

## APPENDIX 1

### JOINT OFFICER BOARD – TERMS OF REFERENCE

The Councils will set up a [Joint Officer Board] as follows:

#### 1.0 PURPOSE

- a) To assist the Joint Committee in overseeing effect discharge of the Function and delivery of the Services subject to the s101 Agreements to assist, support and advise the Joint Committee on all matters relating to the discharge of the Function and the delivery of the Services pursuant to the s101 Agreement
- b) To act as a central focal point for all matters relating to the discharge of the Function, the delivery of the Services.
- c) To review, monitor and manage the discharge of the Function and the delivery of the Services and their financial position in accordance with the s101 Agreement and to make recommendations to the Joint Committee for service improvements and to receive reports for the purpose.
- d) To consider all matters arising in relation to discharge of the Function and the delivery of the Services and report to the Joint Committee as appropriate.
- e) To determine any disputes or differences that arise between the Councils in accordance with the s101 Agreement and escalate any disputes to the Joint Committee as appropriate.
- f) To monitor the Services standards and reporting protocols and to recommend amendments or improvements to the Joint Committee.
- g) To facilitate effective communication between the Councils on all matters relating to the discharge of the Function and the delivery of the Services.
- h) To assist, support and advise the Joint Committee and the Councils in developing the strategy and plans for the longer-term discharge of the Function and the delivery of the Services beyond the arrangements provided for in the s101 Agreement.

#### 2.0 FUNCTIONS

Specifically, the Joint Officer Board will undertake the following functions:

##### 2.1 Actions in relation to the SDC Core Terms

- a) Overarching Governance for the commissioning arrangements (*this relates to the governance of the effectiveness of the Council commissioning arrangements, not in relation to the governance of the SDC*).
- b) Ensuring oversight of SDC Council Representatives, processes for formal liaison with NCT, receipt of Notices under the SDC and Contract Monitoring and managing Teckal Compliance.

- c) Oversight and management of the Intelligent Client Function.
- d) Oversight of Unitary management of positive obligations in the SDC (Retained Functions and Retained Services, as well as the Service Specification and Dependencies).
- e) Oversight of Key Decisions relating to exercise of Council rights and obligations under the SDC for example, Term (including extension), Termination, Change Control, Changes in Law.
- f) Oversight of Emergency Planning / Business Continuity and other practical decision making relating to Local Government Ombudsman, Legal Proceedings and Investigations, Management of Complaints, Staffing, Information Governance, Confidentiality and Transparency, Press Statements and Publicity.
- g) Oversight of key commercial interfaces relating to Liability, Indemnity and Insurance.

## **2.2 Actions in relation to the Service Specification**

- a) Co-ordination and agreement between the Councils of any proposed changes to the Services Specification prior to dialogue with NCT. This will depend on the scope of the intervention going forward and any adjustments agreed through the Change Control Procedure.
- b) Oversight of the interface with Council Retained Services and Retained Functions.
- c) Consideration of any potential longer term arrangements, for example, Regional Adoption Agency development.

## **2.3 Actions in relation to the Annual Review**

- a) Determination of the Council processes for conducting the Annual Review both individually and in order to provide a collective view and establishing how this will link into any adjustment of the Contract Sum and Service Specification, or any other amendments to the SDC.
- b) Collective review of each of the Dependencies in the context of monitoring role of the ICF function.

## **2.4 Actions in relation to the Finance Mechanism**

- a) Coordination and agreement of activity required for the development of future Contract Sums.
- b) Determination and agreement in relation issues of financial apportionment.
- c) Coordination of activity as required for financial processes for budget setting and in year changes within each Council and collective position.

- d) Agreement of key commercial procedures that will require detailed review and development, such as the risk sharing procedure for the management of surplus and deficit.

## **2.5 Actions in relation to the Performance Framework**

- a) Coordination and oversight between the Unitaries of any proposed adjustments to the contractual KPIs prior to discussion with NCT in line with contractual requirements.
- b) Oversight of possible discussions over the provision of bespoke sets of key performance measures for each Unitary to monitor performance by NCT in relation to something specific to each Council and detail the process of any exercise of step-in rights.
- c) Coordination and oversight of any proposals for bespoke reporting of management information for each Unitary.
- d) Coordination and oversight of any proposals for bespoke consequences for performance failure.

## **2.6 Actions in relation to Change Control**

- a) Coordination and oversight of practical arrangements to agree over the processing of various categories of Changes.
- b) Coordination and oversight of the issuing notices and change requests.

## **2.7 Actions in relation to TUPE and pensions**

- a) Agreement of the attribution of risk and liability between the Unitaries in relation to TUPE and Pensions risk.
- b) Agreement of the splitting of assets and liabilities when NCT ceases participation in the Fund.

## **2.8 Actions in relation to Dispute Resolution**

- a) Agreement of the practical arrangements in relation to the processing of Disputes.

## **2.9 Actions in relation to Assets and Supply Contracts**

- a) Coordination and oversight of the practical arrangements for the ICF in managing third party contracts particularly framework contracts and those held on agency arrangements for NCT.

## **2.10 Actions in relation to Exit Management**

- a) Coordination and oversight of work with NCT to prepare and agree an Exit Plan which will apply on the termination of the Service Delivery Contract.

### **2.11 Actions in relation to Property**

- a) Coordination and oversight of issues between the Unitaries in relation to occupation and access arrangements, as well as managing commercial arrangements for maintenance, decision making over reconfiguration of the estate and the property dependencies, warranties and other Council obligations.

### **2.12 Actions in relation to Governance of NCT performance against the SDC**

- a) Coordination and oversight of the effectiveness of the Governance arrangements of the SDC.

### **2.13 Actions in relation to Data Protection**

- a) Coordination and oversight of the practical arrangements relating to sharing of data with the Unitaries.

## **3.0 MEMBERSHIP AND FREQUENCY OF MEETINGS**

- 3.1 The Joint Officer Board will comprise:- Chief Executive West Northants, Chief Executive North Northants, 151 Officer West Northants, 151 Officer North Northants and Joint Director of Children's Services.

## **4.0 DECISION MAKING**

- 4.1 Decision making shall be by consensus. Where a consensus cannot be reached, the JointChairs shall endeavour to agree the determination of the decision.
- 4.2 Where a consensus cannot be reached and the Joint-Chairs are unable to agree the determination of the decision, the decision shall be referred to the Joint Committee.

## **5.0 TERMS OF REFERENCE**

- 5.1 To assist, support and advise the Joint Committee on all matters relating to the discharge of the Function and the delivery of the Services pursuant to the s101 Agreement
- 5.2 To act as a central focal point for all matters relating to the discharge of the Function, the delivery of the Services.
- 5.3 To review, monitor and manage the discharge of the Function and the delivery of the Services and their financial position in accordance with the s101 Agreement and to make recommendations to the Joint Committee for service improvements and to receive reports for the purpose.

- 5.4 To consider all matters arising in relation to discharge of the Function and the delivery of the Services and report to the Joint Committee as appropriate.
- 5.5 To determine any disputes or differences that arise between the Councils in accordance with the s101 Agreement and escalate any disputes to the Joint Committee as appropriate.
- 5.6 To monitor service standards and reporting protocols and to recommend amendments or improvements to the Joint Committee.
- 5.7 To facilitate effective communication between the Councils on all matters relating to the discharge of the Function and the delivery of the Services.
- 5.8 To assist, support and advise the Joint Committee and the Councils in developing the strategy and plans for the longer-term discharge of the Function and the delivery of the Services beyond the arrangements provided for in the s101 Agreement.

