**CoramBAAF FORM IA**

**Financial arrangements for interagency placements**

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**Notes for guidance**

This Form IA financial agreement is designed for use in interagency placements between local authorities and Regional Adoption Agencies (RAAs) or with voluntary adoption agencies (VAAs) where the aim is to provide an adoption placement for a child or sibling group. It has replaced the old BAAF Form H1. It is anticipated that this agreement will be completed by **agency personnel only** and the contents agreed **separately from**the placement planning meeting at which the practice arrangements are discussed.

The IA form does not cover the financial arrangements being made for a fostering placement where agencies are placing children for Fostering for Adoption (FfA) or a concurrent planning placement under Regulation 22C of the Care Planning Placement, Review Regulations 2015. These arrangements should be agreed separately between the agencies involved.

Placement planning arrangements associated with an interagency agreement will be recorded in the **Adoption Placement Plan (APP)** following a meeting and discussion between the prospective adopters and the social work staff involved in making the placement.

The level of the interagency fee is decided by the relevant organisations for local authorities in each country of the UK in discussion with the Consortium of Voluntary Adoption Agencies (CVAA) UK.

Any updates to the rates being charged will be made available on the CoramBAAF and CVAA websites.

The latest agreed fees for interagency placements can be found on the following websites:

Interagency fees for placements between LAs and RAAs can be found on the CoramBAAF website:

<https://corambaaf.org.uk/sites/default/files/Interagency%20fees.pdf>

Interagency fees for placements with VAAs can be found on the CVAA website:

[**https://www.cvaa.org.uk/interagency-fee**](https://www.cvaa.org.uk/interagency-fee)

**The fee covers the following stages of interagency placement work:**

Stage 1) Recruiting, preparing, assessing and approving the family.

Stage 2) Meetings with the child's agency, preparing and supporting the family during the matching process, placement planning and introductions and making the placement.

Stage 3) Supporting the family for the first 12 months following placement. This payment covers the support provided during this period and core services as set out below for the duration of the placement:

* telephone/email advice and information service;
* liaison/short-term counselling/initial assessment and referral to available specialist local services;
* access to training/workshop/support groups for adopters and adopted children (this may be via own agency or the agency’s membership of regional consortia, etc);
* access to/information about resources such as DVDs, books and specialist services;
* opportunities for networking with other adoptive families, including social events for adoptive families;
* agency updates for adoptive families, e.g. newsletters and AGMs.

Additional pro-rata payments will be paid for the ongoing support to the placement where the adoption order is not made within 12 months of placement.

Financial support and support in relation to contact arrangements would primarily be the responsibility of the placing authority.

Additional support services linked to the needs identified in the Adoption Support Plan can be purchased from the approving agency and should be detailed in the agreement below.

**Payment of the fee**

**There are variations in expectations of how the fee will be paid in different parts of the UK.**

**The following arrangements are in operation and this agreement should reflect the payment arrangement that will apply to this placement.**

**Please tick the box showing the fee arrangement being used in this agreement.**

Full payment of fee to be paid at the time of placement (to cover the work described in Stages 1, 2 and 3). If the adoption order is not made within 12 months, an ongoing monthly fee for supervision of the placement will be charged or pro-rata, up to the date of the adoption order;

Two-thirds of the fee to be paid at the time of placement (to cover the work described in Stages 1 2) and a final one-third to be charged on a monthly basis or as a lump sum when the adoption order is made or 12 months after placement is started (to cover the work described in Stage 3); if the adoption order is not made within 12 months, an ongoing monthly fee for supervision of the placement will be charged pro-rata, up to the date of the adoption order;

Payment of the fee charged on a monthly basis or as a lump sum when the adoption order is made or 12 months after placement is started (to cover the work described in Stage 3); if the adoption order is not made within 12 months, an ongoing monthly fee for supervision of the placement will be charged pro-rata, up to the date of the adoption order.

**Arrangements when a placement disrupts**

This will be an area for discussion that will need to take account of the individual case.

Arrangements for VAA placements are set out in the CVAA terms and conditions:
<http://www.cvaa.org.uk/the-voluntary-adoption-sector/inter-agency-fees/> .

In England, the following guidance has been agreed by ADCS and could be used as guidance for all placements between Local Authorities and RAAs.

* The first third should be seen as non-refundable. (Many adopters do not go on to take another placement and those who do will need to be re-assessed.)
* The second third would usually be non-refundable, but there may be some situations when a placement breaks down during introductions or at a very early stage where both agencies decide that they wish to come to an agreement based on the particular circumstances, e.g. short duration of placement, limited travel and staff time involved in a local placement.
* The final third would be paid up to the end of the placement and for one month after to cover further support to the adopter/s. Where full payment of the fee has been made then a refund would need to be paid to the placing agency.
* A disruption meeting should be held, chaired by an independent Chair, with minutes being provided to both agencies. The agencies party to this agreement agree to share the costs equally and to fully engage in the process.

**Resolution of disputes**

Where there is a dispute that cannot be resolved locally, the following routes could be explored:

For interagency placements between local authorities, CoramBAAF is available to provide advice and dispute resolution support to member agencies through our information and advice service advice@corambaaf.org.uk; or

For interagency placements with VAAs, CVAA UK is available to provide advice and dispute resolution support, together with the relevant LA association where appropriate.

**Interagency fee**

The recommended interagency fee at the time of this placement will be: £ for the year to 31 March 20-

There is an additional uplift of 10% for agencies located in London and a scale of payments for sibling placements.

1. **The agreement– *to be completed and signed by both agencies.***

This agreement was drawn up on (date) and is between:

|  |  |
| --- | --- |
| Name of child/ren's agency/ RAA: |  |
| Name of prospective adopter/s agency / RAA |  |
| Name of third agency if appropriate |  |

**It concerns the placement of:**

|  |  |
| --- | --- |
| Name of child/ren |  |
| Date/s of birth |  | Legal Status |  |
| Name of prospective adopter/s |  |

1. **Payments**

The child's agency / RAA agrees to pay the interagency placement fee, either full payment or first payment at the rate that is current at the time of placement and subsequent payments at the rate when payment falls due.

If the adoption order is not made within 12 months of placement, the child's agency/ RAA will continue to pay an ongoing monthly fee (for placements with VAAs this is calculated on a per child basis, for placements between RAAs and Las this will be calculated as 1/36 of the full fee) for support of the placement to be charged pro-rata, up to the date of adoption.

**For invoicing:**

|  |  |
| --- | --- |
| Name and address to send invoice to: |  |
| E-mail Address |  |
| Telephone Number |  |
| Purchase Order Number (if required) |  |

**The following sections should also be discussed and agreed with the prospective adopter/s during the placement planning meeting and will also be recorded in the Adoption Placement Plan (APP).**

**Expenses**

Does the child's agency agree to cover expenses incurred by the family?

a) **During introductions**

 e.g. Travel expenses: Yes / No

 Accommodation costs: Yes / No

 Equipment: Yes / No

 Other (give details): Yes / No

Please specify if there is a maximum amount payable, or if only certain items of equipment will be authorised.

b) **After placement**

Does the child's agency / RAA agree to cover expenses incurred by the family?

In relation to contact arrangements: Yes / No

In relation to therapy/counselling as agreed in the Adoption Support Plan: Yes / No

 In relation to statutory medical examinations as required: Yes / No

Other (give details) Yes / No

1. **Financial support**

From the date of placement, will the child's agency pay any financial support to the adopter/s/carers?

**Yes / No**

If so, will this be: a single payment/a periodic payment/or an ongoing allowance by instalments:

£ as a single payment

£ per week until (specify date/event)

NB The family will be expected to claim child benefit from the point of placement.

Following discussions about whether there is a need for legal representation for prospective adopters,[[1]](#footnote-2) will the child's agency undertake to pay the adopter’s legal costs where required? **Yes / No**

**Please specify any expectations or conditions below.**

|  |
| --- |
|  |

**Post-placement support/adoption support (for the first three years after the adoption order)**

Has extra finance for postplacement support or adoption support been agreed by the agencies involved?

**Yes / No**

Have any extra modules of work eligible for extra finance (e.g. life story work with the child, therapeutic work) been agreed by the agencies involved as part of the Adoption Support Plan? **Yes / No**

Please provide details below.

In the event of a disruption meeting being held, the agencies that are party to this agreement agree to share the costs equally and to engage an independent Chair. **Yes / No**

Any further comments:

1. **Signatures**

We agree the financial arrangements set out above:

|  |  |
| --- | --- |
| Child's agency / RAA Authorised signatory/signatories |  |
| Position in agency |  |
| Date |  |
| Family's agency / RAA Authorised signatory/signatories |  |
| Position in agency |  |
| Date |  |

1. Statutory Guidance – court orders and pre-proceedings for local authorities, Chapter 5.10 [↑](#footnote-ref-2)