

Children's Hearings Scotland Board Paper

Agenda Item 3.2

Date of Meeting	21 st November 2011
Paper number	CHS1112-018
Title	Draft Memorandum of Understanding between CHS and SCRA
Purpose	The purpose of the paper is to inform the Board of the arrangements set out in the draft Memorandum of Understanding between CHS and SCRA.
Options	<ul style="list-style-type: none">• Approve or Reject the draft Memorandum of Understanding between CHS and SCRA as set out OR <ul style="list-style-type: none">• Amend and Approve the draft Memorandum of Understanding between CHS and SCRA .
Recommendations	The Board is recommended to: <ul style="list-style-type: none">• <u>Approve</u> the draft Memorandum of Understanding between CHS and SCRA.
Attachments	Appendix 1 – Draft Memorandum of Understanding between SCRA and CHS.
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Agenda Item 3.2

1. Purpose

- 1.1 The purpose of this paper is to inform the Board of the arrangements set out in the draft Memorandum of Understanding (MOU) between SCRA and CHS.

2. Recommendations

- 2.1 The Board is invited to—

- **Approve** the draft Memorandum of Understanding between SCRA and CHS.

3. Background

- 3.1 This paper outlines the proposed arrangements set out in the MOU to “encourage co-operation, partnership working and more effective use of resources between the parties across a range of activities and areas of work”. The draft was developed by the National convener of CHS and the Chief Executive of SCRA. The MOU excludes from its scope any areas covered by the existing Memorandum of Understanding on Shared Services.
- 3.2 The Board may wish to note that the proposed arrangements are subject to approval by both Boards. SCRA Board will consider this memorandum at its meeting on 15 December 2011.
- 3.3 The proposed arrangements set out a flexible framework for working together and, at the same time, protect both organisations’ independent roles. The MOU is based upon the common values shared by SCRA and CHS e.g. best practice, transparency, accountability, openness, etc and incorporates the following key principles—
- a) Planning, shared vision, outcomes and complementary objectives;
 - b) Consultation;
 - c) Information and data sharing;
 - d) Research;
 - e) Freedom of Information, Environmental Information and Data Protection;
 - f) Hearings Management;
 - g) Complaints;
 - h) Communications and public affairs;
 - i) Training;
 - j) Inspections and quality assurance;
 - k) Participation of children and young people;
 - l) Mutual assistance obligation
 - m) Other relevant provisions / agreements;
 - n) SCRA and CHS Board Responsibilities;
 - o) Timescale of Agreement, review and termination; and
 - p) Dispute resolution.

4 Proposal and Discussion

- 4.1 The Board may wish to consider whether there are any elements within the draft MOU (see attached Appendix 1) that it wishes to discuss however, bearing in mind that the memorandum is very much based on a consensual and collaborative approach, it would be open to CHS Board to make any amendments to it “at any time with the agreement of both parties”.

5 Resource Implications

- 5.1 Any resource implications will be met from the relevant budget at CHS and SCRA.

Draft Memorandum of Understanding between SCRA and CHS

1. Memorandum of Understanding

This Memorandum of Understanding is between and entered into by:

Scottish Children's Reporter Administration whose offices are located at Ochil House, Springkerse Business Park, Stirling, Stirlingshire, FK7 7XE

and

Children's Hearings Scotland whose offices are located at Ladywell House, Edinburgh, EH12 7TF

having the effective date of xx xx 2011

2. Definitions and Interpretations

- 2.1 "...the memorandum of understanding" means "*the partnership agreement to be entered into by the parties*"

3. Background

- 3.1 Scottish Children's Reporter Administration ('SCRA') is a Non-Departmental Public Body which was established under the Local Government Etc. (Scotland) Act 1994.
- 3.2 Children's Hearings Scotland ('CHS') is a Non-Departmental Public Body, established under the Children's Hearings (Scotland) Act 2011, which brings together certain functions associated with Children's Hearings in Scotland and supports the new National Convener in undertaking her statutory responsibilities.

4. Purpose

- 4.1 This Memorandum of Understanding (hereafter referred to as "the MOU") is intended to encourage co-operation, partnership working and more effective use of resources between the parties across a range of activities and areas of work.
- 4.2 The MOU will help to contribute towards improving outcomes for children and young people within the Children's Hearings System.

- 4.2 It excludes from its scope any areas covered by the existing Memorandum of Understanding on Shared Services.
- 4.3 It is not intended to have legal force or to create legal obligations on either of the parties.

5. General Principles

- 5.1 The MOU is based on the following key principles and values which are shared by the parties:
- **Independence:** recognition of and mutual respect for independence of roles and functions;
 - **Innovation:** seeking innovative and imaginative solutions to improve service delivery and create resilience;
 - **Challenge:** being open to evidenced, constructive challenge from each other as well as from scrutinising bodies;
 - **Best practice:** using best practice approaches and available evidence to stimulate development and improvement;
 - **Best fit:** adopting a “best fit” approach to seeking solutions;
 - **Partnership:** developing positive and effective partnership working between the parties;
 - **Accountability:** delivering agreed outcomes within a sound governance framework;
 - **Transparency:** making open and clear decisions; and
 - **Openness:** communicating about major concerns, issues or opportunities

6. Planning, shared vision, outcomes and complementary objectives

- 6.1 Parties will agree a shared vision for their contribution to the Children’s Hearings System which shall be reflected in relevant strategic documents.
- 6.2 Parties shall consult each other on the development of their Corporate Plans and objectives and, so far as is possible, seek to align these in order to facilitate the achievement of their shared vision for the Hearings System.
- 6.3 The shared vision, outcomes and objectives will be agreed within the context of contributing to the Scottish Government’s National Performance Framework.
- 6.4 The elements above may from time to time be published in an agreed workplan or other document to increase visibility and facilitate measurement of progress and delivery of commitments.

7. Consultation

- 7.1 Where parties are intending to implement significant changes to policy or practice that are likely to impact on or have relevance to the other, they shall agree to consult each other in advance.

8. Information and data sharing

- 8.1 The importance of close communication and the sharing of data and information in fostering a culture of mutual respect and co-operation is recognised. In pursuit of this, parties shall:
- Share information and data where agreed and so far as is permissible by law;
 - Ensure that appropriate mechanisms exist for facilitating this;
 - Work together to avoid separate collection of the same information and/or data; and
 - Where both need access to the same information and/or data, reach agreement on who should collect it, how it should be recorded, transmitted, held and utilised.
- 8.2 Collection of information and/or data at the appropriate level will be lawfully used to promote understanding of trends, demographic changes, evidence of outcomes and contribution towards whole system development.

9. Research

- 9.1 Parties agree that they have very similar areas of interest and research requirements and that this presents an opportunity for joint working and more effective use of resources. Parties agree that:
- There is to be a joint SCRA-CHS collaborative research programme, retaining the option for each organisation also to carry out its own research;
 - Sharing of resources shall be part of this joint programme, with each organisation's commitment agreed and outlined in the specification of each research project; and
 - They shall jointly explore ways of drawing on wider resources available to them for research
- 9.2 Parties shall from time to time co-operate with other partners, academic and educational institutions, grant funding bodies and research councils in pursuance of an agreed research programme or initiative.

10. Freedom of Information, Environmental Information and Data Protection

- 10.1 Both parties acknowledge that they have statutory responsibilities under the Data Protection Act 1998 (DPA) and related legislation (e.g. Human Rights Act 1998); and that the Freedom of Information (Scotland) Act 2002 (FOISA) and the Public Records (Scotland) Act 2011 (PRSA) place wider responsibilities on organisations for the information they hold.
- 10.2 Parties agree that the effective management and sharing of information on children's cases between SCRA and CHS will be essential for the effective operation of the Children's Hearings System.
- 10.3 Parties therefore commit to the development of a Data Sharing Agreement, in line with the ICO's Data Sharing Code of Practice, which will define each party's responsibilities in relation to personal information and set out procedures for governance, management and accountability.

11. Hearings Management

- 11.1 Parties shall agree a national framework for Hearings management, covering issues such as scheduling, rota management, management of observers and communication between locality teams and ASTs.

12. Complaints

- 12.1 The parties agree that each has its own areas of responsibility in terms of investigating and responding to complaints
- 12.2 Each party agrees that any complaints which have been wrongly directed will be referred immediately to the correct body or bodies.
- 12.3 Where complaints do not fall clearly and exclusively within the remit of either party, they will immediately take steps to agree how the complaint will be dealt with, taking into account the wishes of the complainant.

13. Confidentiality

- 13.1 Where requested (e.g by marking an email or letter as such), parties shall treat communications between them as confidential, insofar as is permissible by law.

14. Communications and public affairs

- 14.1 Parties agree to co-operate and co-ordinate where appropriate on the content and timing of internal and external communications, and public affairs activity to:
- Support and promote the Children's Hearing System
 - Raise awareness and understanding of their respective functions and roles
- 14.2 Parties shall agree a mechanism for ensuring that media and other inquiries are dealt in a way that allows co-operation and understanding while respecting each organisation's independent statutory functions.

15. Training

- 15.1 Parties agree that where possible, they shall:
- Explore shared training opportunities
 - Collaborate on the development of training and associated materials to ensure a consistency of interpretation and message
 - Offer appropriate input to each others' training

16. Inspections and quality assurance

- 16.1 Parties shall co-operate where appropriate in order to facilitate multi-agency inspections and to enable each other to quality assure their own processes and practice.

17. Participation of children and young people

- 17.1 Parties agree to seek to facilitate the involvement of children and young people in key decisions and to share resources to help each other achieve this aim.

18. Mutual assistance obligation

- 18.1 Section 183 of the Children's Hearings (Scotland) Act 2011 provides that each party must comply with a request by the other for assistance in the carrying out of functions conferred by virtue of that Act, insofar as that request is compatible with the carrying out of its own statutory functions.
- 18.2 Parties shall agree a mechanism by which such requests shall be made and promptly responded to.

19. Other relevant provisions / agreements

19.1 This MOU is intended to complement, but does not alter the terms of the following existing agreements and legislation:

- Children's Hearings (Scotland) Act 2011
- Memorandum of Understanding on Shared Services between SCRA and CHS (2011)

20. SCRA and CHS Board Responsibilities

20.1 The Boards of SCRA and CHS have a responsibility to support their respective organisations in the fulfilment of the terms of this MOU.

Specifically they will:

- Address any issues within their own organisations where these are impeding relationships;
- Provide any data which is reasonably required to monitor performance; and
- Manage the independence of each organisation's statutory duties

21. Timescale of Agreement, review and termination

21.1 The MOU will commence from the date it is signed by the Principal Reporter of SCRA and the National Convener of CHS, following the approval of its terms by the Board of both parties.

21.2 The MOU shall remain in place as long as both parties find it to be mutually beneficial. It may be terminated by agreement of the parties or by one party on provision of six months notice.

21.3 The MOU shall be reviewed by both parties on a biennial basis.

21.4 Amendments to the MOU may be made at any time with the agreement of both parties.

22. Dispute resolution

22.1 Disputes will be resolved by agreement of the Principal Reporter/CEO of SCRA and the National Convener of CHS or by mediation where this is not possible.

Appendix 1
CHS1112-018

By:

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