Party, or this ISA is replaced by a new one.

Signatories

Organisation: BLACKPOOL COUNCIL

Signed By: Jonathan Pickup

Position: Senior Officer

Date: 14/02/2020

Organisation: LANCASHIRE COUNTY COUNCIL

Signed By: Adam Hillhouse

Position: Senior Officer

Date: 14/02/2020



Information Sharing Gateway

Regional Adoption Agency - LCC and Blackpool Council - Regional Adoption Agency - LCC and Blackpool Council - Family finding documentation

Information Sharing Agreement

DF006229

Introduction

The Parties to this Information Sharing Agreement (ISA), except where indicated under "Parties to this Agreement", are signatories to the Information Sharing Gateway (ISG) Memorandum of Understanding.

This Memorandum of Understanding sets out the general principles of Information Governance that all organisations who access and use the Information Sharing Gateway have agreed to. It provides a framework for safeguarding the processing of data and information as defined by the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

General Principles

1. All signatories to this MoU agree to process personal information in accordance with their organisation's information governance policies and procedures, or as directed by the standards applicable to the information being processed.
2. Organisations are expected to identify and use appropriate information assurance framework¹ and will commit to complying with the relevant standards within that regime and sharing the evidence of attainment and any associated action plans on request with ISG partner organisations.
3. Each organisation shall have appointed a responsible / accountable officer who will ensure the protection of personal information for example a Caldicott Guardian, Data Protection Officer or a Senior Manager responsible for data protection.
4. Each organisation will take appropriate organisational and technical measures towards compliance with Data Protection Act 2018, Caldicott Principles, ISO 27001 Series of Information Security Standards, Freedom of Information Act 2000 and national guidance and rules around processing personal confidential information and other relevant legislation.
5. Each organisation is committed to identifying, documenting and risk assessing their data flows with any mitigating actions defined and agreed.
6. Each organisation is committed to ensuring staff are appropriately trained and comply with organisational policies in relation to Information Governance, including Data Protection, Confidentiality, Caldicott Principles, Data Security, Records Management and Freedom of Information.
7. Organisations will promptly notify other partner organisations of any Information Governance breach, vulnerability or threat that could affect the security of the data being shared.
8. Organisations will agree, security clearances permitting, to allow partner or lead organisations, or its representatives, to carry out audits or visits to confirm compliance with agreed assurance requirements.
9. Each organisation commits to ensure that the data is shared in a safe and secure manner meeting the agreed purpose of the sharing and protecting the rights and freedoms of individuals.
10. Any requests for information under the Freedom of Information Act 2000 or the Data Protection Act 2018 should be directed to the original organisation's FOIA Officer/Data Protection Officer.
11. Organisations may not create or establish onward sharing or sharing for an additional purpose without having first established a lawful basis for doing so and having the agreement of the original data controller.

¹ Appropriate information assurance framework for example Data Security and Protection Toolkit, ISO 27001, Public Service Network (PSN), Cyber Essentials

Parties named in this Agreement

The Parties listed below recognise their responsibilities for ensuring this agreement complies with all legislation and other requirements relevant to the personal data being shared, including the specific governance measures set out in this ISA.

Organisation	ISG Status	Senior Officer/Contact
BLACKPOOL COUNCIL (ICO: Z5720508) <i>Providing and Receiving Data</i>	MoU Signed: 21/05/2015 Assurance: Significant	Senior Officer: Debbie Topping Org Contact: informationgovernance@blackpool.gov.uk
LANCASHIRE COUNTY COUNCIL (ICO: Z542705X) <i>Providing and Receiving Data</i>	MoU Signed: 13/12/2018 Assurance: Significant	Senior Officer: DPO Org Contact: informationgovernance@lancashire.gov.uk

Responsible Senior Officers

The Responsible Senior Officers named above provide assurance that:

- The details captured in this Information Sharing Agreement accurately describe the data sharing practices and the controls in place to govern them.
- Their organisation and its staff will make every effort to ensure that the controls are monitored and maintained and data sharing will only happen as described herein.
- Should their organisation wish to deviate from the practices and controls described here, they will review this data flow to ensure that these changes are captured.

Purpose and Justification for Sharing

Purpose

The Parties agree to use shared information only for the specific purposes set out in this document and to support the effective administration, audit, monitoring, regulatory inspection of services and reporting requirements.

The Parties accept that shared information shall not be regarded as general intelligence for the further use by recipient organisations unless that further purpose is defined in this agreement and respective service users have been informed of this intended change of use.

The purpose, specific to this information sharing arrangement, is identified as:

The Regional Adoption Agency is made up of Blackpool Council and Lancashire County Council. These two authorities are Data Controllers for the purpose of collecting and using information from potential adopters, members of the household, family members, other significant persons and partner agencies such as the Police, Health Services and the Disclosure and Barring Service in order to carry out statutory functions around the recruitment, assessment and approval of adopters; matching of

children in need of adoptive families; and post-adoption support.

Lancashire County Council is acting as the host organisation for the provision of these services. The provision of these services will involve the sharing of personal data between Blackpool Council and Lancashire County Council. The lawful basis for doing so is set out within this information sharing agreement and on the dedicated Regional Adoption Agency privacy that will be published.

Benefits

The benefits derived from this information sharing arrangement, are identified as:

The purpose of the RAA is to:

- Match children who have a plan of adoption with the most suitable adopters as quickly as possible.
- Provide a pool of adopters who are prepared and able to meet the needs of the children who need an adoptive placement.
- Ensure high quality adoption support is provided in a timely manner.

The children placed for adoption by both Lancashire and Blackpool, and those placed by other adoption agencies within Lancashire and Blackpool once support responsibility falls will benefit from the above.

Matching children in a timely manner will mean they are placed with their permanent family at the earliest stage possible so they can begin to form attachments to their new parent(s) and experienced stability and consistency of care, and legal permanence.

Adoptive parents assessed by the RAA will feel well prepared to meet the needs of the children who are placed with them and will feel able to ask for support and receive responsive and insightful support.

There will be more opportunity for matches to be made within the RAA which in the shorter and longer term will mean that support to adoptive families is more local and accessible.

Restrictions on other use and further disclosure

It is recognised that unless the law specifically requires or permits this, shared information will not be used for different purposes or further disclosed. Even where the law permits further disclosure, in line with good practice the originating data controller will be consulted first and depending on the circumstances, it may be necessary for the data subject to be informed of the disclosure.

The Information Being Shared

Types of Information

The types of information, to be shared under this agreement, are identified as:

- Personal
- Special Category Personal Data

Data Subjects

The data subjects, whose information is to be shared under this agreement, are identified as:

- Relatives, guardians and associates of subject
- Residents

Data Fields to be Shared

The Personal data items, to be shared under this agreement, are:

- Address
- Age
- DOB
- Driving licence / number
- Email Address
- Gender
- Home Phone Number
- Income / Financial / Tax Situation
- Living Habits
- Marital Status
- Mobile Phone Number
- Name
- NHS Number
- NI Number
- Other General Identifier
- Photograph
- Physical Description
- Postcode
- Sex

The Special Category data items, to be shared under this agreement, are:

- Bank / payment details
- Criminal Proceedings / Outcomes / Sentence
- Education / Professional Training
- Employment / Career History
- Family / Lifestyle / Social Circumstance
- Financial Affairs
- Offences Committed / Alleged to have Committed
- Physical / Mental Health or Condition
- Racial / Ethnic Origin
- Religion or Other Beliefs
- Sexual Life / Orientation
- Trade Union membership

The other specific data fields, to be shared under this agreement, are:

All information about adopters, children and services delivered by both councils. This will include the

following personal data and special category personal data:

- Title
- Surname
- Forename
- Preferred Name
- Gender
- DOB
- Address
- Ethnicity
- Contact numbers and email address
- Marital Status
- Relationships
- Unique system login ID applied by data controller

Within assessments we will also hold a significant amount of additional personal and highly sensitive information such as

- details of past offences
- employment and education history
- medical history
- motivation to adopt
- personal beliefs and views
- social history
- parenting capacity
- personal circumstances

Information Security & Confidentiality

Organisational and technical measures

The Parties shall take appropriate technical, security and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data.

Data Transfer Modes and Controls

Transfer Mode	Controls
Electronic data transferred by email	<ul style="list-style-type: none"> • Secure encrypted email • Email address confirmed
Information delivered by voice	

Frequency of Exchange	Number of Records
Weekly	Transfer - 101-300

Post Transfer Storage and Security

Physical location and method of storage:

- Server - personal / shared drive - on organisations premises
- Server - system on organisation premises
- Secure storage on organisations premises

Data security after transfer:

- Area accessed by key / keypad / access card
- Smartcard / system password

Access controls after transfer:

- Key allocation
- System login

Data Protection Impact Assessment

Lawful basis for sharing personal information

Statutory duty / power to share

The legislation and/or regulations providing a mandatory duty or discretionary express or implied power for each of the relevant public authority partners to this agreement to share personal data for the purposes described in this agreement, are:

The legal basis we rely upon for processing personal data about prospective adopters expressing an interest in adopting is consent. Consent also applies for information uploaded by potential adopters when registering with LinkMaker.

Personal data about children placed for adoption is processed to satisfy our obligations under the Children's Act 1989 and the Adoption Agencies Regulations 2005.

Sharing on the basis of informed consent

The consent model(s) used for this sharing arrangement is / are:

Explicit / Express - please evidence consent model Not

- required - please specify justification / exemption

Exemption reason / justification: The legal basis we rely upon for processing personal data about prospective adopters expressing an interest in adopting is consent. Personal data about children placed for adoption is processed to satisfy our obligations under the Children's Act 1989 and the Adoption Agencies Regulations 2005.

GDPR legitimising conditions

The Article 6 conditions relied on for this agreement are:

Consent of the data subject

- Task carried out in the public interest / authority vested in the controller

The Article 9 conditions relied on for this agreement are:

Explicit consent of the data subject

- Necessary for public functions

Informing Individuals

The privacy notice / amendments relevant to this data sharing arrangement are:

None specified.

Adequacy, relevance, necessity

The following checks have been made regarding the adequacy, relevance and necessity for the collection of personal and / or sensitive data:

The process is a statutory requirement. The personal data is processed to meet these requirements.

Provisions for the accuracy of the data

The following provisions have been made to ensure information will be kept up to date and checked for accuracy and completeness by all organisations:

- Assurance in place (e.g. DSP, PSN)
- Staff aware of responsibilities when working with data
- Clear retention schedules
- Integrity checks maintained

Retention and disposal requirements

The following arrangements have been made to manage the retention and disposal of data by all organisations:

- Assurance in place (e.g. DSP, PSN)
- Policies and procedures which state / define Retention schedules
- Policies and procedures which state / define Disposal methods and criteria

Individual rights

Subject Access Requests for individual records will be dealt with as follows:

- Assurance in place (e.g. DSP, PSN)
- Clearly defined procedures in place for Subject Access Requests for individuals

- Clearly defined procedures in place to handle rectification and blocking of data

Technical and organisational measures

The receiving organisation's policies, processes and standard operating procedures can be described as follows:

Assurance in place (e.g. DSP, PSN)

- Clearly defined
- Up-to-date
- Readily available
- Understandable (in plain English) for staff to use
-

The receiving organisation manages incidents according to the following:

Reviewed including any root cause analysis and action plans

-

The receiving organisation's training for both the system and data can be described as:

Assurance in place (e.g. DSP, PSN)

- Users are aware of their responsibilities when using the asset
- Regularly trained and tested on their understanding
- Understand what to do in the event of a breach or incident
-

The receiving organisation's security control for the asset can be described as:

Assurance in place (e.g. DSP, PSN)

- Secure connection (e.g. https:)
- Secure access (e.g. password protected)
- Secure encrypted device (e.g. data stick)
- Managed so only authorised persons can access and access routinely checked
- Audit trail of interactions
-

The receiving organisation's business continuity arrangements are:

Assurance in place (e.g. DSP, PSN)

- Clear business continuity arrangements
- Users are aware of arrangements and appropriately trained
- Regularly reviewed and updated (at least annually)
-

The receiving organisation's disaster recovery arrangements are:

- Assurance in place (e.g. DSP, PSN)
- Regularly reviewed and updated (at least annually)
- Electronic part of a disaster recovery testing regime, regularly tested

The third party / supplier contracts contain all the necessary Information Governance clauses including information about Data Protection (2018) and Freedom of Information (2000):

Yes

Risk Assessment

Description	Controls	Initial Rating	Actions	Final Rating
Any personal identifiable or sensitive information must not be sent outside of an organisation in a standard, unencrypted e-mail. The identity of the recipient must also be confirmed. Not all of the recommended controls are in place.	<p>Controls in place:</p> <ul style="list-style-type: none"> Secure encrypted email Email address confirmed <p>Missing recommended controls:</p> <ul style="list-style-type: none"> Password protected document 	Significant	<p>Accept / tolerate</p> <p>A secure encrypted email link is in place between Lancashire County Council and Blackpool Council. It has been agreed that the existing controls put in place by each data controller remove the requirement to password-protect documents attached to emails.</p>	Significant
Not all of the recommended controls are in place to provide assurance of the information being delivered by voice.	<p>Controls in place:</p> <ul style="list-style-type: none"> Delivered to intended recipient or department Recipient(s) work for trusted organisation Contact number verified and consent checks made <p>Missing recommended controls:</p> <ul style="list-style-type: none"> Secure / private meeting location or sent and received in a 'Safe Haven' 	Significant	<p>Accept / tolerate</p> <p>Data controllers may not always be able to guarantee private meeting locations when conducting Regional Adoption Agency work. All Regional Adoption Agency data processing via telephone must be done with an awareness of confidentiality requirements. All Lancashire County Council employees are made aware of confidentiality requirements and all must abide by Lancashire County Council's Confidentiality Policy.</p>	Low
Servers hosted within the	Controls in place:	Low	Accept / tolerate	Low

<p>UK are bound by UK Law and legislation. You must ensure that the necessary due diligence and checks are made. Make sure access is controlled.</p>	<ul style="list-style-type: none"> • Server - personal / shared drive - on organisations premises • Server - system on organisation premises • Secure storage on organisations premises 			
<p>At least one control is in place which enables the information to be accessed securely in the receiving organisation.</p>	<p>Controls in place:</p>	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
	<ul style="list-style-type: none"> • Key allocation • System login 			
<p>At least one control is in place which enables the information to be accessed securely in the receiving organisation.</p>	<p>Controls in place:</p>	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
	<ul style="list-style-type: none"> • Area accessed by key / keypad / access card • Smartcard / system password 			
<p>All of the minimum recommended controls are in place relating to the accuracy and completeness of the data.</p>	<p>Controls in place:</p>	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
	<ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Staff aware of responsibilities when working with data • Clear retention schedules • Integrity checks maintained 			
<p>All of the minimum recommended controls are in place relating to the retention and disposal of the data.</p>	<p>Controls in place:</p>	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
	<ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Policies and procedures which state / define Retention schedules • Policies and procedures which state / define Disposal methods and criteria 			
<p>All of the minimum</p>	<p>Controls in place:</p>	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>

<p>recommended controls are in place relating to subject access requests.</p>	<ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clearly defined procedures in place for Subject Access Requests for individuals • Clearly defined procedures in place to handle rectification and blocking of data 			
<p>Policies, processes and standard operating procedures for the asset / data are clearly defined, up-to-date, understandable and readily available.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clearly defined • Up-to-date • Readily available • Understandable (in plain English) for staff to use 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>Incidents are reviewed appropriately.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Reviewed including any root cause analysis and action plans 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>Users of the data are regularly trained, aware of their responsibilities and understand what to do in the event of breach.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Users are aware of their responsibilities when using the asset • Regularly trained and tested on their understanding • Understand what to do in the event of a breach or incident 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>The asset / data is secure, controlled and interactions recorded.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Secure connection (e.g. https:) • Secure access (e.g. password protected) • Secure encrypted device (e.g. data) 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>

	stick) <ul style="list-style-type: none"> • Managed so only authorised persons can access and access routinely checked • Audit trail of interactions 			
Business continuity arrangements are clear, users are aware and trained with regular reviews and updates.	Controls in place: <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clear business continuity arrangements • Users are aware of arrangements and appropriately trained • Regularly reviewed and updated (at least annually) 	Low	Accept / tolerate	Low
Disaster recovery arrangements are in place with regular review and testing where appropriate.	Controls in place: <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Regularly reviewed and updated (at least annually) • Electronic part of a disaster recovery testing regime, regularly tested 	Low	Accept / tolerate	Low

Commencement, Termination and Review

This agreement will be reviewed every 24 months post commencement unless an earlier review for policy or legislative reasons is necessary.

The start date for this agreement is:

14/02/2020

The scheduled review date for this agreement is:

14/02/2022

This ISA shall be effective from the start date indicated above and shall continue in force until such time as

the data sharing ends, this ISA is terminated by either Party, or this ISA is replaced by a new one.

Signatories

Organisation:	BLACKPOOL COUNCIL
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Signed By:	Jonathan Pickup
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Position:	Senior Officer
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Date:	14/02/2020
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Organisation:	LANCASHIRE COUNTY COUNCIL
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Signed By:	Adam Hillhouse
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Position:	Senior Officer
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Date:	14/02/2020
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Information Sharing Gateway

Regional Adoption Agency - LCC and Blackpool Council - Regional Adoption Agency - LCC and Blackpool Council - Reporting documentation

Information Sharing Agreement

DF006230

Introduction

The Parties to this Information Sharing Agreement (ISA), except where indicated under "Parties to this Agreement", are signatories to the Information Sharing Gateway (ISG) Memorandum of Understanding.

This Memorandum of Understanding sets out the general principles of Information Governance that all organisations who access and use the Information Sharing Gateway have agreed to. It provides a framework for safeguarding the processing of data and information as defined by the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

General Principles

1. All signatories to this MoU agree to process personal information in accordance with their organisation's information governance policies and procedures, or as directed by the standards applicable to the information being processed.
2. Organisations are expected to identify and use appropriate information assurance framework¹ and will commit to complying with the relevant standards within that regime and sharing the evidence of attainment and any associated action plans on request with ISG partner organisations.
3. Each organisation shall have appointed a responsible / accountable officer who will ensure the protection of personal information for example a Caldicott Guardian, Data Protection Officer or a Senior Manager responsible for data protection.
4. Each organisation will be take appropriate organisational and technical measures towards compliance with Data Protection Act 2018, Caldicott Principles, ISO 27001 Series of Information Security Standards, Freedom of Information Act 2000 and national guidance and rules around processing personal confidential information and other relevant legislation.
5. Each organisation is committed to identifying, documenting and risk assessing their data flows with any mitigating actions defined and agreed.
6. Each organisation is committed to ensuring staff are appropriately trained and comply with organisational policies in relation to Information Governance, including Data Protection, Confidentiality, Caldicott Principles, Data Security, Records Management and Freedom of Information.
7. Organisations will promptly notify other partner organisations of any Information Governance breach, vulnerability or threat that could affect the security of the data being shared.
8. Organisations will agree, security clearances permitting, to allow partner or lead organisations, or its representatives, to carry out audits or visits to confirm compliance with agreed assurance requirements.
9. Each organisation commits to ensure that the data is shared in a safe and secure manner meeting the agreed purpose of the sharing and protecting the rights and freedoms of individuals.
10. Any requests for information under the Freedom of Information Act 2000 or the Data Protection Act 2018 should be directed to the original organisation's FOIA Officer/Data Protection Officer.
11. Organisations may not create or establish onward sharing or sharing for an additional purpose without having first established a lawful basis for doing so and having the agreement of the original data controller.

¹ Appropriate information assurance framework for example Data Security and Protection Toolkit, ISO 27001, Public Service Network (PSN), Cyber Essentials

Parties named in this Agreement

The Parties listed below recognise their responsibilities for ensuring this agreement complies with all legislation and other requirements relevant to the personal data being shared, including the specific governance measures set out in this ISA.

Organisation	ISG Status	Senior Officer/Contact
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LANCASHIRE COUNTY COUNCIL (ICO: Z542705X) <i>Providing and Receiving Data</i>	MoU Signed: 13/12/2018 Assurance: Significant	Senior Officer: DPO Org Contact: informationgovernance@lancashire.gov.uk

Responsible Senior Officers

The Responsible Senior Officers named above provide assurance that:

- The details captured in this Information Sharing Agreement accurately describe the data sharing practices and the controls in place to govern them.
- Their organisation and its staff will make every effort to ensure that the controls are monitored and maintained and data sharing will only happen as described herein.
- Should their organisation wish to deviate from the practices and controls described here, they will review this data flow to ensure that these changes are captured.

Purpose and Justification for Sharing

Purpose

The Parties agree to use shared information only for the specific purposes set out in this document and to support the effective administration, audit, monitoring, regulatory inspection of services and reporting requirements.

The Parties accept that shared information shall not be regarded as general intelligence for the further use by recipient organisations unless that further purpose is defined in this agreement and respective service users have been informed of this intended change of use.

The purpose, specific to this information sharing arrangement, is identified as:

The Regional Adoption Agency is made up of Blackpool Council and Lancashire County Council. These two authorities are Data Controllers for the purpose of collecting and using information from potential adopters, members of the household, family members, other significant persons and partner agencies such as the Police, Health Services and the Disclosure and Barring Service in order to carry out statutory functions around the recruitment, assessment and approval of adopters; matching of

children in need of adoptive families; and post-adoption support.

Lancashire County Council is acting as the host organisation for the provision of these services. The provision of these services will involve the sharing of personal data between Blackpool Council and Lancashire County Council. The lawful basis for doing so is set out within this information sharing agreement and on the dedicated Regional Adoption Agency privacy that will be published.

Benefits

The benefits derived from this information sharing arrangement, are identified as:

The purpose of the RAA is to:

- Match children who have a plan of adoption with the most suitable adopters as quickly as possible.
- Provide a pool of adopters who are prepared and able to meet the needs of the children who need an adoptive placement.
- Ensure high quality adoption support is provided in a timely manner.

The children placed for adoption by both Lancashire and Blackpool, and those placed by other adoption agencies within Lancashire and Blackpool once support responsibility falls will benefit from the above.

Matching children in a timely manner will mean they are placed with their permanent family at the earliest stage possible so they can begin to form attachments to their new parent(s) and experienced stability and consistency of care, and legal permanence.

Adoptive parents assessed by the RAA will feel well prepared to meet the needs of the children who are placed with them and will feel able to ask for support and receive responsive and insightful support.

There will be more opportunity for matches to be made within the RAA which in the shorter and longer term will mean that support to adoptive families is more local and accessible.

Restrictions on other use and further disclosure

It is recognised that unless the law specifically requires or permits this, shared information will not be used for different purposes or further disclosed. Even where the law permits further disclosure, in line with good practice the originating data controller will be consulted first and depending on the circumstances, it may be necessary for the data subject to be informed of the disclosure.

The Information Being Shared

Types of Information

The types of information, to be shared under this agreement, are identified as:

- Personal
- Special Category Personal Data

Data Subjects

The data subjects, whose information is to be shared under this agreement, are identified as:

- Relatives, guardians and associates of subject
- Residents

Data Fields to be Shared

The Personal data items, to be shared under this agreement, are:

- Age
- DOB
- Email Address
- Gender
- Marital Status
- Name
- Other General Identifier
- Physical Description
- Sex

The Special Category data items, to be shared under this agreement, are:

- Offences Committed / Alleged to have Committed
- Racial / Ethnic Origin
- Sexual Life / Orientation

The other specific data fields, to be shared under this agreement, are:

All information about adopters, children and services delivered by both councils. This will include the following personal data and special category personal data:

- Title
- Surname
- Forename
- Preferred Name
- Gender
- DOB
- Address
- Ethnicity
- Contact numbers and email address
- Marital Status
- Relationships
- Unique system login ID applied by data controller

Within assessments we will also hold a significant amount of additional personal and highly sensitive information such as

- details of past offences

- employment and education history
- medical history
- motivation to adopt
- personal beliefs and views
- social history
- parenting capacity
- personal circumstances

Information Security & Confidentiality

Organisational and technical measures

The Parties shall take appropriate technical, security and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data.

Data Transfer Modes and Controls

Transfer Mode	Controls
Electronic data transferred by email	<ul style="list-style-type: none"> • Secure encrypted email • Email address confirmed

Frequency of Exchange	Number of Records
Weekly	Transfer - 101-300

Post Transfer Storage and Security

Physical location and method of storage:

- Server - personal / shared drive - on organisations premises
- Server - system on organisation premises
- Secure storage on organisations premises

Data security after transfer:

- Area accessed by key / keypad / access card
- Smartcard / system password

Access controls after transfer:

- Key allocation
- System login

Data Protection Impact Assessment

Lawful basis for sharing personal information

Statutory duty / power to share

The legislation and/or regulations providing a mandatory duty or discretionary express or implied power for each of the relevant public authority partners to this agreement to share personal data for the purposes described in this agreement, are:

Regional Adoption Agency reporting documentation is processed to fulfil statutory requirements relating to the adoption process.

Sharing on the basis of informed consent

The consent model(s) used for this sharing arrangement is / are:

Implied under common law

- Exemption reason / justification: Regional Adoption Agency reporting documentation is processed to fulfil statutory requirements relating to the adoption process.

GDPR legitimising conditions

The Article 6 conditions relied on for this agreement are:

Consent of the data subject

- Task carried out in the public interest / authority vested in the controller
-

The Article 9 conditions relied on for this agreement are:

Explicit consent of the data subject

- Necessary for public functions
-

Informing Individuals

The privacy notice / amendments relevant to this data sharing arrangement are:

No

Adequacy, relevance, necessity

The following checks have been made regarding the adequacy, relevance and necessity for the collection of personal and / or sensitive data:

The Regional Adoption Agency employees will all be required to abide by Information Governance policies.

Provisions for the accuracy of the data

The following provisions have been made to ensure information will be kept up to date and checked for accuracy and completeness by all organisations:

- Assurance in place (e.g. DSP, PSN)
- Staff aware of responsibilities when working with data
- Clear retention schedules
- Integrity checks maintained

Retention and disposal requirements

The following arrangements have been made to manage the retention and disposal of data by all organisations:

- Assurance in place (e.g. DSP, PSN)
- Policies and procedures which state / define Retention schedules
- Policies and procedures which state / define Disposal methods and criteria

Individual rights

Subject Access Requests for individual records will be dealt with as follows:

- Assurance in place (e.g. DSP, PSN)
- Clearly defined procedures in place for Subject Access Requests for individuals
- Clearly defined procedures in place to handle rectification and blocking of data

Technical and organisational measures

The receiving organisation's policies, processes and standard operating procedures can be described as follows:

Assurance in place (e.g. DSP, PSN)

- Clearly defined
- Up-to-date
- Readily available
- Understandable (in plain English) for staff to use
-

The receiving organisation manages incidents according to the following:

Reviewed including any root cause analysis and action plans

-

The receiving organisation's training for both the system and data can be described as:

Assurance in place (e.g. DSP, PSN)

- Users are aware of their responsibilities when using the asset
- Regularly trained and tested on their understanding
- Understand what to do in the event of a breach or incident
-

The receiving organisation's security control for the asset can be described as:

Assurance in place (e.g. DSP, PSN)

- Secure access (e.g. password protected)
- Managed so only authorised persons can access and access routinely checked
- Audit trail of interactions
-

The receiving organisation's business continuity arrangements are:

Assurance in place (e.g. DSP, PSN)

- Clear business continuity arrangements
- Users are aware of arrangements and appropriately trained
- Regularly reviewed and updated (at least annually)
-

The receiving organisation's disaster recovery arrangements are:

Assurance in place (e.g. DSP, PSN)

- Regularly reviewed and updated (at least annually)
- Electronic part of a disaster recovery testing regime, regularly tested
-

The third party / supplier contracts contain all the necessary Information Governance clauses including information about Data Protection (2018) and Freedom of Information (2000):

Yes

Risk Assessment

Description	Controls	Initial Rating	Actions	Final Rating
Any personal identifiable or sensitive information must not be sent outside of an organisation in a standard, unencrypted e-mail. The identity of the recipient must also be confirmed. Not all of the recommended controls are in place.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Secure encrypted email • Email address confirmed <p>Missing recommended controls:</p> <ul style="list-style-type: none"> • Password protected document 	Significant	<p>Accept / tolerate</p> <p>A secure encrypted email link is in place between Lancashire County Council and Blackpool Council. It has been agreed that the existing controls put in place by each data controller remove the requirement to password-protect documents attached to emails.</p>	Significant
Not all of the recommended controls are in place to provide assurance of the information being delivered by voice.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Delivered to intended recipient or department • Recipient(s) work for trusted organisation <p>Missing recommended controls:</p> <ul style="list-style-type: none"> • Contact number verified and consent checks made • Secure / private meeting location or sent and received in a 'Safe Haven' 	Significant	<p>Accept / tolerate</p> <p>Data controllers may not always be able to guarantee private meeting locations when conducting Regional Adoption Agency work. All Regional Adoption Agency data processing via telephone must be done with an awareness of confidentiality requirements. All Lancashire County Council employees are made aware of confidentiality requirements and all must abide by Lancashire County Council's Confidentiality Policy.</p>	Low
Servers hosted within the	Controls in place:	Low	Accept / tolerate	Low

<p>UK are bound by UK Law and legislation. You must ensure that the necessary due diligence and checks are made. Make sure access is controlled.</p>	<ul style="list-style-type: none"> • Server - personal / shared drive - on organisations premises • Server - system on organisation premises • Secure storage on organisations premises 			
<p>At least one control is in place which enables the information to be accessed securely in the receiving organisation.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Key allocation • System login 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>At least one control is in place which enables the information to be accessed securely in the receiving organisation.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Area accessed by key / keypad / access card • Smartcard / system password 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>All of the minimum recommended controls are in place relating to the accuracy and completeness of the data.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Staff aware of responsibilities when working with data • Clear retention schedules • Integrity checks maintained 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>All of the minimum recommended controls are in place relating to the retention and disposal of the data.</p>	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Policies and procedures which state / define Retention schedules • Policies and procedures which state / define Disposal methods and criteria 	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>
<p>All of the minimum</p>	<p>Controls in place:</p>	<p>Low</p>	<p>Accept / tolerate</p>	<p>Low</p>

recommended controls are in place relating to subject access requests.	<ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clearly defined procedures in place for Subject Access Requests for individuals • Clearly defined procedures in place to handle rectification and blocking of data 			
Policies, processes and standard operating procedures for the asset / data are clearly defined, up-to-date, understandable and readily available.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Clearly defined • Up-to-date • Readily available • Understandable (in plain English) for staff to use 	Low	Accept / tolerate	Low
Incidents are reviewed appropriately.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Reviewed including any root cause analysis and action plans 	Low	Accept / tolerate	Low
Users of the data are regularly trained, aware of their responsibilities and understand what to do in the event of breach.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Users are aware of their responsibilities when using the asset • Regularly trained and tested on their understanding • Understand what to do in the event of a breach or incident 	Low	Accept / tolerate	Low
The asset / data is secure, controlled and interactions recorded.	<p>Controls in place:</p> <ul style="list-style-type: none"> • Assurance in place (e.g. DSP, PSN) • Secure access (e.g. password protected) • Managed so only authorised persons can access and access routinely 	Low	Accept / tolerate	Low

	checked		
	<ul style="list-style-type: none"> Audit trail of interactions 		
Business continuity arrangements are clear, users are aware and trained with regular reviews and updates.	<p>Controls in place:</p> <ul style="list-style-type: none"> Assurance in place (e.g. DSP, PSN) Clear business continuity arrangements Users are aware of arrangements and appropriately trained Regularly reviewed and updated (at least annually) 	Low	Accept / tolerate Low
Disaster recovery arrangements are in place with regular review and testing where appropriate.	<p>Controls in place:</p> <ul style="list-style-type: none"> Assurance in place (e.g. DSP, PSN) Regularly reviewed and updated (at least annually) Electronic part of a disaster recovery testing regime, regularly tested 	Low	Accept / tolerate Low

Commencement, Termination and Review

This agreement will be reviewed every 24 months post commencement unless an earlier review for policy or legislative reasons is necessary.

The start date for this agreement is:

14/02/2020

The scheduled review date for this agreement is:

14/02/2022

This ISA shall be effective from the start date indicated above and shall continue in force until such time as the data sharing ends, this ISA is terminated by either Party, or this ISA is replaced by a new one.

Signatories

Organisation: BLACKPOOL COUNCIL

Signed By: Jonathan Pickup

Position: Senior Officer

Date: 14/02/2020

Organisation: LANCASHIRE COUNTY COUNCIL

Signed By: Adam Hillhouse

Position: Senior Officer

Date: 14/02/2020

Data Protection Impact Assessment

Step one: About the project

Project Title	Lancashire Regional Adoption Agency
Project Description	<p>The Regional Adoption Agency is made up of Blackpool Council and Lancashire County Council. These two authorities are Data Controllers for the purpose of collecting and using information from potential adopters, members of the household, adoptive family members, birth relatives, other significant persons and partner agencies such as the Police, Health Services and the Disclosure and Barring Service in order to carry out statutory functions around the recruitment, assessment and approval of adopters; matching of children in need of adoptive families; and post-adoption support.</p> <p>The RAA will be responsible for the following:</p> <ul style="list-style-type: none"> - Recruiting and assessing adoptive parents. - Family finding and matching for those children in Lancashire and Blackpool who have a plan of adoption. - Providing adoption support to adopted children, adoptive families and adopted adults who live in Lancashire and Blackpool (where responsibility to assess and support falls to these authorities). - Facilitate ongoing adoption mailbox contact for children who have been placed for adoption by Lancashire or Blackpool. - Facilitate Adoption and Fostering Panels for both Lancashire and Blackpool. - Non agency adoptions
Project Manager or Main Contact	Barbara Bath – Head of Service – Fostering, Adoption and Residential. Karen Barker – Senior Manager, Regional Adoption Agency
Who are the stakeholders?	<p>The following categories of data subject:</p> <ul style="list-style-type: none"> - Children for whom Lancashire or Blackpool are responsible for running adoption mailbox exchanges. - Children in the care of Lancashire County Council or Blackpool Borough Council who have a plan of adoption and require family finding and matching support. - Prospective adopters who approach the RAA to be assessed and approved as adoptive parents. - Approved adoptive parents who have been approved by Blackpool / Lancashire (pre 'go live') or by the Adoption Lancashire and Blackpool RAA. - Adopted children and their families and adopted adults who reside within Lancashire and Blackpool boundaries and are entitled to receive or at least be assessed in relation to their adoption support needs. - Birth relatives whose children have been adopted and who require access to information, advice and support. - Adopted adults whose appropriate adoption agency was Lancashire County Council or Blackpool Borough Council, or who live within these Council boundaries

	<p>The following organisations acting as either data controllers or data processors:</p> <ul style="list-style-type: none"> - Lancashire County Council - Blackpool Council - Any adoption agency from which children are placed with RAA adopters - Any other adoption agency we are liaising with in relation to Family Finding - Any adoption agency we are working with to provide adoption support. - Therapeutic providers who are undertaking adoption support work - Courts - Police - Other local authorities for statutory check purposes - Health professionals - Education establishments - Employers - Link Maker - Department for Education - Ofsted - Health Agencies and GPs - Any person undertaking a Statutory Inquiry under section 81 of the Children Act 1989 - CAFCASS Officers - The Court and officers of the Court - The Disclosure and Barring Service - Any person appointed to deal with a complaint or representation in respect of which access to the Adoption Case Record is required in order to carry out the responsibilities of his or her appointment. - An Independent Review Panel convened to consider a Qualifying Determination of an adoption agency, e.g. where an adoptive applicant has exercised his or her right to challenge a decision of the adoption agency as to their suitability to adopt or where a decision has been made in relation to the disclosure of protected information - Any person undertaking a Serious Case Review in relation to a child - The Secretary of State or persons authorised on his/her behalf, an Ombudsman or regulatory authority - RAA and relevant social care employees including Adoption Panel members and social workers - Contractor/service provider to support adults who have been adopted or have family who have been adopted
<p>What benefits will the project bring to the council, individuals and to other parties?</p>	<p>The purpose of the RAA is to:</p> <ul style="list-style-type: none"> - Match children who have a plan of adoption with the most suitable adopters as quickly as possible. - Provide a pool of adopters who are prepared and able to meet the needs of the children who need an adoptive placement. - Ensure high quality adoption support is provided in a timely manner. <p>The children placed for adoption by both Lancashire and Blackpool, and those placed by other adoption agencies within Lancashire and Blackpool once support responsibility falls to them will benefit from the above.</p>

	<p>Adults who have been adopted by Lancashire or Blackpool, or who now live within the boundaries of Lancashire and Blackpool will have access to timely support to access their birth records. Birth relatives in Lancashire or Blackpool of adopted children will be able to request and access timely advice and support.</p> <p>Matching children in a timely manner will mean they are placed with their permanent family at the earliest stage possible so they can begin to form attachments to their new parent(s) and experience stability and consistency of care, and legal permanence.</p> <p>Adoptive parents assessed by the RAA will feel well prepared to meet the needs of the children who are placed with them and will feel able to ask for support and receive responsive and insightful support.</p> <p>There will be more opportunity for matches to be made within the RAA which in the shorter and longer term will mean that support to adoptive families is more local and accessible.</p> <p>It is hoped that the RAA will support the authorities to evidence they are meeting the Adoption Scorecard indicators. This will inform judgements reached in OFSTED inspections and will improve the trust which people living in Lancashire and Blackpool have in the adoption service.</p> <p>The ongoing sharing of information for reporting purposes between Blackpool and Lancashire will ensure a clear oversight of practice, assist in case tracking, identify key themes and drift and delay and support improvement and development of practice.</p>
<p>What personal information is being used? Name, address, NI number, date of birth, gender, religion, occupation, medical history, ethnic origin, other?</p>	<p>All information about adopters, children and services delivered by both councils. This will include the following personal data and special category personal data:</p> <ul style="list-style-type: none"> • Title • Surname • Forename • Preferred Name • Gender • DOB • Address • Ethnicity • Contact numbers and email address • Marital Status • Relationships • System ID numbers generated by data controllers <p>Within assessments we will also hold a significant amount of additional personal and highly sensitive information such as</p> <ul style="list-style-type: none"> • details of past offences

	<ul style="list-style-type: none"> • employment and education history • medical history • motivation to adopt • personal beliefs and views • social history • parenting capacity • personal circumstances • motivation to access adoption records • experiences of adopting and being adopted
<p>What is your legal basis for processing this information?</p> <p><i>The Information Governance Team can help with this</i></p>	<p>Choose from the following:</p> <p>Article 6 (1) Processing shall be lawful only if and to the extent that at least one of the following applies:</p> <ul style="list-style-type: none"> • (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes • (c) processing is necessary for compliance with a legal obligation to which the controller is subject (the law says we must do it) • (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller (the law gives us a power to do it, but it is not an obligation) <p>The application of GDPR Article 6 (1) (c) and GDPR Article 6 (1) (e) lawful basis above is by virtue of the following legislation:</p> <p>Adoption and Children Act 2002 and associated regulations Children and Adoption Act 2006 and associated regulations Local Authority Social Services Act 1970 Local Authority Adoption services (England) regulations 2003 Adoption Statutory Guidance 2014 The Education and Adoption Act 2016 Care Standards Act 2000 The Fostering Services Regulations 2011 as amended by The Care Planning, Placement and Case Review and Fostering Services (Miscellaneous Amendments) Regulations 2013 The Care Planning, Placement and Case Review Regulations 2010 The National Minimum Standards for Fostering Services (England and Wales) Children and Families Act 2014</p>
<p>Special categories of personal data are more sensitive and so need more protection. Special categories of personal data are data about:</p> <ul style="list-style-type: none"> • race; • ethnic origin; • politics; • religion; 	<p>Choose from the following:</p> <p>The conditions for processing special category data are listed in Article 9 (2) of the GDPR:</p> <ul style="list-style-type: none"> • (a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes, except where Union or Member State law provide that the prohibition referred to in paragraph 1 may not be lifted by the data subject; • (h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care

<ul style="list-style-type: none"> • trade union membership; • genetics; • biometrics (where used for ID purposes); • health; • sex life; or • sexual orientation. <p>Does this project involve the processing of this type of personal data, and if so, what is legal condition for processing it?</p> <p><i>The Information Governance Team can help with this</i></p>	<p>systems and services on the basis of Union or Member State law or pursuant to contract with a health professional and subject to the conditions and safeguards referred to in paragraph 3;</p> <p>The application of Article 9 (2) (h) lawful basis above is by virtue of the following legislation:</p> <p>Adoption and Children Act 2002 and associated regulations Children and Adoption Act 2006 and associated regulations Local Authority Social Services Act 1970 Local Authority Adoption services (England) regulations 2003 Adoption Statutory Guidance 2014 The Education and Adoption Act 2016 Care Standards Act 2000 The Fostering Services Regulations 2011 as amended by The Care Planning, Placement and Case Review and Fostering Services (Miscellaneous Amendments) Regulations 2013 The Care Planning, Placement and Case Review Regulations 2010 The National Minimum Standards for Fostering Services (England and Wales) Children and Families Act 2014</p>
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Step two: Describe the information flows

<p>Who will the information be shared with?</p>	<p>Personal data processed by the RAA during the course of carrying out its functions will be shared with the following organisations:</p> <ul style="list-style-type: none"> - Lancashire County Council - Blackpool Council - Any adoption agency from which children are placed with RAA adopters - Any other adoption agency we are liaising with in relation to Family Finding - Any adoption agency we are working with to provide adoption support. - Therapeutic providers who are undertaking adoption support work - Courts - Police - Other local authorities for statutory check purposes - Health professionals - Education establishments - Employers - Link Maker - Department for Education - Ofsted - Health Agencies and GPs - Any person undertaking a Statutory Inquiry under section 81 of the Children Act 1989 - CAFCASS Officers - The Court and officers of the Court - The Disclosure and Barring Service
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	<ul style="list-style-type: none"> - Any person appointed to deal with a complaint or representation in respect of which access to the Adoption Case Record is required in order to carry out the responsibilities of his or her appointment. - An Independent Review Panel convened to consider a Qualifying Determination of an adoption agency, e.g. where an adoptive applicant has exercised his or her right to challenge a decision of the adoption agency as to their suitability to adopt or where a decision has been made in relation to the disclosure of protected information - Any person undertaking a Serious Case Review in relation to a child - The Secretary of State or persons authorised on his/her behalf, an Ombudsman or regulatory authority - RAA and relevant social care employees including Adoption Panel members and social workers - Contractor/service provider to support adults who have been adopted or have family who have been adopted
<p>How long will the information be retained?</p>	<p>Lancashire County Council and Blackpool Council adhere to their own retention guidelines for the retention and disposal of adoption and fostering records. These retention periods are informed by national guidelines for the retention of adoption records.</p> <p>A review is currently being undertaken to ensure that there is agreement on an agreed set of retention periods that will be applied to the records generated by the Regional Adoption Agency hosted by Lancashire County Council.</p>

Step three: Identify the privacy and related risks

<p>Are there any risks to individual's privacy?</p>	<p>Yes – there are risks associated with the processing of personal data by the data controllers and data processors associated with the functions of the RAA.</p>
<p>How will you check that the personal information used is accurate and complete?</p>	<p>Prospective adoptive parents provide much of the factual/identifying information about themselves to inform assessments of their suitability as prospective adopters. The importance of providing accurate information is communicated to data subjects at the point at which personal data is collected.</p> <p>Assessments undertaken of prospective adoptive parents by the RAA or documents relating to matching them to a</p>

	<p>child / children will be shared with the applicants prior to submission to Panel. Inaccuracies identified within these documents will prompt amendment on our records as needed. Prospective adoptive parents will be invited to comment on the information recorded about them within their assessment.</p> <p>Details within proposed adoption mailbox agreements will be checked against information held on the system before being inputted. Addresses will be confirmed with parties to agreements before mailbox letters are sent out.</p> <p>Assessments / reviews / plans of adoptive families where children and parents have requested adoption support will be shared as appropriate with them and errors will be rectified.</p> <p>Any errors within the system identified by workers will be promptly rectified.</p>
<p>Have you set a retention period so that the information is not kept longer than necessary?</p>	<p>Retention period will be dictated by adoption legislation.</p> <p>Retention periods for adoption work are currently under review with the Records Management Service.</p>
<p>Is the information being stored securely?</p>	<p>Yes on a secure network within access controlled systems and emails. Any data shared will be sent using secure, encrypted email facilities and stored on secure network drives. Only named representatives from organisations signed up to this agreement will be allowed to receive data under this agreement and they will not be allowed to share the information with anyone else.</p> <p>Each partner will make sure that they take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.</p> <p>In particular, each partner must make sure they have procedures in place to do everything reasonable to:</p> <ul style="list-style-type: none"> • Make accidental compromise or damage unlikely during storage, handling, use, processing or transport • Deter deliberate compromise or opportunist attack • Dispose of or destroy the data in a way that makes reconstruction unlikely • Promote discretion to avoid unauthorised access. <p>Access to information subject to this agreement will only be granted to those professionals who 'need to know' to effectively discharge their duties.</p>

	<p>To determine what security measures are appropriate, the partners must consider the type of data and the harm that would arise from a breach in security. In particular they must consider:</p> <ul style="list-style-type: none"> • Where the information is stored and the security of the premises • The security measures programmed into relevant ICT equipment • The reliability of employees having access to the information <p>Any data shared by email will be transmitted using secure email facilities and data will be stored on secure, restricted access network drives.</p>
Is the information being transferred to another country?	<p>Personal data would only be transferred to another country as part of the work of the Regional Adoption Agency where there is a clear lawful legitimate reason to do so, for example where information from agencies overseas is needed to inform assessments of prospective adopters or in access to records cases where information needs to be shared with international agencies who are undertaking the Schedule 2 counselling work.</p>
Have you told the data subjects what will happen to their personal data?	<p>Lancashire County Council have in place a dedicated Regional Adoption Agency Privacy Notice available here, https://www.lancashire.gov.uk/council/transparency/access-to-information/service-and-project-specific-privacy- notices/lancashire-regional-adoption-agency/</p>

Step four: Identify privacy solutions (NOTE: Please create a new risk table below and complete for each risk you identify)

Risk ID	Risk ID 001
Risk Description	Reporting / case tracking data shared by Blackpool to the RAA could be sent to the incorrect email address.
Risk Type	<ul style="list-style-type: none"> • Political • Social • Technological • Legal • Organisational
Possible Consequences	A significant amount of personal and sensitive information about children with adoption plans, prospective adopters, approved adopters and those to whom we are providing adoption support could be disclosed to the wrong person.

Current Situation	<p>Consideration of information risks not yet documented.</p> <p>Clarity on the secure transfer methods of personal data not yet assessed for IG risks.</p> <p>Information Sharing Agreement not yet agreed between Data Controllers demonstrating a commitment to only process personal data in accordance with relevant legislation.</p> <p>Secure process for regularly sharing data for reporting / tracking is not yet agreed.</p>
Current Risk Score	8 = unlikely and major
Mitigating Actions	<p>Process of regular data sharing agreed, to include security measures such as double checking email addresses, using secure email, confirming receipt of email, password protected documents</p> <p>All LCC workers will have completed Information Governance Training within the last 12 months.</p> <p>Relevant data controllers sign an Information Sharing Agreement that sets out an agreed way in which personal data is processed for this purpose.</p>
Residual Risk Score (after mitigating actions)	4 = unlikely x minor.
Risk Owner	<p>The following data controllers who will be responsible for processing personal data:</p> <ul style="list-style-type: none"> - Lancashire County Council - Blackpool Council
Direction of Travel	Upward

Risk ID	Risk ID 002 - Data could be incorrectly entered
Risk Description	<p>Data could be incorrectly entered (as this is being inputted into LCS manually) caused by human error resulting in the following consequences:</p> <ul style="list-style-type: none"> - Disclosure of personal data unlawfully to 3rd parties such as other data subjects. - Failure by data controllers in adhering to GDPR Article 5 principles: <ul style="list-style-type: none"> o Accuracy o Storage Limitation o Integrity and confidentiality (security)
Risk Type	<ul style="list-style-type: none"> • Political

	<ul style="list-style-type: none"> • Economic • Social • Legal • Organisational
Possible Consequences	<p>Loss of data subject rights Distress caused to data subjects</p> <p>Increased likelihood of information security incidents</p> <p>Complaints to the Local Authority and/or the Information Commissioners Office from data subjects</p> <p>Individuals not able to access information about their early life, birth family, adoption journey, approval process, or the process to do this would be more difficult – i.e. they would need to go back to Blackpool to access this data</p> <p>LA not compliant with adoption regulations in terms of keeping information secure for regulatory period of time.</p> <p>Workers would need to spend additional time gathering background information – for example making a request to view the information which remains on the files held by Blackpool</p> <p>Increased likelihood of financial penalties imposed on data controllers</p> <p>Negative publicity and loss of confidence in data controllers</p>
Current Situation	<p>What is the current situation before any mitigating actions are taken?</p> <p>Consideration of information risks not yet documented.</p> <p>Clarity on the secure transfer methods of personal data not yet assessed for IG risks.</p> <p>Information Sharing Agreement not yet agreed between Data Controllers demonstrating a commitment to only process personal data in accordance with relevant legislation.</p> <p>Blackpool Council are submitting personal data to LCC, with associated metadata that must be accurate at the point of delivery to LCC.</p>
Current Risk Score	9 = possible x moderate.
Mitigating Actions	What mitigating actions are you taking to reduce the risk?

	<p>List of data fields required to create SU being compiled plus meta data requirements being clarified to ensure information can be attached to the appropriate SU and stored in the correct location on the right person's file, and can be easily located.</p> <p>Liaison with Blackpool Council and relevant LCC services to ensure data is migrated in a planned and secure manner, maintaining confidentiality.</p> <p>Quality assurance checks are carried out by the Core Business Support team.</p> <p>All LCC workers will have completed Information Governance Training within the last 12 months.</p>
Residual Risk Score (after mitigating actions)	6 = unlikely x moderate.
Risk Owner	<p>Who owns the risk?</p> <p>The following data controllers who will be responsible for processing personal data:</p> <ul style="list-style-type: none"> - Lancashire County Council - Blackpool Council
Direction of Travel	<p>What is the direction of travel? Upwards or downwards or static.</p> <ul style="list-style-type: none"> - Static

Risk ID	Risk ID 003 - PDF documents could be attached to the incorrect electronic file
Risk Description	<p>PDF documents could be attached to the incorrect electronic file caused by human error resulting in the following consequences:</p> <ul style="list-style-type: none"> - Disclosure of personal data unlawfully to 3rd parties such as other data subjects. - Failure by data controllers in adhering to GDPR Article 5 principles: <ul style="list-style-type: none"> o Accuracy o Storage Limitation o Integrity and confidentiality (security)
Risk Type	<ul style="list-style-type: none"> • Political • Economic • Social • Legal

	<ul style="list-style-type: none"> Organisational
Possible Consequences	<p>Loss of data subject rights Distress caused to data subjects</p> <p>Increased likelihood of information security incidents</p> <p>Complaints to the Local Authority and/or the Information Commissioners Office from data subjects</p> <p>Individuals not able to access information about their early life, birth family, adoption journey, approval process, or the process to do this would be more difficult – i.e. they would need to go back to Blackpool to access this data</p> <p>LA not compliant with adoption regulations in terms of keeping information secure for regulatory period of time.</p> <p>Workers would need to spend additional time gathering background information – for example making a request to view the information which remains on the files held by Blackpool</p> <p>Increased likelihood of financial penalties imposed on data controllers</p> <p>Negative publicity and loss of confidence in data controllers</p>
Current Situation	<p>Consideration of information risks not yet documented.</p> <p>Clarity on the secure transfer methods of personal data not yet assessed for IG risks.</p> <p>Information Sharing Agreement not yet agreed between Data Controllers demonstrating a commitment to only process personal data in accordance with relevant legislation.</p>
Current Risk Score	9 = possible x moderate.
Mitigating Actions	<p>What mitigating actions are you taking to reduce the risk?</p> <p>List of data fields required to create SU being compiled plus meta data requirements being clarified to ensure information can be attached to the appropriate SU and stored in the correct location on the right person's file and can be easily located.</p> <p>Liaison with Blackpool Council and relevant LCC services to ensure data is migrated in a planned and secure manner, maintaining confidentiality.</p> <p>Quality assurance checks are carried out by the Core Business Support team.</p>

	All LCC workers will have completed Information Governance Training within the last 12 months.
Residual Risk Score (after mitigating actions)	6 = unlikely x moderate.
Risk Owner	The following data controllers who will be responsible for processing personal data: <ul style="list-style-type: none"> - Lancashire County Council - Blackpool Council
Direction of Travel	Static.

Risk ID	Risk ID 004 – Personal data transferred unnecessarily from one data controller to another data controller.
Risk Description	Personal data transferred unnecessarily from one data controller to another data controller caused by failure to identify appropriate personal data prior to sending between data controllers resulting in excessive personal data being processed.
Risk Type	<ul style="list-style-type: none"> • Political • Economic • Social • Legal • Organisational
Possible Consequences	<p>What could happen if no action was taken to control the risk?</p> <p>Either data controller could hold personal data that they are not entitled to retain. There would be no lawful basis for processing personal data in these circumstances.</p> <p>This would be a breach of GDPR Article 5 (data minimisation).</p>
Current Situation	<p>What is the current situation before any mitigating actions are taken?</p> <p>No process in place to ensure that only the minimum required personal data is transferred.</p>
Current Risk Score	9 = possible x moderate.
Mitigating Actions	<p>What mitigating actions are you taking to reduce the risk?</p> <p>Sufficient audit carried out prior to the transfer of personal data to ensure that only the minimum</p>

	personal data required is transferred either electronically or physically.
Residual Risk Score (after mitigating actions)	6 = unlikely x moderate.
Risk Owner	The following data controllers who will be responsible for processing personal data: <ul style="list-style-type: none"> - Lancashire County Council - Blackpool Council
Direction of Travel	Static.

Risk ID	Risk ID 005 – Electronic documents attached to emails not password protected
Risk Description	<p>Emails sent from one controller to another not sufficiently secure caused by failure to implement sufficient security measures resulting in personal data being unlawfully accessed.</p> <ol style="list-style-type: none"> 1. What could happen (event) 2. Why could it happen (caused by) 3. Resulting in (consequences)
Risk Type	<ul style="list-style-type: none"> • Political • Economic • Social • Technological • Legal • Democratic • Organisational
Possible Consequences	<p>What could happen if no action was taken to control the risk?</p> <p>Unsecure emails sent without any security measures could more easily be intercepted and unlawfully accessed by third parties.</p>
Current Situation	<p>What is the current situation before any mitigating actions are taken?</p> <p>A secure link is in place between Blackpool Council and Lancashire County Council which ensures encryption of all emails sent between the two data controllers. Password protection is not implemented because it would conflict with the encryption arrangements being proposed.</p>
Current Risk Score	8 = Unlikely x Major.

Mitigating Actions	<p>What mitigating actions are you taking to reduce the risk?</p> <p>All emails containing personal data or attachments containing personal data are TLS encrypted by default. Password protecting each attachment is not being implemented following agreement by the data controllers.</p>
Residual Risk Score (after mitigating actions)	4 = Rare x Major.
Risk Owner	<p>Who owns the risk?</p> <p>Lancashire County Council</p> <p>Blackpool Council</p>
Direction of Travel	<p>What is the direction of travel? Upwards or downwards or static.</p> <p>Static</p>

Risk ID	Risk ID 006
Risk Description	<p>Service could breach confidential information relating to adopted child / prospective adopter / adoptive parent / birth relative to another individual / agency by one of the following means:</p> <ul style="list-style-type: none"> - Sending information to the incorrect email address. - Forgetting to use BCC when sending group emails - Sending information to an incorrect mail address. - Leaving paper records where these can be seen by other service users / members of the public - Breaching the adoptive surname/ adoptive placement address / any other identifying information to a birth relative – via telephone / letter / email / within a report.
Risk Type	<ul style="list-style-type: none"> • Political • Social • Technological • Legal • Organisational
Possible Consequences	Service user(s) / Members of the public / other agencies / workers in other LCC departments could have access to personal and sensitive information

	<p>which they are not entitled to see which could cause significant distress to the person / people the information relates to.</p> <p>If a birth relative finds out identifying information about the adoptive family / adult adoptee this could pose a significant risk to placement stability and cause significant distress to all parties.</p>
Current Situation	<p>All employees are required to abide by the Data Controllers' information governance policies.</p> <p>All employees are expected to check email addresses are correct before sending emails.</p> <p>All employees must have an awareness of confidentiality and to not unlawfully disclose sensitive confidential information during meetings/telephone calls.</p> <p>Clear processes and guidelines must be followed by all employees operating within the RAA.</p> <p>All Lancashire County Council employees must complete annual IG training.</p>
Current Risk Score	12 = possible x major.
Mitigating Actions	<p>Double checking of emails being sent outside the organisation.</p> <p>Emails sent outside the organisation use the Secure email facility</p> <p>'Auto complete' turned off on Outlook</p> <p>Double checking of addresses before mail sent out.</p> <p>Confirmation of address prior to mail being sent out</p> <p>Clear guidance on use of BCC when sending group emails</p> <p>All LCC workers will have completed Information Governance Training within the last 12 months.</p> <p>LCS adoption records restricted to adoption workers once a plan of adoption is confirmed.</p>
Residual Risk Score (after mitigating actions)	6 = unlikely x moderate.
Risk Owner	<p>The following data controllers who will be responsible for processing personal data:</p> <ul style="list-style-type: none"> - Lancashire County Council - Blackpool Council
Direction of Travel	Upward

How to score your risks

	CATASTROPHIC	5	10	15	20	25
	MAJOR	4	8	12	16	20
	MODERATE	3	6	9	12	15
IMPACT	MINOR	2	4	6	8	10
	INSIGNIFICANT	1	2	3	4	5
		RARE	UNLIKELY	POSSIBLE	LIKELY	CERTAIN
			LIKELIHOOD			

Step five: Sign off

Privacy risks and mitigating actions approved by Lancashire County Council service/Project Manager|:

- Name: Karen Barker

- Signature: 

- Date: 17 February 2020

Version: 1.08

Date: January 2020

Contact: informationgovernance@lancashire.gov.uk

SCHEDULE 3 - GOVERNANCE

1. GOVERNANCE STRUCTURE POST GO LIVE



2. BOARD TERMS OF REFERENCE POST GO LIVE

1 ADOPTION LANCASHIRE & BLACKPOOL REGIONAL ADOPTION AGENCY BOARD

1.1 The Regional Adoption Agency Board will comprise:

- i. Statutory Director of Children's Services/Director level Officers in each local authority responsible for looked after children and adoption services or their nominated officer.
- ii. Representatives from partner Voluntary Adoption Agencies associated with the RAA.
- iii. Representatives from each local authority from back office workstream, such as Commissioning, ICT, HR and Finance, who will be standing board members but only required to attend meetings where a decision or advice is specifically required from them.
- iv. The Regional Adoption Agency Manager or their representative.

- v. Two representative adopters (one from each Authority) to be determined from invitation to all adopters. This will constitute a 2-year membership with reimbursement of car parking/travel expenses
- 1.2 Each member of the Regional Adoption Agency Board shall have delegated authority to make decisions at the RAA Board, relating to the Terms of Reference detailed in Section 3 below, on behalf of their Authority, save for those matters which shall be referred back to the Authorities for resolution in accordance with the terms of this Agreement.
- 1.3 Board Members may invite representatives from the voluntary sector, adopters and adoptees to attend Board Meetings.

2. MEETINGS AND DECISIONS

- 2.1 The Regional Adoption Agency Board shall meet quarterly and the meetings shall be held within the area covered by this Agreement as determined by the Regional Adoption Agency Board. It is envisaged that, for the first 6 months the Board will meet monthly during establishment.
- 2.2 The Regional Adoption Agency Board shall elect a Chair to serve for a twelve-month period.
- 2.3 To constitute a quorate meeting of the Board, members from each authority must be present. If a matter relates only to one participating authority, decisions may be taken by the representative of that authority without the consent of the whole group. However, the whole group shall be informed of such decisions at the next meeting of the group.
- 2.4 A Regional Adoption Agency Board member may appoint an authorised deputy to attend any Regional Adoption Agency Board meeting on his or her behalf. Where practicable the Regional Adoption Agency Board should be made aware of such substitution prior to it taking effect, Authorised deputies shall count for the purpose of constituting a quorate meetings.
- 2.5 Each member of the RAA Board will use their best endeavours to reach a consensus on decisions, acting reasonably and co-operatively to reach agreement which contributes to the success of the Regional Adoption Agency.
- 2.6 Any decision of the RAA Board will be passed by a majority vote. In the event of there being an equal number of votes cast, the chair shall have the second or deciding vote.
- 2.7 The RAA Board shall meet quarterly other than the set-up period outlined in 2.1 and the meeting shall be held within the area of the two participating authorities covered by this Agreement.

- 2.8 The agenda for each meeting will be prepared and circulated by the Regional Adoption Agency Host Authority support function at least three working days prior to the meeting. Any party may request an item be added to the agenda.
- 2.9 The minutes of the proceedings of every meeting shall be drawn up by the Host Authority. Copies shall be circulated to all those in attendance within two weeks after the date of such meeting

3. TERMS OF REFERENCE

3.1 The activities of the Regional Adoption Agency Board shall include:

- (a) Setting the strategic direction of the RAA.
- (b) Overseeing the appointment/s and designation of Manager/s.
- (c) Setting monitoring and reviewing RAA Standards.
- (d) Monitoring performance to include financial performance including budget spend.
- (e) Resolving any conflicts between competing interests of the Authorities.
- (f) Reviewing the governance arrangement set out by the Agreement.
- (g) Resolving any disputes referred to it via the escalation procedure.
- (h) Ensuring that the RAA safeguards children and adoptive parents and further protects the communities of the RAA.
- (i) Developing the budget strategy based on funding made available by the Authorities.
- (j) Approving any changes to the budget guidelines and approve the Regional Adoption Agency RAA budget.
- (k) Developing and clarifying the nature of the relationship with the VAA partner agencies.
- (k) Approving the annual budget, funding mechanisms, savings targets and any business cases for investment.
- (l) Reviewing and agreeing the quarterly budget monitoring.

3. OPERATIONS GROUP TERMS OF REFERENCE POST GO LIVE

1. MEMBERSHIP

1.1 The Operations Group will comprise of:

- i. Senior Officers in each local authority responsible with understanding of looked after children and adoption services nominated by the Statutory Director of Children's Services (or equivalent) in each local authority.
- ii. The Regional Adoption Agency Manager or his/her representative
- iii. Two representative adopters (one from each Authority) to be determined from invitation to all adopters. This will constitute a 2-year membership with reimbursement of car parking/travel expenses
- iv. Occasional attendees may include representatives from the voluntary adoption agencies associated with the RAA or adopters.

1.2 Each member of the Operations Group shall have delegated authority to make decisions at group meetings relating only to the Terms of Reference detailed in Paragraph 3 below, on behalf of their Authority. Save for those matters which shall be referred to the Authorities for resolution in accordance with the terms of this Agreement

2. MEETINGS AND DECISIONS

2.1 The Operations Group shall meet monthly whilst the RAA is in development

2.2 Once the RAA has gone live, the group shall meet monthly for the first six months and at least quarterly thereafter and the meeting shall be held in either Blackpool or Lancashire.

2.3 The group shall be run and managed by the RAA Manager.

2.4 To constitute a quorate meeting of the Operations Group all members must be present. However, if a matter relates only to one local authority, decisions may be taken by the representative of that authority and the Regional Adoption Agency Manager without the consent of the whole group. However, the whole group shall be informed of such decisions at the next meeting of the group.

2.5 A member of the Operations Group may appoint an authorised deputy to attend any Operations Group meeting on his or her behalf. Where practical the Operations Group should be made aware of such substitution, prior to it taking effect. Authorised deputies shall count for the purpose of constituting the quorate meeting.

- 2.6 Any meeting of the Operations Group may be summoned by any member on the giving of not less than five working days' notice to all other parties and such meeting must be held within three working days following expiration of the notice.
- 2.7 Each member of the Operations Group will use their best endeavours to reach a consensus on decisions, acting reasonably and co-operatively in order to reach agreement which contributes to the success of the Regional Adoption Agency.
- 2.8 Any decision of the Operations Group will be passed by a majority vote, In the event of there being an equal number of votes cast, the chair shall have the second or deciding vote.
- 2.9 Any issues which cannot satisfactorily be agreed by the Operations Group shall be escalated to the Regional Adoption Agency Board for decision.
- 2.10 The agenda for each meeting will be prepared and circulated by the Regional Adoption Agency Manager three working days prior to the meeting (save for requests in accordance with 5.5 above). Any party may request an item be added to the agenda.
- 2.11 The minutes of the proceedings of every meeting shall be drawn up by the Regional Adoption Agency Manager or an authorised person on their behalf. Copies shall be circulated to all those in attendance within two weeks after the meeting.

3. TERMS OF REFERENCE

- 3.1 The activities of the Operations Group shall include:
- (a) Developing practice and joint working between the RAA and the partner agencies
 - (b) Monitoring and reviewing RAA Service Standards
 - (c) Monitoring performance to include financial performance including budget spend and reporting this to the Regional Adoption Agency Board
 - (d) Resolving any operational difficulties or disputes between competing interests of the Authorities
 - (e) Ensuring that RAA service safeguards children and adoptive parents and further protects the communities of the RAA
 - (f) Ensuring that all decisions will be influenced by evidence of best practice.

SCHEDULE 4 - FUNDING ARRANGEMENTS
Lancashire Blackpool RAA: Pooled Budget

Lancashire and Blackpool Regional Adoption Agency

Financial Schedule

Date	19th February 2020
Version	v.5
Author	Helena Burrows
Owner	Lucy Trueman

Contents

1. The Model.....	2
2. Financial Scope	3
3. Pooled Budget.....	5
4. Staffing.....	7
The Staffing Model.....	6
5. Demand.....	9
6. Governance and Risk Sharing	10
At 'Go-Live'.....	11
During the first Year of the RAA	12
After 12 months	11
Rationale.....	13
7. Payment into the RAA's Budget	14
Appendix A - Staffing Contributions to the RAA	15

1. The Model

1.1 On 19 December 2018, the Adoption Lancashire & Blackpool Regional Adoption (RAA) Board agreed a set of **six** financial principles. These principles govern the financial modelling of the RAA between the member Local Authorities (LAs):

No	Principles:	What this Means:
1	We will commit to a minimum amount for the budget on an annual basis to give stability.	LAs will pay a minimum amount to the RAA every year to ensure the RAA has enough money to run. In the first year this will be no less than the current spend.
2	Annual commitment to number of posts in teams and that vacancies will be filled.	LAs will commit to dedicating a specified number of posts to the RAA. There will be no staffing reductions in an agreed initial period from the RAA going live.
3	There will be no interagency fees between Local Authorities who are members of the RAA.	The LAs will not pay or receive income for interagency fees for placing children with adopters with each other.
4	There will be interagency fees paid to our Voluntary Sector Partners.	We will continue to pay our voluntary agency partners interagency fees for placing our children with their adopters.
5	Overhead costs of running the service will need to be shared amongst members of the RAA on an agreed basis.	We will agree to split overhead costs (i.e. HR, ICT, accommodation, etc.) between the LAs to ensure this is shared fairly and the host does not single handedly carry this burden.

Table 1.1: Six Financial Principles for the RAA.

1.2 On 19 December 2018, the RAA board agreed that financial contributions to the RAA will be determined by each Local Authority paying an amount of money into the RAA based on the **current/average expenditure** levels.

1.3 These contributions have been calculated by the RAA Project Team based on the average expenditure over the **last three financial years**, working closely with colleagues from Finance in both Local Authorities. The exception to this is that staffing cost contributions have been calculated using the 2020/2021 salary scales using an 80:20 ratio of the salary scale.

1.4 The rationale for the above financial model was:

- Each LA commits to put in current average levels of expenditure on Adoptions into the RAA's budget.
- A clause may need to be built in to allow for increases such as RPI, etc.
- The model is simple.
- As the model is based on actual expenditure, there are no 'winners or losers'.

1.5 The contributions made to the RAA's pooled budget will be used to determine the proportional contribution from each LA. This proportion shall be used to allocate any budget under or overspends as agreed by the RAA board.

2. Financial Scope

2.1 To form an RAA, there are **six key components** that must be funded:



Figure 2.1: Key Components of an RAA's Budget.

2.2 On 25 January 2019, the RAA Board agreed that the RAA's that the following budget items should be included in the financial scope of the RAA:

Expenditure	Included in the Expenditure
Staff	Basic pay, employer's N.I., market supplement, superannuation contributions, unpaid leave, other direct employee costs, vacancy factor, agreed cash staff contributions
Vacancy Factor	Minus 4% vacancy factor on staff
Travel Expenses	Travel and mileage staff expenses
Interagency Expenses	Interagency income and expenditure
General Supplies and Services / Operational Expenses	Internal charges for printing, etc.
Adoption Expenses	DBS checks, medicals, dog assessments, settling in/set up fees, Adopter court/lodging/application fees, Adopter mileage & accommodation
Staff Training	In-service training fees, specialist staff, training/course fees
Adoption Panel Costs/Expenses	Courier/paperwork/postage/envelopes, Panel chair (fees & mileage), Independent member costs, catering (lunch), member training/development day
Adopter Preparation / Support Events	Adoption support groups, training and workshops, refreshments, Christmas Parties and summer picnics, preparation group costs and refreshments, birth family support
Recruitment of Adopters (Marketing)	Adoption marketing and advertisement
Licences, Subscriptions & Memberships	Link Maker, Adoption UK, New Family Social, Ofsted fees
Commissions	Non-agency/stepparent assessments (Adoption Matters)
Family Finding Expenses	Activity Day Costs, advertising children, profiling, exchange days, Coram BAAF
Directors/Senior Management	Additional resource commitment from Senior Managers and Directors in LCC associated with the RAA
Overheads	Resources: Payroll, HR, learning and development, procurement and accounts payable. Support Services: ICT, finance, insurance, legal, information governance, policy, information, commissioning, business intelligence (excl. programme office), mail and print.
Blackpool ICT overheads	Network access, technical support, Mosaic support, business intelligence support and end user training

Table 2.1: Costs Included in the Financial Scope of the RAA.

3. Pooled Budget

3.1 Based on the financial information gathered to date, the RAA's 2020/2021 total pooled budget is currently **£2,882,438**:

Expenditure	2020/2021 (£)		
	Lancashire Contribution	Blackpool Contribution	Total
Staff	1,273,732	365,065	1,638,797
Vacancy Factor	-50,949	-14,603	-65,552
Travel Expenses	41,820	13,260	55,080
Interagency Expenses	204,000	457,256	661,256
General Supplies and Services / Operational Expenses	34,301	10,839	45,140
Adoption Expenses	2,040	31,962	34,002
Staff Training	765	1,737	2,502
Adoption Panel Costs/Expenses	22,734	7,270	30,004
Adopter Preparation / Support Events	816	37,703	38,519
Recruitment of Adopters (Marketing)	40,800	12,240	53,040
Licences, Subscriptions & Memberships	24,961	12,004	36,965
Commissions	0	2,040	2,040
Family Finding Expenses	91,800	4,000	95,800
Directors/Senior Management	11,400	5,374	16,774
Overheads	183,138	49,393	232,531
Blackpool ICT overheads	3,264	2,276	5,540
TOTAL:	1,884,622	997,816	2,882,438
Proportional Contribution (%):	65	35	100

Table 3.1: Financial Contributions to the RAA's Pooled Budget.

- 3.2 This means that Lancashire County Council contribution 65% of the RAA's pooled budget and Blackpool Council contribution 35% of the RAA's budget/
- 3.3 All contribution costs for the 2020/2021 financial year have been calculated using the **CPI inflation rate of 2%**.

4. Staffing

- 4.1 Blackpool staff will be seconded into the RAA (hosted by Lancashire County Council) for an initial period of two years.
- 4.2 Any vacancies that should arise in the RAA, before or after go-live will be advertised and set up in the RAA structure as Lancashire County Council posts on Lancashire's terms and conditions.
- 4.3 A vacancy factor of **4%** has been agreed between the authorities for all posts in the RAA. This is the percentage of vacancies expected due to turnover of staff that has been agreed between the two local authorities and applied to the staffing budget.
- 4.4 Staffing contributions to the RAA are based on an 80:20 ratio of the Spinal Column Points across Lancashire's grade of posts.
- 4.5 Detailed information on the staffing contributions to the RAA's pooled budget can be found at Appendix A.

The Staffing Model

- 4.6 On 16th April 2019 the RAA Board agreed to implement a staffing structure resourced to meet **100% Adopter sufficiency**.
- 4.7 **Adopter sufficiency** means the extent to which a local authority approves Adopters to match their own children in house. For example, if an authority recruits **15 Adopters** for their **30 children** requiring placements, it has a sufficiency of **50%**.
- 4.8 This was calculated as approving **110 Adopters per annum**, based on the number of **Placement Orders** made between the two authorities in **2017/2018**. It has since been decided that calculations should be based on Adoption Orders.

Local Authority	No. of Placement Orders	(%)	No. of Adoption Orders	(%)
Lancashire County Council	77	70	86	70.5
Blackpool Council	33	30	36	29.5
TOTAL:	110	100	122	100

Table 4.1: Placement and Adoption Orders made in 2017/2018.

- 4.7 This was calculated based on the authorities approving **81 Adopters** in 2017/2018, an average of **nine Approvals per FTE Social Worker** contributed to the RAA. A **target of 10** Adopter approvals per annum has since been discussed by Senior Managers.
- 4.8 An **additional 3.3 FTE Social Workers and 1 FTE Practice Manager** posts were created in the RAA's Recruitment & Assessment team from interagency budget to approve the **additional 29 Adopters** required to meet **100% sufficiency (112 Adopters)**.
- 4.9 Following consultation on the proposed Recruitment & Assessment staffing structure, it was agreed to increase the number of additional Recruitment & Assessment Social Workers by a further **0.2 FTE**, to total an additional **3.5 FTE Social Workers**. This means that the total compliment of Recruitment & Assessment staff in the RAA is **12.5 FTE Social Workers and 2 FTE Practice Managers**.
- 4.10 Using the formula of **1 FTE Social Worker** approving nine Adopters per annum, there is capacity in the current staffing complement of **12.5 FTE Social Workers** to approve **112.5 Adopters per annum**.

5. Demand

5.1 On 21 January 2020, it was agreed that the number of **Adoption Orders** may be a better indicator to use to determine RAA contribution proportions.

5.2 Over the last three full financial years, an **average of 112 Placement Orders** have been made between the two authorities:

Activity Type	Local Authority	2016 / 2017	(%)	2017 / 2018	(%)	2018 / 2019	(%)	% over 3 years
Placement Orders	Lancashire	89	76	77	70	70	64	70
	Blackpool	28	24	33	30	39	36	30
TOTAL:		117	100	110	100	109	100	100

Table 5.1: Placement Orders including revocations (2016/2017 – 2018/2019).

5.3 The **average proportional split** between the two authorities based on Placement Orders made in the last three full financial years is **70% Lancashire and 30% Blackpool**.

5.4 Over the last three full financial years, an **average of 112 Adoption Orders (rounded up)** have been made between the two authorities:

Activity Type	Local Authority	2016 / 2017	(%)	2017 / 2018	(%)	2018 / 2019	(%)	% over 3 years
Adoption Orders	Lancashire	73	64	86	70.5	68	69	68
	Blackpool	41	36	36	29.5	30	31	32
TOTAL:		114	100	122	100	98	100	100

Table 5.2: Adoption Orders including private adoptions and stepparent adoptions (2016/2017 – 2018/2019).

5.5 The **average proportional split** between the two authorities based on Adoption Orders made in the last three full financial years is **68% Lancashire and 32% Blackpool**. This is the proportional split that will be used to make all demand calculations.

5.6 The current structure was designed based on a target of approving **110 Adopters per annum**. The target, now based on Adoption Orders, is for the RAA to approve **112 Adopters per annum**.

6 Governance and Risk Sharing

- 6.1 Each local authority contributes to the RAA based on **previous expenditure** around adoption activity, core staffing and interagency fees.
- 6.2 The RAA has a target to **approve 112 Adopters** each financial year.
- 6.3 This target can only be achieved if the Recruitment & Assessment team in the RAA is **fully staffed** as per the agreed staffing structure.
- 6.4 Each local authority can expect to receive up to their allocation of Adopter approvals from the RAA per annum (**36 for Blackpool Council and 76 for Lancashire County Council**).
- 6.5 A **risk tolerance** of **9%** around the baseline figure of **112 approvals** in the RAA has been agreed. If this tolerance **is exceeded** at any point by either local authority, the **local authority will pay** for those additional Adopter approvals from their own budgets.
- 6.6 Any **surplus** created from recruiting more Adopters than required will be reported to the **RAA Board**. The RAA Board will then make a **strategic decision** around whether some or all of any surplus income is **reinvested** in the RAA.
- 6.7 Any surplus that is not reinvested in the RAA will be **returned to each local authority on a proportional basis** calculated as the overall percentage financial contribution made by the authority to the RAA. (**65%** Lancashire and **35%** Blackpool).
- 6.8 **Budget and performance data** (including numbers of Placement Orders) are reported to the RAA board. Board meetings will take place **monthly for the first six months** during RAA establishment and **quarterly thereafter**.
- 6.9 The following **transitional arrangements** have been agreed for the RAA's financial model to become fully operational.

At 'Go-Live'

Children:

- 6.10 At the point of go-live (1st April 2020) each authority will enter the RAA with **approved Adopters for their current children** to enable the RAA to start with a clean slate. This means that the local authorities won't be bringing children requiring placements from the RAA on day one.
- 6.11 As at 1st April 2020, any children with Placement Orders who have not yet been matched with Adopters will be **matched at their own authorities' cost**, and not be provided with RAA Adopters free of charge.
- 6.12 Only children who are awarded Placement Orders and Adopters who are approved **after 1st April 2020** will be considered the responsibility of the RAA.

Adopters:

- 6.13 As at 1st April 2020, any pools of approved Adopters will **stay with the relevant authority** and not automatically become RAA Adopters.
- 6.14 Should Blackpool need to access LCC Adopters before 31st May 2020, they will be available at Interagency rates and not as part of the RAA agreement. It has been agreed that Lancashire will provide Blackpool with three Adopters at a reduced rate of **£20,000 per Adopter**.
- 6.15 There is likely to be several Adopter assessments in process at the point of go-live on 1st April 2020.
- 6.16 Due to the principle that only Adopters assessed after go-live belong to the RAA, there will be a time delay in getting RAA Adopters approved. Therefore, Adopters approved between 1st April and 31st May 2020 may also stay with the relevant authority. Adopters approved after 31st May 2020 will belong to the RAA collectively. This presents a risk that in year one the RAA cannot meet 100% sufficiency. To mitigate this risk, the board can implement a range of options including:
- Purchasing interagency placements
 - Commissioning assessments from other agencies

- Offering staff additional hours to make up the shortfall

6.17 These options will be discussed and reviewed by the board when required and implemented within the budget agreed.

During the first Year of the RAA

6.18 There are currently **5 FTE** Social Worker posts in the Recruitment & Assessment team that will be vacant at go-live:

Social Workers (FTE)			
Total Posts	Filled internally	Substantive Vacancies	Filled post go-live
12.5	7.6	3.0	2.0

Table 2.1: Current vacancies.

6.19 Due to timescales of recruitment, **2 FTE** Social Worker posts will not be filled until late May 2020.

6.20 It is proposed that any shortfall in the number of Adopter placements available or resources to find/assess will be apportioned to each authority on the agreed pro-rata basis. This will be determined by the RAA's interagency budget and staffing resource as per the agreed staffing structure.

After 12 months

6.21 It is anticipated that the staffing structure will be fully populated and therefore the agreed baseline of approving **112 Adopters per annum** should be **achievable**, therefore reducing the risk of a shortfall.

Rationale

6.22 The rationale for this proposal is as follows:

- Each authority goes into the RAA with a **known level of risk**, based on defined criteria.
- The figures are calculated with a staffing level based on a **100% sufficiency**.
- There is **capacity to adjust the sufficiency** level. If the RAA is fully staffed the RAA should achieve **112 approvals**. If the staffing resource reduces, the sufficiency target will reduce accordingly.
- Budget **underspends or overspends will be allocated** to the member local authorities based on the **proportionate financial contribution** as agreed.

7. Payment into the RAA's Budget

- 7.1 The RAA will invoice for financial contributions on a pro-rata basis each quarter.
- 7.2 The salaries of seconded staff from Blackpool Council will continue to be paid through Blackpool Council's payroll. These costs will be recovered by the RAA invoicing Blackpool Council on a quarterly basis.
- 7.3 Mileage and expenses claims for Blackpool Council staff will be paid by Blackpool Council who will invoice the RAA.
- 7.4 Inflation on RAA budget contributions will be calculated using CPI.

Appendix A – Staffing Contributions to the RAA

- 1.1 The staffing contributions have been agreed in two phases. They are:
- Phase One – Recruitment and Assessment, Adoption Support and Panels.
 - Phase Two – Family Finding
- 1.2 All staff costs are subject to a **4% vacancy factor**.
- 1.3 The RAA’s staffing structure has been made up of posts being contributed from each local authority and posts being funded from the interagency budget, as follows:

	Post	LCC FTE	BBC FTE	LCC Inter-agency FTE	BBC Inter-agency FTE	Joint Inter-agency FTE	TOTAL Inter-agency FTE	Total FTE	Note
Phase One	Senior Manager	0.00	0.00	0.40	0.25	0.35	1.00	1.00	
	Team Manager	0.00	0.00	0.20	0.50	0.30	1.00	1.00	
	Practice Manager	1.00	0.85	0.00	0.15	1.00	1.15	3.00	1
	Agency Advisor	0.5	0.00	0.00	0.00	0.00	0.00	0.50	
	Social Worker	13.00	3.00	0.00	0.00	3.50	3.50	19.50	
	Support Worker	3.00	0.00	0.00	0.00	0.00	0.00	3.00	2
	Admin/Business Support	4.00	1.00	0.00	0.00	0.00	0.00	5.00	
Phase Two	Practice Manager	1.00	0.00	0.00	0.00	0.00	0.00	1.00	3
	Social Worker	3.50	3.18	0.00	0.00	0.00	0.00	6.68	
	Case Progression Manager	1.00	0.00	0.00	0.00	0.00	0.00	1.00	
	Support Worker	2.00	0.00	0.00	0.00	0.00	0.00	2.00	2
	Admin/Business Support	2.00	0.00	0.00	0.50	0.00	0.50	2.50	
Total		31.00	8.03	0.60	1.40	5.15	7.15	46.18	

Table 1.1: Staffing Contributions to the RAA.

Notes:

1. Made up of a 1 FTE Social Worker vacancy 'topped up' by the interagency budget to a Practice Manager post
2. Blackpool do not have Support Workers in their Adoption team
3. Blackpool do not have a Practice Manager in their Adoption team
4. Blackpool Do not have a Case progression Manager in their Adoption team.

2. Interagency Budget (for information)

2.1 Once budget had been spent funding staff posts in the RAA from the interagency budget, the RAA will have a remaining interagency budget of **£297,375**.

2.2 In January 2019, the RAA Board agreed that interagency budgets should be included in the RAA's pooled budget. This equates to **£661,256**:

	Lancashire	Blackpool	Total
Net Inter-agency budget	204,000	457,256	661,256

Table 2.1: Interagency Pooled Budget Contributions to the RAA.

2.3 In total, **£363,881** of the interagency budget has been spent on staffing.

2.4 In April 2019, the RAA board agreed that some management and support posts in the RAA's staffing structure would be funded from their interagency budgets, at a cost of **£145,971**:

Role	Cost from Interagency Budget (£)			
	Lancashire	Blackpool	Joint	Total
Senior Manager	31,299	19,562	27,387	78,248
Team Manager	11,918	29,795	17,877	59,589
Practice Manager	-	8,134	-	8,134
Total:	43,217	57,491	45,264	145,971

Table 2.2: Interagency Expenditure on RAA Management/Support posts.

2.5 Following consultation on the 'phase one' staffing structure in May 2019, it was agreed that **£219,881** of the RAA's interagency budget be spent on recruiting additional staff to recruit **112** Adopters (100% sufficiency):

Role	FTE	Cost (£)
Practice Manager	1	54,229
Social Worker	3.5	165,652
TOTAL:	4.5	219,881

Table 2.3: 'Phase One' 100% Sufficiency Staff Costs.

- 2.6 An additional **£13,191** from Blackpool’s interagency budget is proposed to be spent funding **0.5 FTE** Business Support posts in the ‘phase two’/family finding structure:
- 2.7 This leaves the RAA with a net interagency budget of **£297,375**:

Element	Cost (£)
Interagency Expenses Budget	661,256
Phase One Staffing	-145,971
100% sufficiency staffing	-219,881
Phase Two Staffing	-13,191
4% vacancy factor	+15,162
TOTAL:	297,375

Table 2.4: Remaining Interagency Expenses Budget.

Adoption Lancashire and Blackpool Host Authority Schedule

Updated 7th February 2020



Background

Lancashire and Blackpool's bid for funding from the DfE to form a Regional Adoption Agency (RAA) included plans for the RAA to be hosted by one Local Authority.

On 17th September 2018, Trueman Change hosted a meeting bringing together colleagues from across Legal, HR and Finance from Lancashire County Council and Blackpool Council to consider the following six legal model options for the RAA, as follows:

1. Do nothing
2. Work together but with no legal changes
3. Hosted by one Local Authority (LA)
4. Joint venture, public-sector owned or LA trading company
5. Create a new Voluntary Adoption Agency (VAA)
6. Outsource to existing VAA

These options were appraised by the RAA project board on 24th September 2018 and board agreed that the Blackpool/Lancashire RAA should be an LA hosted model.

Lancashire CC agreed to provide host authority services on 31st October 2018. The detailed arrangements for Hosting are described in the RAA Agreement Section 3 – Host Authority Services.

Lancashire County Council, as host authority, will provide appropriate 'Host Services' to enable the delivery of the Regional Adoption Agency Functions.

'Host Services' are defined as the support services (not including the day to day administration by staff undertaken in accordance with their duties) that the Host Authority provides to the Adoption Agency including but not limited to financial, Human Resources, Health & Safety, Legal, Governance, ICT, Estates, PR/Marketing, Information Management, Internal Audit and Procurement the costs of which shall be allocated between the Partners in accordance with the finance schedule.



Key roles of the host:

1. Be the legal entity for the purposes of the RAA which includes letting of contracts for and on behalf of all partners
2. To provide support services to support the RAA - legal, HR, finance, insurance, business, administration
3. To be responsible for commissioning and procurement in accordance with decisions of management board
4. To provide, advise on and support RAA ICT requirements
5. To support the ongoing delivery of the estate management strategy as agreed by the management board
6. To hold any agreed budget provision and/or manage implementation of the cost/risk sharing arrangements in accordance with decisions of management board
7. To produce required performance information including such tracking information as the management board requires
8. To administer the management board and operational group

In relation to the role of the host, the expectation is that the host would not incur any additional financial burdens as a result of fulfilling this role and would be reimbursed for costs associated with carrying out the role in accordance with agreed financial principles.

Although the host will be responsible for ensuring the operational delivery of the above, the host will be expected to adopt a facilitative and collaborative approach, agreeing the parameters of the role in each of the areas referred to through discussion and decision at management board level as appropriate, whilst maintaining sufficient pace of delivery. Partners will be expected to engage with the host on issues as they arise as appropriate.

Characteristics of the Host

1. Political and organisational agreement to fulfil the role
2. Adopt a facilitative and collaborative approach
3. Commitment to acting as host for duration of arrangement (partnership agreement sets exit provisions for both partners)
4. Capacity and infrastructure to provide management and leadership to the RAA arrangements and its governance structure
5. Capacity and infrastructure to provide the support functions of the RAA including ICT, commissioning and procurement
6. Capacity to produce performance information by RAA and individual members



Support Service	Description
Accommodation	Adequate services and facilities in place to host all RAA staff and workloads, including provision of suitable accommodation, office space, equipment.
ICT support and equipment	To provide, advise on and support the ICT requirements of the RAA in accordance with the Service Level Agreement between LCC and BT Lancashire Services (BTLS). includes ICT (network and system support, security, web services, hardware, software, ICT equipment refresh, licenses, helpdesk, telephony, etc.), Although Blackpool will continue to be responsible for maintaining and supporting the ICT system they use, which will also be used by RAA staff.
Financial	To hold the agreed budget provision and manage implementation of the RAA's budgetary requirement. To include invoicing and recharging.
Human Resources support	Support for development of the staffing model. Support with employee relations as described in Section 7 – Staff.
Day to day management	Responsibilities of the RAA Head of Service inc. Recruitment, day to day line management and welfare of RAA staff including any seconded post are described in the RAA Agreement Schedule 7 - Regional Adoption Agency Manager Job Description.
Health and Safety	To ensure all accommodation and working practices comply with prevailing H&S legislation (Health and Safety at Work Act 1974).
Legal	To be the legal entity for the purpose of the RAA as described in the RAA Agreement.
Governance	Overall accountability to all RAA members on adoption services. Ownership of policies and procedures. To provide accountability for the performance of the RAA.
Communication inc PR/Marketing	Planning publicity strategies and campaigns, writing and producing presentations and press releases. Dealing with enquiries from the public, the press, and related organisations. Organising and attending promotional events.
Information Management	As described in Schedule 2 of the RAA Agreement – Information Sharing Agreement.



Internal Audit	To provide independent assurance that an organisation's risk management, governance and internal control processes are operating effectively. Described in the RAA Agreement Section 9 – Audit.
Procurement	To lead on commissioning and procurement of services.
Complaints	All complaints received concerning the RAA in the first instance shall be addressed through LCC's complaints procedures. The process is described in the RAA Agreement Section 13 – Complaints, Professional and Conduct Enquiries
Other Support Services	Insurance, information governance, policy, information, business intelligence, democratic services, mail and print.

Table 1 – Infrastructure and support services provided by the Host Authority

SCHEDULE 6 - SECONDMENT AGREEMENT

[Hereinafter referred to as “the Employer”]

- ii) Lancashire County Council of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ

[Hereinafter referred to as “the Host”]

- iii) xxx (employee’s name)

[Hereinafter referred to as “the Secondee”]

1. Nature and purpose of the agreement

- 1.1 The Employer agrees to second the services of the Secondee to the Host. The Secondee will undertake the role of [INSERT TITLE OF ROLE] within Lancashire County Council Children’s Services. During the secondment the main objectives of the Secondee’s role will be agreed with Karen Barker Head of the Regional Adoption Agency, Lancashire County Council.
- 1.2 The Secondee will be required to carry out all reasonable instructions in accordance with their job description of the Host in their role during the period of their secondment.
 - 1.2.1 The contract of employment between the Secondee and the Employer will remain in force throughout the secondment. The Host shall not, and shall not require the Secondee to do anything that shall, breach the Employment Contract and shall have no authority to vary the terms of the Employment Contract or make any representations to the Secondee in relation to the terms of the Employment Contract. The Secondee agrees to such variations to that contract of employment as are necessary to facilitate the secondment as are set out in this agreement.

2. Duration of the agreement

- 2.1 The secondment arrangement will commence on [INSERT DATE] and be for an initial period of two (2) years subject to earlier termination of the Agreement in accordance with clause 19. The secondment arrangement will be subject to an annual review.

3. Contact during the agreement

- 3.1 The main contact of the Host for the Secondee during the secondment will be the Karen Barker, Head of the Regional Adoption Agency, Lancashire County Council.
- 3.2 The main contact of the Employer during the secondment will be the Secondee's Director for Children Services.

4. Salary

- 4.1 The Secondee's salary will be paid in accordance with their existing terms and conditions and subject to any increases.

5. Payment

- 5.1 The Secondee's salary and Employer costs shall be paid by the Employer for the duration of the secondment in accordance with the Secondee's current contract of employment.
- 5.2 Any additional authorised costs incurred by the Secondee in discharging the duties required due to their role (for example, car allowance) will also be paid by the Employer for the duration of the secondment in accordance with the Secondee's current contract of employment.
- 5.3 The Employer shall be responsible for PAYE deductions for income tax and National Insurance contributions.

6. Hours

- 6.1 Whilst on secondment with the Host, the Secondee's hours of work will continue to be in accordance with their terms and conditions of employment. The Secondee may be requested to work such flexible hours as may be necessary for the proper performance of the Secondee's duties without extra remuneration, in accordance with the Employer's TOIL/Flexitime Policies. The Secondee will be required to comply with the time recording systems operated by both the Host and the Employer, particularly in respect of logging overtime.

7. Annual leave

- 7.1 The Secondee's annual leave entitlement will be as provided under his/her current contract of employment. The Employer will advise the Host of the Secondee's leave entitlement for the year. The timing of annual leave must be agreed with the Host prior to the Employee taking leave and the Host will keep records of such leave.

8. Sickness Absence

- 8.1 The Seconded will remain subject to the Employer's attendance and absence management policy and procedures. In the event that the Seconded is unable to attend work due to sickness, the Seconded should contact their relevant day to day manager who will notify Karen Barker, Head of the Regional Adoption Agency so that the absence can be recorded on the Employer's systems. Karen Barker will also liaise with the Service Manager at Blackpool Borough Council to ensure that the Employer's absence reporting procedures are followed. The Seconded should send all self-certification forms and medical certificates to the Employer directly. The Employer will remain responsible for any statutory sick pay.
- 8.2 The Seconded shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the Employment Contract and shall remain subject to the approval and notification procedures outlined above in clause 8.1 above.
- 8.3 Should the Seconded's absence levels become a concern, the Employer remains responsible for any formal processes in connection with attendance and absence management, in collaboration with the Host.

9. Maternity, Paternity, Adoption and Family Friendly Policies

- 9.1 The Employer will remain responsible for maternity and paternity and adoption leave and pay entitlements in accordance with the Seconded's current contract of employment and the Seconded agrees to notify in accordance with the Employer's approval and notification procedures.
- 9.2 Requests for parental leave and other flexible working shall be made to the Employer and shall be considered in accordance with the Employer's policy and procedures, in collaboration with the Host.

10. Pension

- 10.1 The Seconded will continue to be covered by the Employer's pension scheme whilst on secondment and contributions will be maintained during the secondment, in line with the Employer's policy on levels of employer and Seconded contributions.

11. Health and Safety

11.1 Subject only as otherwise expressly provided in this Agreement the Employer shall retain all normal duties and other legal responsibilities of an employer for the Secondee, but the Host authority shall comply with all relevant requirements contained in or having effect under the legislation relating to health, safety and welfare at work and provision of a safe working environment.

12. Conduct

12.1 The Secondee will remain subject to the Employer's rules governing conduct and behaviour of staff. In addition, the Secondee will observe the Host's code of conduct for employees, equal opportunities policy, email/internet policies, financial regulations and any other relevant policies notified to the Secondee.

12.2 Disciplinary and grievance will remain the preserve of the Employer. The Host will not take any formal action against the Secondee. The Host will cooperate fully with the Employer in respect of any disciplinary and grievance investigations and hearings.

12.3 The Host shall use its reasonable endeavours to provide any information, documentation, access to its premises and employees and assistance (including but not limited to giving witness evidence) to the Employer to deal with any management issue concerning the Secondee whether under the Employer's internal procedures or before any court of tribunal.

12.4 Any allegation of misconduct or issue relating to capability will be referred to the Employer, who will deal with the matter in accordance with the Employer's policies and procedures, ensuring input from the Host.

12.5 In accordance with the Employer's code of conduct, it may be necessary to consider the suspension of a Secondee. In these circumstances, the Host will contact the Employer in order for the Employer to determine whether or not the Secondee should be suspended and what other action should be taken, in accordance with the Employer's policies and procedures.

12.6 During the period of secondment, the Employer's grievance procedures will continue to apply. However, the Secondee may choose to raise a concern informally either with his/her day to day manager or the RAA Head of Service. If informal discussion does not resolve the matter to the employee's satisfaction and the Secondee wishes to raise a formal grievance, he/she must do so with his/her Employer, in accordance with the Employer's grievance procedure.

13 Place of work

- 13.1 The Secondee will be based at an address as agreed by the Host and the Employer or such other place as the Host may reasonably require for the proper performance and exercise of the role.
- 13.2 The Employer will provide the Secondee with ICT and any other necessary equipment. The Host and the Employer shall provide such learning and development for the Secondee as is necessary for the Secondee to carry out his/her duties in connection with the secondment. Any equipment provided by or belonging to the Host will be returned to the Host on the termination of the secondment.

14. Business Ethics and Conflict of Interest

- 14.1 The Secondee shall maintain appropriate professional standards including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with either the Employer's or the Host's interests and their relevant policies, procedures and practices.

15. Performance

- 15.1 The Secondee will be required to carry out all reasonable instructions commensurate with their job description which the Host may give in connection with the work. The Host will be responsible for ensuring regular performance and supervision meetings are held with the Secondee. The aim of these meetings will be to monitor achievement of secondment objectives and to discuss support and training for the Secondee in their seconded role. The Secondee's performance and development will be reviewed using the Host's performance and development systems and processes. Any formal concerns will be referred to the Employer, who will deal with the matter in accordance with the Employer's policies and procedures.

16. Confidentiality

- 16.1 Unless the Employer notifies the Host to the contrary, all documents and information received by the Host (which may include nationally classified documents) during or in connection with the performance of this secondment shall be held in confidence, unless any duty to disclose information or records to a third party is imposed under statute or by a Court Order.
- 16.2 Neither the Employer nor the Secondee shall, without the Host's prior written consent, disclose by way of a press release or otherwise to any third party any information which relates to the services provided or the duties performed during this secondment save as is necessary in the proper performance of such services and duties.

- 16.3 Neither the Employer nor the Secondee will at any time during or after the termination of this contract divulge any confidential information relating to the Host or to providers or to any other services provided or duties performed under this agreement to any person without the written consent of the Host.
- 16.4 Both the Employer's and the Host's business is confidential and neither the Secondee, the Employer, nor the Host will divulge confidential matters to third parties without explicit written consent. During the course of secondment, the Secondee may become aware of confidential matters pertaining to the Host. The Secondee shall not divulge information in relation to such confidential matters to the Employer before, during or after the period of secondment.
- 16.6 Nothing contained in any the clauses in this section will prevent the Secondee making a disclosure under the provisions of the Whistleblowing Policy.

17. Restrictive Covenant

- 17.1 For a period of 12 months after the end of the Secondment Period, the Host shall not induce or seek to induce the Secondee to leave employment with the Employer or employ or engage the Secondee without the Employer's prior written consent.

18. Copyright

- 18.1 Copyright in written work produced in connection with this contract or by the Secondee in the course of the provision of his/her services or the performance of his/her duties during the secondment shall be vested in the Host and the Employer.

19. Termination

- 19.1 The Secondment will end by mutual agreement at the end of the stated secondment period (clause 2) and the Secondee will return to their substantive post, unless there is agreement by all parties to an extension.
- 19.2 Early termination of the secondment by the Employer or the Host will follow proper communication and a notice period equivalent to the Secondee's normal contractual notice (unless express agreement to the contrary is reached).
- 19.3 Requests from Secondees to terminate the secondment early will be considered on a case by case basis by the Host in consultation with the Employer. Where a request to terminate early is granted,

the Secondee will be required to give a period of reasonable notice equivalent to the notice period in the Secondee's contract of employment, in order to minimise any detrimental impact on the operation of the Host organisation.

19.4 The Employer may terminate the Secondment ahead of the anticipated conclusion date in the following circumstances:

- (a) on the termination of the Employment Contract;
- (b) if the Host is guilty of any serious or (after warning) repeated breach of the terms of this agreement; or
- (c) if the Secondee breaches what is expected of them in relation to the proper attendance, conduct and performance in their role.

Any delay by the Employer in exercising the right to terminate shall not constitute a waiver of such rights.

19.5 The Host may terminate the Secondment ahead of the anticipated conclusion date in the following circumstances:

- (a) on the termination of the Employment Contract;
- (b) if the Employer is guilty of any serious or (after warning) repeated breach of the terms of this agreement; or
- (c) if the Secondee breaches what is expected of them in relation to the proper attendance, conduct and performance in their role

Any delay by the Host in exercising the right to terminate shall not constitute a waiver of such rights.

20. Liability

20.1 The Host shall take out and maintain in full force with a reputable insurance company for the Secondment Period adequate insurance cover for any loss, injury and damage caused by or to the Secondee in the course of providing the Services.

20.2 During the Secondment Period, the Host shall fulfil all duties relating to the Secondee's health, safety and welfare as if it was their employer and shall comply with the Employer's reasonable requests in connection with the Employer's duties in relation to the Secondee.

20.3 The Host acknowledges that the Employer is not responsible for the way in which the Secondee provides the Services and waives all and any claims that it may have against the Employer arising out of any act or omission of the Secondee in the course of carrying out the Services.

21. Notices

21.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being. Any such notice shall be deemed to have been received:

- (a) if by email during normal business hours, at the time of transmission,
- (b) if by email outside of normal business hours, at 9.01 the next Business Day;

(c) if delivered personally, at the time of delivery;

(d) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting

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

22. Entire agreement

22.1 This agreement and Clause 7 of the RAA Agreement constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Secondment.

22.2 Each party acknowledges that in entering into this agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

22.3 The only remedy available to either party for breach of this agreement shall be for breach of contract under the terms of this agreement.

22.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

22.5 Nothing in this agreement shall limit or exclude any liability for fraud.

22.6 The Parties agree that any dispute in relation to this Schedule shall be addressed in accordance with Clause 12 of the RAA Agreement.

23. Variation

23.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

24. Counterparts

24.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

25. Third party rights

25.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

25.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

26. Governing law

26.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27. Jurisdiction

27.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Agreement – all parties to sign and retain a copy.

**Authorised to sign
For and on behalf of the
Employer.**

**Authorised to sign
For and on behalf of the
Host**

Signature.....

Signature.....

xxx
xxx
xxx

Date... ..

Date.....

Secondee

I agree to the temporary variation of my terms and conditions of employment as detailed in this agreement during the period of the secondment. The variation is effective from XXX initially for a period of two (2) years, subject to annual review

Signature.....

Date.....

(code) Tel No
e-mail

Your Ref
Our Ref
Date

Dear XXXXX,

Confirmation of Secondment

Employee Number (Blackpool Council):

Post Title:

The purpose of this letter is to confirm your secondment to the above post with Lancashire County Council. Enclosed with this letter are two copies of the secondment agreement. I would be grateful if you could sign both copies and return one to xxxxx to confirm your acceptance of the terms and conditions for the arrangement, the other should be retained for your personal records.

For the duration of the secondment, the terms and conditions specified within your employment contract with Blackpool Council will continue to apply unless otherwise specified by the enclosed agreement.

I hope that you will enjoy being a part of Lancashire County Council for the duration of your secondment. Should you have any queries in relation to the arrangement, please don't hesitate to contact xxxx.

Yours sincerely,

xxxxxx

SCHEDULE 7 - REGIONAL ADOPTION AGENCY MANAGER JOB DESCRIPTION

<p>1.</p>	<p>MAIN PURPOSE OF JOB</p> <p>To lead the ongoing development and delivery of an integrated Regional Adoption Agency (RAA) providing high quality Adoption services and improving performance and outcomes across the RAA footprint.</p> <p>To lead strategic development and operational service delivery within the Regional Adoption Agency.</p>
<p>2.</p>	<p>Specific job purposes</p>
	<ul style="list-style-type: none"> • To lead strategic development and service delivery within the RAA and to work closely with the RAA Board to agree priorities for strategic development, service objectives, service delivery and policy and process changes. • To provide expert advice and guidance to the RAA Board on the development, implementation and ongoing review of the RAA. • Act as the principal advisor to the Operations Group of the Regional Adoption Agency (RAA) and elected members in each authority on all the key issues relating to adoption so that the service can be flexible to local, regional and national trends, priorities, regulation and legislation and adjust accordingly. • Act as Agency Decision Maker in regard to recommendations regarding the approval of applicants wishing to be approved as adopters. • Take the lead role in the development of regional and national approaches to the delivery of adoption and permanence services, including collaboration with the voluntary sector. • Take the lead role in the development of innovative approaches to the delivery of RAA services, including ensuring effective collaboration with the RAA’s voluntary sector partners and the wider voluntary sector. • To provide a clear sense of purpose and direction within the RAA and to lead the achievement of strategic and service objectives. • To provide expert advice and guidance to the RAA Board on the development, implementation and ongoing review of the Regional Adoption Agency. • To work closely with the RAA Board to ensure the RAA is sustainable and continually improving.

	<ul style="list-style-type: none"> • Ensure and promote service user involvement within the design, delivery and review of the service. • To be responsible for commissioning and procurement of services, to ensure an appropriate range of high quality and effective services are available which maximises opportunities, ensures operational delivery and evidences value for money. • To be accountable for the allocated budget of the RAA and to negotiate across financial systems in each partner agency, ensuring compliance with Financial Regulations and to work closely with the RAA Board to deliver efficiencies as required. • To be responsible for, in partnership with each constituent partner, the effective recruitment and retention of staff in the RAA and to utilise the annual appraisal process, so that individual and service objectives are achieved. • Ensure that the service is in a state of readiness for external scrutiny from related Bodies, including Ofsted. • Ensure that the performance of staff is annually appraised, and that support is provided through regular managerial supervision. • Ensure that client information is comprehensive, regularly updated and that data protection standards and information sharing protocols are in place and are fully complied with • To have strategic responsibility for receiving work into the RAA from each member local authority. • To be responsible for strategic workforce development both with the RAA and into each relevant service in each member local authority. • Strategic responsibility for the fostering and adoption panel function within the RAA, delivered on behalf on the partner local authorities. • To undertake other duties commensurate to the grade of the post
1.	KNOWLEDGE AND SKILLS
	<ul style="list-style-type: none"> • Management qualification at NVQ Level 5 or equivalent level of experience • A social work qualification is required. • Health and Care Profession’s Council Registered. • Have significant experience at a management level with a relevant local authority department or independent provider of Children’s social care services • A detailed understanding of legislation, regulations and statutory guidance relating to Adoption and Children’s Services. • A sound knowledge of relevant childcare research, evidence-based practice in Adoption and children’s social care and the ability to implement best practice. • A minimum of 3 years management experience in Children’s Social Care including experience of managing field social work or Adoption activity.

	<ul style="list-style-type: none"> • Evidence of continued professional development which has been transferred into the workplace. • Evidence of successful working across organisational boundaries and in partnership/collaboration at a local, sub regional and regional level. Ability to represent the Council externally, both professionally and in a leadership role.
3.	SPECIFIC SKILLS AND EXPERIENC
	<ul style="list-style-type: none"> • Experience of developing and delivering innovation within challenging environments. Able to build a shared vision, develop partnerships, resolve complex problems and facilitate change sensitively. • Experience of managing a large service with complex demands. Leading the Service to get the best from staff, developing where necessary and challenging performance when needed. Leading individuals, showing genuine concern, being accessible, enabling, encouraging and questioning. • To have experience in obtaining and analysing the information needed for decision making and the ability to advise and inform others in taking critical decisions. • Ability to lead a range of different teams, including multi-agency teams and deliver needs led services and positive outcomes. • Ability to use a range of management tools and techniques to analyse and address problems and an ability to embed evidence based best practice in services. • A thorough understanding of the statutory, regulatory and key operational issues relevant to the post. • Very high level of written and oral communication skills and ability to make presentations to a wide range of audiences • Demonstrable evidence of managing resources within budget and delivering expected outcomes. • Experience of successful strategic and operational resource management, including the evaluation of competing priorities. • Ability to lead by example, inspiring confidence and trust, tackling performance issues if they arise and creating a 'can do' culture.

	<ul style="list-style-type: none">• Ability to create strong networks and a culture which ensures systems and procedures are in place to promote stakeholder involvement and continuous improvement in the delivery and evaluation of services.• Ability to plan, prepare and manage projects, using appropriate project management tools. Leading, developing and monitoring activities, resources and plans, maintaining communication with project stakeholders, and providing solutions to project problems.• The ability to manage, organise, support and maintain the use of information technology systems and software.
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SCHEDULE 225 – NOT USED

SCHEDULE 9 – NOT USED

SCHEDULE 10 – EXIT STRATEGY

Principles

It is expected that the Agreement will last for a period of five (5) years but, in the event that the Agreement terminates earlier, this Schedule shall apply.

The Participating Authorities are committed to working together to ensure a safe and effective exit from the Agreement and the services in all circumstances.

The Partners agree to provide sufficient resources to an exit team and decommissioning plan.

Process

In the event of the earlier of either:

- a. The date six (6) months prior to the end of the Operational Period;
- b. Service of notice to terminate this Agreement,

An emergency meeting of the RAA shall be convened within seven (7) days at which the Participating Authorities shall;

- 1) Jointly determine the nature and scope of the decommissioning.
- 2) Agree that the Host manage the decommissioning planning process.
- 3) Establish an exit team to develop a decommissioning plan. The exit team shall implement the agreed decommissioning plan, ensuring service continuity.
- 4) Follow RAA decision making processes when executing the decommissioning plan.
- 5) When developing the decommissioning plan the joint exit team will have regard to proportionality in relation to scale and impact of terminating the Agreement. They will also have regard to the extent to which the following aspects need to be considered: risk assessment; consultation; equality impact assessment; communication and engagement; information governance; and the legal, financial and workforce implications.